

APPENDIX 2.18 B

(As Par Para graph 2.091& 2.092 of W.D. Manual)

[ENVELOPE – “B”]

**PREQUALIFICATION DOCUMENT
FORM "G" - TENDER FOR TURN-KEY CONTRACT FOR W.R.D.****SECTION – I
INFORMATION AND INSTRUCTION TO APPLICANTS****1.1 GENERAL :-**

(Brief Detail of works & work site)

.....

.....

The work includes constructions of :-

(Brief Detail of works to be done)

I. Construction of Unit-I Head Work

.....

.....

II. Construction of Unit-II irrigation canal and its system

.....

III. Renovation of existing distribution system (If any)

.....

On “Lump-sum contract”**1.1.1 (Brief Details of works to be done by contractor).....**

.....

1.2 METHOD OF APPLICATION :-**1.2.1** If the application is made by an individual, it shall be signed by the individual above, his full name and current address.**1.2.2** If the application is made by proprietary firm, it shall be signed by the proprietor above, his full name of his firm with its current address.**1.2.3** If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above, their full typewritten names and current addresses or

- by a partner holding valid power of attorney for the firm by signing the application, in which case a certified copy of the power of attorney shall be enclosed with the application. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also be enclosed with the application.
- 1.2.4 If the application is made by a limited company or a limited corporation, it shall be signed by a duly authorised person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall be enclosed with the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded. The application can be made by a firm in association with a consultant(s), a signed MOU between the firm and the consultant(s) shall be considered as adequate proof for such association, subject to the condition that the firm shall alone be liable severely for execution of contract in accordance with the terms and conditions and a relevant statement to this effect shall be included in the MOU.
- 1.2.5 If the application is made by a Joint Venture or Consortia of two or more firms as partners;
- a. The application shall be signed so as to be legally binding on all parties.
 - b. A Joint Venture between single contractors, Partnership Firm, joint Stock Limited Company, Private/Public may be permitted subject to the following conditions :-
1. A joint Venture should be a partnership firm, duly registered with the Registrar of Firms, within Indian Territory. In such a case, a signed Memorandum of Understanding (MOU) between the tenderer and associating, firm/company / individual shall be considered as adequate proof for association. For considering eligibility of the MOU, tenderer shall submit MOU of joint venture along with application of tender documents at least 5 days before the last date of sale of documents, so as to enable competent authority to convey eligibility. After conveying eligibility thereof tenderer shall be required to enter into a Joint Venture, partnership by signing an instrument on judicial stamp paper of appropriate value. The various conditions mentioned in **Para 1.2** shall be incorporated in MOU. The application made by tenderer to registrar of firms for Joint venture along the copy of chalan shall be considered adequate proof for issuing documents to the tenderer.
 2. Specific stipulation should be made in joint venture deed to seek prior written approval of Chief Engineer, Mahanadi Project, Raipur before any changes are proposed to be made in the Joint Venture deed, once it is registered with Registrar of Firms. The joint Venture partnership shall not be dissolved till the completion or defect liability period as stipulated in tender conditions and till all the liabilities thereof are liquidated.
 3. The shares of assets and liabilities of lead firm shall not be less than 51%. The lead firm must be well-established contractors. One of the partners shall be nominated, as being in-charge and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners. The partner-in-charge shall be authorised to incur liabilities and receive

instruction for and on behalf of any and all partners of the Joint Venture and with the partners in-charge. All Partners of the Joint Venture shall be liable jointly and severally for execution of the contract in accordance with contract terms and a relevant statement to this effect shall be included in the authorisation, mentioned above.

4. Complete information pertaining to each partner in the respective form duly signed by each such partner shall be submitted with the application vide **Annexure V** In case of Joint Venture of foreign and Indian partners, the Indian partners should be registered for Civil Works Contracts of **Class-A5** of Government of Chhattisgarh or its equivalent in standing and financial capacity with the Government of India or any state of India. Separate information in respect of each firm entered into joint Venture should be submitted in form **Annexure I to VIII**.

5. In case of a Joint Venture the sponsoring firm shall submit complete information and identity of the lead firm. It would be necessary for the joint Venture to establish to the satisfaction of the authority that the venture has been made practical, workable and legally enforceable arrangement amongst the parties, that responsibilities regarding the execution and financial arrangements have been clearly laid down and assigned; that the individual parties to whom such responsibility etc. assigned are capable in their individual capacity to discharge responsibility and involvement for the entire period of execution as well as a leading role in control and direction on the resources of the entire Joint Venture.

- 1.2.6 All witness and sureties shall be person of status and probity and their full names, occupations and addresses shall be stated below their signatures.

- 1.2.7 Any change in the legal status of the applicant subsequent to submission of prequalification application will render the application as non responsive.

1.2.8 **PARTICULARS –PROVISIONAL**

The particulars of the proposed work given herein as well as in the brief note are provisional and must be considered only as advance information to assist applicants.

1.3 **SUBMISSION OF PRE QUALIFICATION DOCUMENT AND INFORMATION AND LETTER OF TRANSMITTAL :-**

- 1.3.1 The enclosed forms should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant ,it should be stated as "NOT APPLICABLE". Only "dash" reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be rejected as non-responsive. The information regarding pre qualification, if appended separately from the document, shall be typed on the applicants letter head. Any over writing or correction should be attested. All pages of prequalification information shall be numbered and should be submitted as a package with a signed "**LETTER OF TRANSMITTAL**" (**Annexure VIII**).

- 1.3.2 All the information must be filled in English language only.
- 1.3.3 Information and certificate(s) furnished along with the application form (The respective application that vouches to the suitability, technical know-how and capability of the applicant) should be signed by the applicant.
- 1.3.4 The applicant is encouraged to attach any additional information and photographs of the works, which were already carried out, which he thinks necessary in regard to his capabilities. No further information will be entertained after submission of pre qualification document.
- 1.3.5 The prequalification document in the prescribed forms as required in this booklet duly completed and signed shall be submitted along with all relevant documents. The documents must be submitted in sealed cover. The sealed cover must be super-scribed as **“Prequalification document of** and shall be send by registered / speed post / ETMS to the Engineer-in-Chief, Water Resources Department, Raipur or Chief Engineer,(C.G.) so as to reach on or before during office hours.
- 1.3.6 The documents received late on account of any reason what so ever shall not be entertained.
- 1.3.7 The documents submitted in connection with prequalification shall be treated as confidential and the same will not be returned.

1.4 CLARIFICATIONS :-

- 1.4.1 The clarification, if any, may please be sought separately either from the Engineer-In-Charge, Water Resources Department, Raipur, or from the Chief Engineer (C.G.)

1.5 SITE VISIT :-

- 1.5.1 The applicant can inspect the site, if he so desires, by prior appointment with the Superintending Engineer, Mahanadi Circle Raipur (C.G.)

SECTION-II
ELIGIBILITY AND QUALIFICATION REQUIREMENTS

2.1 EXPERIENCE :-

- 2.1.1 Tenderer should be a Civil Engineer contractor having experience of civil engineering construction works or having services of graduate Civil Engineers available, should have successfully executed works during last five years, of similar nature and magnitude.
- 2.1.2 To be eligible for prequalification, the tenderer shall provide evidence satisfactory to the department, of their eligibility and their capability and adequacy of the resources to carry out the contract effectively. To this end, all tenders submitted shall include the following information :-
- 2.1.3 Major items of construction plant proposed for use in carrying out the contract and details of experience and past performance of tenderers on works of similar nature within past five years in Annexure I to IV, and details of current works in hand and other contractual commitment should be given in Annexure I to IV. Information regarding joint venture and resources personal be furnished in Annexure V and VI respectively.
- 2.1.4 Information regarding relatives working in the department should be furnished in format given in Annexure VII.

2.2 REQUIREMENT FOR PREQUALIFICATION :-

- 2.2.1 For purpose of this particular work, the tenderer should have the following minimum requirement for prequalification :-

(a) Individual lead partner

- (i) should have main registered office in India, experience of subsidiaries/sub-contractor shall not be considered.
- (ii) should be a profit making company at least during the last three years.
- (iii) Should have executed / executing Lump-sum / Turn-Key contract project including survey design drawing construction of major Hydraulic works to the tune of Rs..... at price level of year
- (iv) Should have handled at least one major irrigation project of Rs..... crores at price level of year

- (b)** The Individual firm or Lead firm (in case of Joint venture) should have executed / executing construction of irrigation dams / canal with its appurtenances and distribution system.

- (c) The tenderer should have executed minimum quantities of different items of work in reference to (b) above, as described below in any one single year during last five year from the date of calling tender.

- (i) Earth Work..... Cubic meter.
 (ii) Insitu lining using paverSqm.
 (iii)
 (iv)

- (d) Financial Turn over (Annual) of Rs. Lakhs at the price level of 200.....-200..... (Excluding advances such as machinery / mobilization / etc.) in any one year over a period of last five years. The turn over of years prior to two years shall be given additional weight-age of 10% per year to bring them to price level of 200.....-200..... The weight-age shall be as under:

1 st year of last five year	–	1.464
2 nd year of last five year	–	1.331
3 rd year of last five year	–	1.210
4 th year of last five year	–	1.100
5 th year of last five year	–	1.000

2.3 BID CAPACITY :-

- 2.3.1 Tenderer who meet the minimum qualification criteria stipulated in above shall be further evaluated for assessed bid capacity as under :-

Assessed bid capacity = [1.5 A x B]

Where :-

- A = Maximum value of civil engineering works executed in anyone year during last five years (10% weightage per year shall be given to bring the value of work executed on present price level).
 B = Prescribed completion period in years.

2.4 DISQUALIFICATION :-

- 2.4.1 Even though the applicant ,satisfies the above, they are subjected to be disqualified if they have -;

- I. Made un-true or false representation in the forms, statements () attachments furnished for prequalification.
- II. Records of poor performance such as abandoning the works, not properly completing the contract or financial failures, litigation history etc.

SECTION – III

SUBMISSION OF TENDER

3.1 SUBMISSION OF TENDER :-

- 3.1.1 The tenderer shall submit his tender in three separate sealed envelopes marked as Envelope "A", Envelope "B", & Envelope "C". All these three envelopes shall be submitted in an outer sealed envelope clearly mentioning the name of the work for which tender is offered, duly signed by the contractor.
- 3.1.2 The tenderers are advised to go through the pre-qualification documents carefully and furnish the required details duly supported by documentary evidence, which must be self attested as well as attested by a gazetted officer, as their eligibility for this contract will be decided on the strength of the information / documents submitted by them in Envelope "B".
- 3.1.3 **Envelope "A"** should contain the following:
 1. Valid Bid Security (Earnest Money) as per **para 2.13** of tender document.
 2. Copy of registration or FDR of Requisite amount.
- 3.1.4 **Envelope "B"** should contain the following :-
 Prequalification document containing technical information regarding eligibility for prequalification, enumerated in Information and Instructions to the tenderers in the prescribed proforma at Annexure I to VII (these should be supported by certificates signed by the officers not below the rank of Executive Engineer. The certificates should be translated in English and attested, if issued in some other Indian language).
- 3.1.5 Envelope "C" should contain the following:
 Price Bid (vol. II), and specifications (vol. III) in the prescribed tender document purchased by the tenderer, duly filled in with Price Bids in words and figures both.
- 3.1.6 All the documents in outer envelope shall be sent by registered / speed post / ETMS so as to reach in the offices as mentioned below, on or before.....during office hours.
 1. Engineer-in-Chief, Water Resources Department, Civil Lines, Raipur (Chhattisgarh)
 2. Chief Engineer,..... (Chhattisgarh)
- 3.1.7 If the date of receipt of tenders happens to be a holiday, the tender will be received on the next working day during office hours.
- 3.1.8 Tenders received late on account of any reason whatsoever will not be considered and returned to the tenderer unopened.
- 3.1.9 Telegraphic bids will not be entertained.
- 3.1.10 All the bids received shall be collected by the officer who is competent to accept the tender (Chief Engineer In case of Govt. / Engineer-in-Chief) and shall be kept in his safe custody.

3.2 LANGUAGE OF TENDER :-

- 3.2.1 Tender shall be submitted in 'prescribed form in English. All literature and correspondence in connection with the contract shall be in English.

3.3 OPENING OF TENDERS :-

- 3.3.1 All the tenders containing sealed Envelopes" A" , "B" and "C", which have been received shall be opened (Envelopes "A" and "B") on date _____ from 15:00 hours in the office of The Chief, Engineer, Mahanadi Project, Raipur (C.G.) by the officer competent to sanction tenders (Chief Engineer in case of Government, or officer authorized by him). Tenders will be opened in the presence of tenderers or their authorised representatives who choose to be present.
- 3.3.2 No application of the Tender shall be entertained between the period of submission and opening of tender.
- 3.3.3 After opening of outer Envelope "A", if the valid registration I letter of, permission, latest income tax clearance certificate and the earnest money of required amount as per Para 2.11 is found in order, then only Envelope "B" shall be opened.
- 3.3.4 Envelope "C" shall not be opened and shall be kept in custody with the officer, who is competent to accept the tender (Chief Engineer in case of Govt. / Engineer-in-Chief)
- 3.3.5 After opening of Envelope "B", based on the information given in the Document by the tenderer, evaluation of prequalification will be carried out as per norms / criteria given in Section-II of prequalification document. Prequalification of the bidder will be decided by the officer who is competent to accept the tender.
- 3.3.6 The bidder who does not pre-qualify as per prescribed norms, his price bid will not be opened and will be kept in the office of the officer competent to accept the tender (Chief Engineer in case of Govt. Engineer-in-Chief). Prequalified bidders shall be intimated the date and time on which Envelope "C", the price bid offer shall be opened.
- 3.3.7 The Envelope "C" will be opened on a pre intimated date and time and in the presence of bidders or their authorised representatives who choose to be present.

Note: -

1. Information in Annexure I to VII has to be filled in the Prequalification document itself.
2. Supporting documents as required must be supplied separately and kept in the envelope "A" "B" and "C" respectively.

ANNEXURE– I**CIVIL ENGINEERING WORKS :**

Details of the civil engineering works completed and applicant's performance record for last five years in the following proforma (separate information for each work).

1. Name of works :
2. Agreement No. and Year :
3. Place and Country :
4. Total tendered cost of work : (Rs. in Lac)
5. Brief description of works :
including principal features
and quantities of main
items of the work
6. Annual-turnover
information on 6.1
and 6.2 be given for each
year of the last five years

6.1 QUANTITY

Items	Quantities Executed (in thousand cum)	Certificate of concerned authority is essential
a. Excavation / Earth work		
b. In situ lining using paver		

- 6.2 FINANCIAL TURNOVER :** (Rs. in Lac)
(Defined as billing for works excluding advance
payments such as mobilization and machinery
received duly certified by concerned authorities)

7. PERIOD OF COMPLETION :

- 7.1 Originally stipulated time limit :
- 7.2 Extended time limit :
- 7.3 Actual time taken to complete the work :
- 7.4 Certificate from concerned authority
of work if completed in time :

- 7.5 Reasons for non completion of work in stipulated time limit/extended time limit, if so:
8. Were there any penalties/fines/work stop notices / compensation/liquidated damages imposed (Yes/No; if yes, give amount and explanation) :
9. Name, Designation, Department and complete address with whom the contents of the preceding paragraphs 1 to 6 could be verified :
10. **Name of applicant's Engineer in charge** of the work and educational qualification :
11. Give details of your experience in mobilising large. value concrete and masonry and excavation In hard and soft strata :
12. Give details of your-experience in mobilising large value contracts with modern technology on deployment of latest heavy construction l equipment :
13. Details of quality control arrangements made by the contractor of his own on these works :

Certified that the above information is true and correct to the best of my knowledge and belief.

ANNEXURE– II**MECHANICAL AND ELECTRICAL WORKS**

Details of the Mechanical and Electrical works completed and applicant's performance record for last five years in the following proforma (separate information for each work)

1. Name of work :
2. Agreement No. and year :
3. Place and country :
4. Total tendered cost of work (Rs. in Lac.) :
5. Brief description of works including
principal features and quantities of
main items of the work :
6. Annual-turnover : information
on 6.1 and 6.2 be given for
each year of the last five years :

6.1 QUANTITIES EXECUTED :

Item	Quantities Executed (Certificate of concerned authority is essential)

6.2 FINANCIAL TURNOVER : (Rs. in Lac)

(defined as billing for works excluding advance payments such as mobilization and machinery received duly certified by concerned authorities)

7. Period of Completion :-

- 7.1 Originally stipulated time limit
 - 7.2 Extended time limit :
 - 7.3. Actual time taken to complete the work :
 - 7.4 Certificate of concerned authority of work if completed in time :
 - 7.5 Reasons for non completion of work in stipulated time limit / extended
-
- 8. Were their any penalties/fines/work stop notice / Compensation/liquidated damages imposed (Yes/No) If yes, give amount and explanation :
 - 9. Name, Designation, Department and complete address with whom the contents of the preceding paragraphs 1 to 6 could be verified :
 - 10. Name of applicant's Engineer in charge of the work and educational qualification :
 - 11. Give details of your experience in monthly placement of concrete and masonry and excavation not as In Annexure I
 - 12. Give details of your experience in mobilizing large value contracts with modern technology on the deployment of latest heavy construction Equipment :
 - 13. Details of quality control arrangement made by the contractor of his own on these works. time limit if so. :

Certified that the above information is true and correct to the best of my knowledge and belief

ANNEXURE– III CIVIL ENGINEERING

Details of works in hand and applicant's performance record for last five years as on the date of submission of prequalification document in the following proforma (Separate information for each work)

1. Name of work :
2. Agreement No. and year :
3. Place and country :
4. Total tenderer cost of work (Rs. in Lac.) :
5. Balance cost as on 31.03.2003 (Rs. in Lac.) :
6. Balance cost as on 31.06.2003 (Rs. in Lac.) :
7. Name of applicant's Engineer-in-Charge with educational qualification :
8. Annual turnover information on 8.1 and 8.2 to be given for each year of the last five years :

8.1 Quantities executed :

Items	Quantities executed (Certificate of concerned authority is essential)
a. Excavation / Earth work (Thousand cubic meter)	
b. In situ lining using paver	
c.	
d.	

8.2 Financial turnover (Rs. in Lac) :

Defined as billing for works excluding advance

Payments such as mobilization and machinery

Received duly certified by concerned authorities.

9. Details of works in hand

- a. Percentage of physical completion and amount billed for the work completed :
- b. Cost of work remaining to be executed (Rs. in Lac)
- c. Stipulated date of completion :
- d. Anticipated date of completion :
- e. Explanation for non-completion of work within stipulated time limit :

10. Were there any penalties /fines/work stop notices / compensation / liquidated damages imposed ?

(Yes or no) if yes give amount and explanation :

11. Were there any fines claims or work stop notices filled by the employer ?

(Yes or no) if yes give amount and explanation :

12. Details of quality control arrangements made by the contractor of his own on these works :

13. Name, Destination, Department and complete address with whom above contents can be verified :

Certified that the above information is true and correct to the best of my knowledge and belief.

ANNEXURE– IV

FINANCIAL STATEMENT

(To be given separately for each partner in case of Joint Venture)

1. Capital :

- Authorised
- Issued and paid up

2. Firms's information ;

- Duration of existence of the firm.
- Details of the works completed and applicant's
Performance record for last five years.
- Details of work in hand and applicant's performance
Record for last five years as on date of submission of

Prequalification :

3. Balance sheet information

furnish balance sheet and profit and loss statement with Auditor's report for the last five years, inter alia, with the following information.

a. Working capital :

b. Turnover on Civil Engineering works :

Year	Amount of Turnover during the year (Rs. Lac)	Multiplying Factor	Amount of turn over brought to current price level (by multiplying amount in col. 2 by factors given in col 3) (Rs. in Lac.)
1	2	3	4
1998-1999		1.464	
1999-2000		1.331	
2000-2001		1.210	
2001-2002		1.100	
2002-2003		1.000	

- c. Gross income of applicant (Rs. in Lac.)
 - I. In the year 1998-99
 - II. In the year 1999-2000
 - III. In the year 2000-01
 - IV. In the year 2001-02
 - V. In the year 2002-2003

Note :- Above years will be changed as per year of NIT.

- 4. Total liabilities :
- 5. Current Ratio
 - a. Current assets (Rs. in Lac)
Current Liabilities (Rs. in Lac)
 - b. Total liability to net worth
 - c. Debt. equity ratio
(Define as Debt/Equity)
- 6. Works carried out What is the maximum value of the project that
Your can handle ? (Rs. in Lac)
- 7. Govt. tenders :
Have you ever denied tendering facilities by the
Govt. Deptt., / Public sector under taking ?
(Give details)
- 8. Sources of Finance :
What are your sources of finance ?
(Please give complete details)
- 9. Financial soundness certificate of financial
soundness from bankers applicant
- 10. Bank information :
Furnish the following information for last five years (duly Certified by the
respective banks) :

- a. Bank guarantee limit enjoyed by the firm during each of the last five years with Bank wise breakup (Rs. in Lac.)
 - b. Portion of Bank Guarantee already utilized as on date of application (Rs. in Lac.)
11. Overdraft information :

Overdraft limits enjoyed during each of the last five years With bank wise breakup (Rs. in Lac)
12. Bankers :

Name and address of bankers from whom reference can be obtained :
13. Have you ever been declared bankrupt ?

(if yes please give details)

Certified that the above information is true and correct to the best of my knowledge and belief.

ANNEXURE– V**JOINT VENTURE**

If the applicant intends to enter in to a Joint Venture for the Project, please furnish the following information otherwise state “Non Applicable”

1. Name and address of Joint Venture :
2. Names and addresses of all partners of Joint venture :
3. Name of firm leading the Joint venture :
4. Indicate responsibility of the firm leading the Joint Venture and responsibility of other Joint Venture Partners :
5. Name and addresses of bankers of the Joint venture :
6. Details regarding financial participation of each firm in the Joint Venture. Certified copy of the agreement of Joint venture shall Be attached.

Certified that the above information is true and correct to the best of my knowledge and belief.

ANNEXURE– VI**RESOURCES : PERSONNEL**

Please furnish details of Key Technical and Administrative Personnel in the following proforma.

1. Details of the Board of the Directors :
 - a. Name of the Directors
 - b. Organisation
 - c. Addresses
 - d. Remarks
2. Design/Technical and Administrative Details:-

Details of key design/technical and administrative personnel and consultants and supervisory technical staff, which the applicant will employ on the proposed work.

 - a. Individual's name
 - b. Educational Qualification :
 - c. Details of training given for such type of works :
 - d. Present position of office:
 - e. Professional experience and number of years of experience in similar works :
 - f. Years with the applicant :
 - g. Language known :
 - h. Distribution of above personnel on works on hand on this work for which applied for Prequalifications:
 - I. Remarks
3. Professional Tax :

Contractor shall submit Professional Tax certificate to the effect that no Professional tax dues are out standing against the tenderer/firm from competent authority.
4. Labour License :

Contractor shall submit a valid and current license issued in this favour under the provisions of contract.

Certified that the above information is true & correct to the best of my knowledge and belief.

Signature of Contractor

ANNEXURE– VII**(Refer the Information and Instruction for the tenderer)****LIST SHOWING NEAR RELATIVES OF THE TENDERER WORKING****IN THE WATER RESOURCES DEPARTMENT OF CHHATTISGARH**

Sr. No	Name of Divisional Accountant and Gazetted Officer working in water Resources Department	Relations hip with the Tender	Name of the person working with the tenderer who are near relative to the officers mentioned in col.-2	Relationship
1	2	3	4	5

Signature of Tenderer

ANNEXURE– VIII
LETTER OF TRANSMITTAL

To,

The Engineer-in-Chief,
Water Resources Department
Raipur (C.G.)

Or

The Chief Engineer

..... (C.G.)

Subject :- Submission of prequalification application and tender document for the
execution of (Name of work as per NIT)
.....
.....

Dear Sir,

I/We hereby submit Bid Security, Income Tax Certificate, Copy of
Registration/Permission in **Envelope “A”**.

I/We hereby submit the Prequalification and Tender Documents in **Envelope “B” and
“C”** respectively.

I/We hereby certify the truth and correctness of all statement made and information
supplied in the enclosed Annexure.

I/We have furnished all information and details necessary for Prequalification as bidder
(s) and that no further information remain to be supplied.

I/We submit the requisite certified certificates and authorise the project authorities to
approach the bank issuing the solvency certificate to verify the correctness thereof as well
as to approach individuals, employees, firms and/or corporation to verify my/our
competence and general reputation.

I/We submit the following certified certificate(s) in support of our eligibility, technical
know how, capability and having successfully completed the works from the
clients/owners of respective works.

- 1.
- 2.
- 3.

Enclosures :-

Signature of Contractor

Date of Submission :

Place:

Seal of Applicant

**(ENVELOPE – “C”)
TENDER DOCUMENT**

PART – I

**NOTICE INVITING TENDER
(FOR TURN – KEY CONTRACT “G”)**

N.I.T. No.

Sealed Tender in form “G” TURN-KEY Contract in 3 – envelope System for the execution of Unit – I & Unit – II works of Scheme will be received in the office of the Engineer-in-Chief Water Resources Department , Raipur and office of the Chief Engineer (C.G.) up to 5.30 pm. On dated from Category..... Contractor registered in the officer of the Engineer-in-Chief, Water Resources Department, Raipur (C.G.).

S. No	Description of work	Provisional Cost of work	Amount of Earnest Money	Cost of Tender Documents	Period of Completion
1	2	3	4	5	6

The blank tender documents and other details can be obtained from the Office of the Engineer-in-Chief, Water Resources Department, Civil Lines, Raipur (C.G.) Pin : 492001 (Telephone No. 331350, 53 and Fax No. 331350) and Office of the **Chief Engineer**, on any working day from to one day before receipt of tender during office hour. The Tender documents can also be obtained from ETMS. The website No. is <http://wrdcg.etenders.in>

The **Pre-tender** conference will be held onChief Engineer,(C.G.).

The **“Prequalification document and tender Documents”** along with details of ”Earnest Money” etc. shall be received in the following offices on or before from the contractors or their authorized representatives. The documents received if late, due to any reason, whatsoever, shall not be entertained.

1. **Engineer-in-Chief**, Water Resources Department, Civil Lines Raipur (C.G.)
2. Chief Engineer, (C.G.)
3. On Line Electronic Payment through ETMS.

The "Prequalification Documents" shall be opened on in the office of the Chief Engineer, (C.G.) in the presence of tenderers or their authorized representative who choose to remain present.

The price bid of only qualified tenderers shall be opened later on at the time and date to be informed in due course.

For any other informations and relevant details or for visiting site of works, interested parties may contact Superintending Engineer, (C.G.)

(Issuing Authority)

Ended No.....Date

Copy forwarded to :

1. Engineer-in-Chief, C.G. WRD/P.W.D./P.H.E.D.
2. The Chief Engineer Basin/ Project
3. Superintending Engineer.
- 4.
- 5.
- 6.
- 7.

PART – II

DETAIL INFORMATION FOR THE TENDERERS

- 2.1 Sealed tenders for the works mentioned below in "**Form G**" are invited from those tenderers who are registered in category A-V in the office of Engineer-in-Chief, Water Resources Department, Raipur (C.G.) and from the firms of repute who have successfully executed similar works and who have been permitted by the Engineer-in-Chief, Water Resources Department, Raipur (C.G.). Firms who are not registered in **A-5** class category in the office of the Engineer-in-Chief, Water Resources Department, Raipur (C.G.) have to be registered themselves in the above mention class **within 30 days from the date of submission of tender or prior** to acceptance of tender which ever is earlier, failure to do so will result in Earnest Money being forfeited and tender being cancelled.

2.1.1 NAME OF WORK :-

Execution of as detailed below :-

- (i) **UNIT – I – Head Work:-**
- (ii) **UNIT – II – Irrigation Canal :-**

2.1.2. PLANNING AND CONSTRUCTION :-

- (i) Planning and construction of Unit-I Head Work
.....
.....
- (ii) Planning and construction of Unit-II Canal
.....
.....

2.1.3 DESIGN LIMITATION AND REQUIREMENT OF MAIN WORK :-

ITEM OF WORKS :-

A - Survey, Investigation explorations :-

Details surveys and investigations including sub strata exploration required for the design of all component parts of Unit-I Head Work and Unit-II Canal System, all structures required for canals, survey for fixing alignment and locations, survey for whole command area, survey and testing of construction materials, land acquisition cases and borrow areas, geological survey of foundations, model study etc.

B-Fixing alignment and location of various structures:

Fixing alignment of Unit – II irrigation canal and its distribution system upto 40 Ha. chak. including location of all structures. Fixing alignment of all canal system upto 40 Ha. chak. Preparing combined command map on tracing cloth with ridges, valleys,

chak boundaries, locations of outlets marked on it. Preparation of cut-off statement, collaba statement on the basis of command map for each individual distributory and minors.

C- Design Drawing and Estimates :-

Preparation of designs, drawings and detailed estimates on the basis of approved designs and drawings as per S.O.R. (w.e.f. 1.12.2003) of the department, clubbing of items for record measurements, and basis of payment, getting approval of all above mentioned items of activities described in para A & B above, from competent authorities, as per specification, design criteria of Water Resources Department, relevant I.S. code, I.R.C. publications and circulars issued by department from time to time.

Acquisition of Land Properties :-

Preparing temporary land acquisition cases for borrow area and area for any other construction activities required, if any, preparing permanent land acquisition cases (Private land, Government land, Forest land, if any), preparing property compensation cases, if any, such as wells, trees, houses, land in abadi etc. required for construction of Unit-I Head Work and Unit-II canals and its structures area required for disposal of excavated materials, nalla training etc. for submission to L.A.O./Government, pursuing the same, getting the award/approval from competent authorities including arrangements of land on the temporary basis for all construction activities.

Planning :-

The contractor will submit "construction programme" showing quantity wise sequence of operations after the approval of estimates according to his schedule vide G-1 to and should get the programme approved from the competent authorities. He will also submit programme of bringing requisite tools and plant, machinery to be engaged by him to the site of work.

Construction :-

Construction of Unit-I Head Work and Unit-II irrigation canal and its distribution system upto 40 Ha. chak including all structures.
..... as per approved design, drawings, specification of Water Resources Department relevant I.S. code, I.R.C. publication and circulars issued by the department from time to time.

Post Construction Work (Operation, Trial, Rectifications and Maintenance) :-

Commissioning and trial of the whole constructed system including Irrigation for two Irrigation season as per Irrigation Manual, rectifying system as directed by the Engineer-in-Charge, measurement of seepage/losses, Irrigated area, discharge, treatment of the canal where seepage/losses are more than permissible limit, operation and necessary maintenance of the whole system for two consecutive years (..... months)

- (1) Probable amount of works :- Rs.
- (2) Time allowed for completion :-months including rainy season from the date of issue of work order.

2.1.4 **SCOPE OF WORK :-**

The whole project comprises of construction of following components :-

- (i) Construction of Unit-I Head Wor
 - (a)
 - (b)
- (ii) Construction of Unit-II Irrigation Canal and structures.
- (iii) Renovation of the existing canal system for approximate area of Ha.

Items under scope of work :-

The scope of work to be carried out under the proposed contract would be as below:-

2.1.4.1 **UNIT-I HEAD WORKS :-**

- (i) Detailed survey for catchment area submerged area, quarries, borrow areas and disposal area of the Unit-I Head Work.
- (ii) Plotting the same (as item i) on combined village map, contouring the village map, marking ridges by red dotted lines and valleys by blue arrow lines.
- (iii) Detailed investigation for foundation strata for construction of earthen dam, masonry dam, waste weir, spill channel, chute fall etc.
- (iv) Planning, design and drawing of above component.
- (v) Preparation of Area-capacity-curve, Capacity table, fixing principal levels of dam etc.
- (vi) Survey for fixing alignments and location of Unit-I Head Work.
- (vii) Taking trial pits / taking cores by drilling machine, geological investigation for all components of Unit-I Head Work.
- (viii) Making or submergence area in fields approved alignments, borrow areas, disposal areas, submerged area etc. on the village map.
- (ix) Model studies wherever required.

2.1.4.2 **UNIT-II CANAL :-**

- (i) Preparing combine village map on tracing cloth in ink for whole of the command area of canal system.
II canal system
- (ii) Detailed survey of command area up to ha. upto 40 ha. chak survey for quarries, survey for borrow areas and disposal area.
- (iii) Plotting the same (as item ii) on combine village map, contouring the village map, marking ridges by red dotted lines and valleys by blue arrow lines, demarcation of chak boundaries.
- (iv) Survey for fixing alignments and location of structures.
- (v) Taking trial pits / taking cores by drilling machine on alignment of Unit – II canal .

- (vi) Drawing approved alignments, borrow areas, disposal areas, chak boundaries (up to 40 hactare) position of out lets, various structures etc. on the village map.
- (vii) Preparing chak statements, out let register, cutoff statement. etc.

2.1.4.3 Catchment area survey, grid survey, levelling along the nalla/river to determine the bed slope of the nalla/river for cross drainage works, grid survey for other structures such as drainage crossing, road crossing, cross regulators, escapes, falls, distributary and minor heads, metering flumes etc, taking trial pits/cores by drilling for foundation investigation of structures, preparing designs, drawings of structures as per specifications and design criteria of Water Resources Department, relevant I.S. code, I.R.C. Publications and circulars issued by the department from time to time, preparing detail estimates as per S.O.R. (w.e.f. 01-10-2003) of the department on the basis of approved design, drawing, clubbing of items for record measurements and basis of payment, getting approval of all above mentioned item of works from competent authority.

2.1.4.4 Preparing temporary land acquisition cases for borrow area required, if any, permanent land acquisition cases (Private land, Govt. Land, Forest land, if any), for canals, area required for disposal of materials, spoils, stack pits or stack yards, area required for any other construction activities, if any, preparing property compensation cases, if any, such as wells, trees, houses, land in abadi etc. required for construction of Canals and submitting to L.A.O./Government, persuing the same, getting the award / approval of all above mentioned item of works from competent authorities including arrangements of land on the temporary basis for all construction activities.

Cost of temporary land acquisition, if any, shall be paid by the contractor, cost of permanent land acquisition (compensation) including service charges shall be born by the department.

2.1.4.5 Construction of Irrigation canal approximately Km. long, its distribution system upto 40 ha. chak, in accordance with the approved designs and drawings from the competent authorities, excluding cost of land for Permanent acquisition (Private land, Govt. land, forest land if any) and cost of compensation of properties, if any, such as wells, trees, houses, land in abadi etc. acquired for construction of above whole system, but including' cost of temporary land acquisition, cost of land for quarries, opening and operating quarries, disposal and stacking of excavated materials in predetermined approved stock yards, stock pits, fixing boundary stone, 0.20 km stone, painting the same, fixing bed grade stone, preparing service road, construction of dowlah, boundry trench, catch water drain, W.B.M. road on service bank of Phase- II Irrigation canal for entire length of canal, as per specifications of Water Resources Department, relevant I.S. code, I.R.C. publications and circulars issued by the department from time to time and as per directions of Engineer-in-Charge, necessary structures required to meet out effective and efficient regulation of designed discharge as per cropping pattern approved for this canal system, which is Kharif hactare.

2.1.4.6 In case of work pertaining in the area/jurisdiction of other department (N.H., P.W.D., Forest) necessary permission/work execution to their satisfaction will be done by the contractor.

2.1.4.7 Necessary provision as directed by the Engineer-in-Charge with the prior approval of Chief Engineer should be made for cross regulators, escapes, road crossings and metering flumes (discharge measuring device) to regulate the design discharge effectively.

2.1.4.8 Ensuring quality control measures during construction.

2.1.4.9 Commissioning and trial of the whole constructed systems including irrigation of hactare Kharif paddy for two irrigation season as per irrigation manual, rectifying the system as directed by the Engineer-in-Charge, measurement of seepage/losses, irrigated area, discharge, treatment of the canal where seepage/losses are more than permissible limits, operation and necessary maintenance of the whole system for two consecutive years(.....months).

2.2 **Definition and Interpretations :-** In the" Prequalification and Tender Documents the following terms shall have the meanings hereby assigned to them except where the context otherwise requires.

- a) Government shall mean the Government of Chhattisgarh, Water Resources Department.
- b) Chief Engineer shall mean Chief Engineer,.....
- c) "Engineer-in-Charge" shall mean the Executive Engineer in Charge of the works and shall also include the superior officers of the Water Resources Department of Government, i.e. the Superintending Engineer of respective Circle or Chief Engineer,
- d) "Engineer-in-Charge's representative" shall mean the Sub Divisional Officer who is in direct charge of the works.,
- e) Contractor shall mean the Person, Firm or Company who enters into contract, with the Department and shall include their executors, administrators, successors and assignees.
- f) Contract shall mean, contract agreement executed by the contractor with the competent authority of the department duly signed by them and that include two volumes as below:

Volume II - Tender Documents.

Volume III - Specifications.

- g) Work shall mean the work to be executed in accordance with contract.
- h) Specifications shall mean the specifications for materials and works as specified in Volume III of the contract.
- i) Site shall mean the land and the other places on, under, in or through which the works are carried out and any other lands or places provided by the Government.
- j) Unit-II canal means the canal starting from the junction of Unit-I Head Work and canal system
- k)

2.3 Location of Works :- .

The relevant Topo Sheet for the entire site are

2.4 Probable amount of work :- The "Probable amount of work" cost shown in the N.I.T. and tender document are purely tentative and merely for technical guidance.

2.5 Instruction to Tenderers :- Each tenderers should carefully examine the specifications, special conditions and other particulars etc. and visit the site of work and fully satisfy and acquaint himself about the nature, location of the work, the surface conditions, various quarries, quality and quantity of materials available in quarries with their leads and lifts, the character of equipment and ancillaries needed preliminary to and during the execution of the work and general anti local conditions which may effect the work and its cost.

2.6 Language of Tender

Tender shall be submitted in prescribed form in English. All literature and correspondence in connection with the contract shall be in English.

2.7 Contract documents and matters to be treated as confidential

All documents, correspondence, decisions and other matters concerning the contract shall be considered as confidential and restricted nature by the Contractor and he shall not divulge or allow access there to any unauthorised person.

2.8 (a) Availability of "Prequalification and Tender Documents :-

"Prequalification and Tender Documents" with relevant details, which shall be available for sale on payment of set in cash or in the shape of Demand Draft Payable in favour of Executive Engineer,(Chhattisgarh)" in the following offices :-

1. Engineer-in-Chief, Water Resources Department, Civil Line, Raipur (C.G.)
2. Chief Engineer,(C.G.)

The documents can be obtained from.....to one day before receipt of tender by registered / speed post/ETMS during office hours (10:30 AM to 05:30 PM). Tederers are requested to obtain the document well before, such that the documents are receipt by registered / speed post /ETMS during office hours, upto the date of receiving tenders.

2.8 (b) Pre-tender Conference :-

1. Pre-tender Conference open to all the tenderers will be held in the office of the Chief Engineer,on.....where in the prospective tenderers will have an opportunity to obtain clarifications regarding the work and the tender conditions.

2. The prospective tenderers are free to ask for any additional clarification either in writing or orally and the reply to the same will be given by the Chief Engineer, in writing and these clarifications referred to as common conditions shall form part of tender document and which will also be common and applicable to all tenderers.

The tender submitted by the tenderer shall be based on the clarification, additional facility issued (if any) by the department and this tender shall be unconditional. Conditional tender will be summarily rejected as non-responsive.

2.9 Submission of Tender

The tenderer shall submit his tender in three separate sealed envelopes marked as **Envelope "A"**, **Envelope "B"** and **Envelope "C"**. All these three envelopes shall be submitted in an outer sealed envelope clearly mentioning the name of the work for which tender is offered, duly signed by the contractor.

The tenderers are advised to go through the pre qualification documents carefully and furnish the required details duly supported by documentary evidence (which must be self attested as well as attested by a Gazetted officer), as their eligibility for this contract will be decided on the strength of the information / documents submitted by them in **Envelope "B"**

Envelope "A" should contain following:-

1. Valid Bid Security (Earnest Money) in one of the Approved forms, laid down in **clause 2.13** of tender document
2. Latest Income Tax Clearance Certificate.
3. Copy of Registration or permission.
4. Solvency certificate.

Envelope "B" should contain the following :-

Pre qualification document containing technical information regarding eligibility for pre qualification, enumerated in Information and Instructions to the tenderers in the prescribed proforma at **Annexure I to VII** (these should be supported by certificates signed by the officer not below the rank of Executive Engineer. The certificate should be translated in English and attested, if issued in some other Indian Language)

Envelope "C" should contain the following:-

Price bid (**Volume II**), and specifications (**Volume III**) and in the prescribed tender document purchased by the tenderer, duly filled in with Price Bids in words and figures both.

The outer envelope shall be sent by registered / speed post / ETMS so as to reach on or beforeduring office hours in the offices as mentioned below on the due date i.e. the date fixed for receiving tender. Tenders received late on the account of any reason whatsoever will not be considered and returned to the tenderer unopened. Telegraphic bids will not be entertained. All the bids

received shall be collected by the officer who is competent to accept the tender (Chief Engineer in case of Engineer-in-Chief / Government) and shall be kept in his safe custody.

1. **Engineer-in-Chief**, Water Resources Deptt., Civil Lines, Raipur (C.G.)
2. **Chief Engineer**, (C.G.)

- 2.10 **Opening of Tender:-** All the tenders containing sealed Envelopes "A", "B" and "C" which have been collected shall be opened (Envelope "A" and "B") on Date.....from 15.00 hours in the office of The Chief Engineer, (C.G.), by the officer competent to sanction tenders (Chief Engineer in case of Engineer-in-Chief / Government), or officer authorised by him. Tenders will be opened in the presence of tenderers or their authorised representative who choose to be present.

No application of the Tenderer shall be entertained between the period of submission and opening of tender.

After opening of outer **Envelope "A"** if the latest Income tax clearance certificate and the earnest money of required amount as per clause 2.13 is found in order, than only **Envelope "B"** shall be opened. Envelope "C" shall not be opened and shall be kept in custody with the officer who is competent to accept the tender (Chief Engineer in case of Engineer-in-Chief / Government)

After opening of **Envelope "B"** , based on the informations given in the document by the tenderer, evaluation of prequalification will be carried out as per norms/criteria given in Section 2 of prequalification document. Prequalification of the bidder will be decided by the officer who is competent to accept the tender.

The bidder who does not pre-qualify as per prescribed norms, his price bid will not be opened and will be kept in the office of the officer competent to accept the tender (Chief Engineer in case of Engineer-in-Chief / Government). Prequalified bidders shall be intimated the date and time on which **Envelope "C"**, the price bid offer shall be opened. The **Envelope "C"** will be opened on a pre intimated date and time and in the presence of bidders or their authorized representative who choose to be present.

- 2.11 **Disqualification:-** Even though the bidders meet the qualifying criteria given in **Annexure - I** They are subject to be disqualified if they have made untrue and false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record and poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure, Litigation, history etc.
- 2.12 **Informations for filling Tenders:-** Allover-writings should be neatly scored out and rewritten and corrections should be duly attested prior to the submission of the tender 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 deposit of the contractor shall be forfeited.

- 2.13 **Modes of deposit of Earnest Money:-** If the tenderer proposed to pay the earnest money in cash, he shall pay the earnest money to the credit of revenue deposit on behalf of the Executive Engineer, in to a branch of state bank of India or Government Treasury or Sub-Treasury with in the jurisdiction of the Executive Engineer mentioned above and send / produce the chalan to the Executive Engineer separately and it should not be kept in the cover containing tenders. If however, the tenderer wishes to deposit the earnest money in anyone of the following forms, he may do so and produce/ send the same duly hypothecated to the Executive Engineer,
- (i) Treasury Receipt
 - (ii) National Saving Certificate
 - (iii) Treasury Bonds
 - (iv) Approved Interest Bearing Security
 - (v) Government Promissory Notes/National Plan Loans
 - (vi) Post Office Cash Certificate .
 - (vii) 10 Years Treasury Saving Deposit Certificates
 - (viii) 12 Years National Plan Saving Certificates
 - (ix) 10 Years Defence Deposit Certificates
 - (x) National Saving Certificates duly hypothecated in the name of the Executive Engineer
 - (xi) All Small Saving Securities and Post Office Saving Bank Account duly pledged to Executive Engineer.
 - (xii) Bank Draft of the State Bank Of India or scheduled Banks in case of tenderers of other states
 - (xiii) Units of Unit Trust of India
 - (xiv) Banks Draft issued by big urban Banks whose working capital exceeds Rs. 5 Crores and by A, B, and C class Central Co-operative banks/Non Schedule State Cooperative Banks subject to the condition that the draft are encashed by the accepting authority as soon as they are received and the contracts are allowed only after the encashment of drafts as per M.P.F.D.No. F/3/18/77/8/5/(iv) date 13-2-1973.
- 2.14 **Submission of Earnest Money :-** The Earnest money in one of the prescribed forms should be produced /sent separately in Envelope –“A” 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.
- 2.15 **Earnest Money for Tenderers from other State:-** The intending Tenderers from other States may remit the Earnest Money in the form of Bank Draft of the State Bank of India or any other scheduled bank in favour of The Executive Engineer,It will be the responsibility of the contractor to get the validity of the Bank Draft extended atleast one month prior to the expiry date from time to time, failing which the Bank Draft shall be encashed by the Engineer-in-Charge one month before the expiry date of Bank Draft and cash accrued shall be at the disposal of the Government.

- 2.16 **Validity of Earnest Money Deposit :-** The Earnest Money Deposit shall be valid for a period not less than eight months from the stipulated last date of submission of tender.
- 2.17 **Receipt of Earnest Money :-** No tender will be received without an Earnest Money of Rs. (As.) only in a separate sealed cover marked as **Envelope-A** 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.
- 2.18 **Security Deposit:-** The Security Deposit @ 5% from each running bill shall be deducted till the value of such deductions (inclusive of amount of security for performance) becomes 5% of the tendered value.
- 2.19 **(i) Execution of Agreement and Engineer-in-Charge for the work:-** The tenderer whose tender has been accepted (herein after referred to as the contractor) will execute the agreement with the Executive Engineer,
.....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.
(ii)
- 2.20 **Instructions for submission of Tender :-** The submission of 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 work etc. and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches there too shall lie wholly with the contractor.
- 2.21 **Conditional Tender are liable to be rejected:-**
- 2.21 (a) Conditional tender/offers will not be accepted under any circumstances whatsoever.
- 2.21 (b) The Government reserves the right to negotiate with the qualified tenderers, if in the opinion of Government the bid amount is found to be un-reasonable.
- The Government also reserve the right to reject all the tenders without assigning any reason thereof. No correspondence or claim shall be entertained on this account.
- 2.22 **All dues will be Payable by the Contractor:-** All dues regarding taxes including the Sales 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 Water Resources Department will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

- 2.23 **Income Tax :-** Income tax at the rate of **2.24%** from any sum payable to the Contractor at the time of credit of such sum or at the time of payment by cash/cheque or draft or any other mode shall be deducted at the sources from its running/final or any type of payment for this contract as per **section 194** of income tax act 1961 and as per prevailing rules.
- 2.24 **Commercial Tax:-** Commercial Tax (Vaniya Kar) at the rate of **2%** (Two Percent) from the running bills/final bill will be payable by the Contractor and prevailing rules in this regard will have to be followed.
- 2.25 **Model Rules for Water Supply, Sanitation in Labour Camps :-**
The contractor will be bound to follow the Model Rules relating to layout of water supply and sanitation in labour camps (vide **Annexure -A**)
- 2.26 **Fair Wages to labourers :-**
The Contractor shall not pay less than fair wages to labourers engaged by him on the work (copy of rules enclosed vide **Annexure -B**)
- 2.27 **Income Tax :-** No tender will be considered unless it is accompanied by balance sheet of his firm for the latest assessment year duly approved by the Chartered Accountant.
- 2.28 **Execution of work as per Specifications:-** The contractor shall execute the work as per specifications (**Volume -III**) incorporated in the tender document, detailed approved design, drawing, relevant I.S. Code I.R.C. Publication and circulars issued by the Department from time to time and in accordance with the special conditions incorporated in the tender document.
- 2.29 **Removal of unsuitable or undesirable Employees of Contractor:-**
The contractor shall on receipt of the requisition from the Engineer-in-Charge at once remove any person employed by him on the work in the opinion of Executive Engineer is unsuitable or undesirable.
- 2.30 **Recovery of amount dues :-**
Any amount due to Government from the contractor on any account may be recovered from him, as arrears of land revenue.
- 2.31 **Execution of work according to time Schedule:-**
The work shall be done by the Contractor according to the time schedule fixed by the competent authority. Tenderer is required to fill proposed **Key dates** for completion of various constructional activities for all system annexed in **G-1** to
- 2.32 **Canvassing or support for acceptance of Tender :-**
canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render him liable to penalties, which may include removal of his name from the register of, approved contractors, and in case of unregistered contractor debarring him for registration for a period of 5 (Five) years.

- 2.33 **List of Near Relatives, Working in Chhattisgarh W.R. Department :-**
A list (vide **Annexure -D**) showing the names of II “Near Relative” posted as Divisional Accountant or any Gazatted Officer in the Water Resources Department (Including Secretaries) should also be appended to the tender.
- (Note :- By the term Near Relative is meant -Son, Grandson, Father, Mother, Spouse, Brother, Sister, Brother-in-law, Father-in-law and Mother-in-law.)
- 2.34 **No claims for price adjustment :-** No claims for price adjustment / escalation under any circumstances whatsoever shall be entertained.
- 2.35 **Validity of Offer :-**
The offer of the tenderers shall remain valid for 6 (Six) months with effect from the date of opening of Price Bid.
- 2.36 **Bank Commission Charges :-** Bank commission charges will not be born by the State Government.
- 2.37 **Force Majeure :-** Failure in performance due to Force Majeure of any part of this contract arise from war, insurrection, restraint imposed by Government act of Legislature or act of God or any inevitable of unforeseen event beyond human control directly or indirectly interfering with the execution of work or from any cause which may be reasonable ground for an extension of time, the competent authority as mentioned in subsequent para **4.32** 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 to him due to these reasons.
- 2.38 **Particulars of Tenderer- to be supplied with Tender:-** 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 tenderers with his usual signature. When tender is given by firm having partnership, 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 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 corporation shall be signed with the legal name of the corporation followed by the name of the state of Incorporation and by signature and by designation of the president, secretary or other persons authorised to sign it in the matter.
- 2.39 **Obtaining Valid License under the Contract:-** The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act in force and rules made thereunder by competent authority from time to time before commencement of work and continue to have valid license until the completion of the work.
- 2.40 **Identity card to the Employee:-**
Each employee of the contractor related with the work shall have a bonafied Photo Identity Card duly signed by the Engineer-in-Charge.

2.41 Tools and Plants :-

The contractor shall be liable to arrange the special and ordinary tools and plants required for the said work at his own cost.

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PART III "FORM G"

Tender For a Turn-Key Contract, (as per paragraph 2.091 and Appendix 2.18 of W.D. Manual)

I/ We do hereby tender to execute the whole of the work described in the tender document and according to the annexed specifications for the sum of Rs.(Rs.....) and should this tender be accepted I/we do hereby agree and bind myself/ ourselves to abide by and fulfil all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Governor of Chhattisgarh the penalties of sums of money mentioned in the said conditions.

Dated : Tenderer's Signature
.....

Address

Witnesses :

Address :

The above tender is hereby accepted by me on behalf of the Governor of the Chhattisgarh.

Date200..... Signature of Authority by whom tender accepted

SECURITIES

Name	Address	Occupation or Profession	Remarks

CONDITIONS OF CONTRACT

- 3.1 The person(s) whose tender may be accepted (hereinafter called the contractor(s) shall within ten days of the receipt by him/them of the notification of the acceptance of his/their tender, deposit with the Executive Engineer a sum equal to percent of the tendered amount either in cash or interest bearing securities endorsed to the Executive Engineer from any Nationalised or Scheduled Bank's Branch. All damages to be borne, or other sums of money payable by the Contractor(s) to the Governor of Chhattisgarh under the term of this contract may be deducted from or paid by the sale of sufficient part of his/their security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor(s) by the Governor of the Chhattisgarh on any account whatsoever. In the event of his/their security deposit being reduced by reason of any deductions or sale as aforesaid or by reason of forfeiture under clause 3.13 the contractor(s) shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may be

necessary to make the amount of deposit equal to percent of the tendered value.

The contractor(s) is/are to provide everything of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of drawings and specification taken together which are to be signed by the **Executive Engineer**,(hereinafter called the Executive Engineer) and the contractor (s) whether the same may or may not be particularly described in the specification or shown on the drawings, provided that the same are reasonably and obviously to be inferred therefrom and in case of any discrepancy between the drawings and the specification the Executive Engineer is to decide which shall be followed.

- 3.2 The contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the progress of the works to amend on the requisition of the Executive Engineer any errors which may arise therein and provide all the necessary labour and materials for so doing. The Contractor(s) is/are and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor (s) is/are to leave to works in all respects clean and perfect at the completion there of.
- 3.2 A. In respect of all bearings, hinges or similar parts intended for use in the superstructure on any bridge, the contractor shall, whenever required, in the course of manufacture, arrange an afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein to any officer of the Directorate of Inspection of the Ministry of Works, Production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection. All inspection charges will be payable by the contractor.
- 3.3 Complete copies of the drawings and specification signed by the Executive Engineer are to be furnished by him to the contractor (s) for his/ their own use and the same or copies there of are to be kept on buildings in-charge of the contractor(s) agent who is to be constantly kept on the ground by the contractor(s) and to whom the instructions can be given by the Executive Engineer The contractor(s) is/are not to sublet the works or any part there of without the consent in writing of the Executive Engineer.
- 3.4 The Executive Engineer is to have at all times access to the works, which are to be entirely under his control. He may require the contractor(s) to dismiss any person in the contractor's (s) employ upon the works who may be incompetent or misconduct himself and the contractor(s) is/are forthwith to comply with such requirements.
- 3.5 All work and materials brought and left up on the ground by the contractor (s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the Governor of Chhattisgarh and the same are not to be removed or taken away by the contractor (s) or any other person without the

special license and consent in writing of the Executive Engineer but the Governor of the Chhattisgarh is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

- 3.6 The Executive Engineer has full power, to require the removal from the premises of all materials which in his opinion, are not in accordance with the specification and in case of default the Executive Engineer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power, to require other proper materials to be substituted and in case of default the Executive Engineer may cause the same to be supplied and all costs which may attributed to such removal and substitution are to be borne by the contractor(s).
- 3.7 If in the opinion of the Executive Engineer any of the works, are executed with improper materials or defective workmanship, the contractor(s) is/are when required by the Executive Engineer forth with to re-execute the same and to substitute proper, materials and workmanship and in case of default of the contractor(s) is so doing within a week the Executive Engineer is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).
- 3.8 Any defects, shrinkage or other faults which may appear within twenty four months from the completion of the building* arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor (s) at his/their own cost unless the Executive Engineer shall decide that he/they ought to be paid for the same and in case of default the Governor of Chhattisgarh may recover from the contractor (s) the cost of making good the works.
- * Building, means all works / activities proposed under the contract.
- 3.9 From the commencement of the works to the completion of the same, they are to be under the contractor(s) charge. The contractor (s) is/ are to be held responsible for and to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or others causes and they are to hold the Governor of Chhattisgarh harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor(s) or of anyone in his/their employ during the execution of the works.

- 3.10 The works comprised in this tender are to be commenced immediately upon receipt of the order of commencement given in writing by the Executive Engineer when possession of the site can be had. The whole work, including all such additions and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Executive Engineer) shall be completed in every respect within.....(.....) months including rainy season from the date of issue of the aforesaid order and if from any cause, whatever, other than will-full obstruction or default on the part of the Executive Engineer or his staff, and except as hereinafter provided, the whole of such work shall not be finished to the satisfaction of the Executive Engineer within the said period, the contractor (s) shall forfeit to the Governor of Chhattisgarh, from his/their security deposit and/or any dues payable to him, by way of ascertained and liquidated damages, for each default not by way of penalty, the sum of Rs. (Rs.) per day for every complete day of such default provided that the entire amount of damages to be forfeited under the provisions of this clause shall not exceed ten percent on the estimated value of the whole contract value.

Provided nevertheless that if the contractor (s) shall be of the opinion that he is/they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the contractor (s) in consequence of orders to that effect from the Executive Engineer himself which orders the Executive Engineer, who is empowered to give them in any or either of such cases. The Executive Engineer shall recommend in writing to competent authority to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractor (s) is/are to complete the works within such extended period or periods as aforesaid. Provided that the contractor (s) shall not be entitled to any extension of time unless he/they shall within three days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension give to the Executive Engineer written notice of such claim to any extension of time and of the grounds or grounds and of the amount thereof unless in any case the Executive Engineer shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of extension of time the aforesaid provisions with amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time.

- 3.11 If the contractor(s) shall become bankrupt or compound with or make any assignment for the benefit of his/their creditors or shall suspend or delay the performance of his/their part of the contract (except on account of causes mentioned in clause **3.10** or in consequence of not having proper instructions for which the contractor(s) shall have duly applied), Executive Engineer may give to the contractor(s) or his/their assignee or trustee, as the case may be notice requiring the work to be proceeded with and in case of default on the part of the contractor(s) or his/their assignee or trustee, for a period for seven days, it shall be lawful for the Executive Engineer to enter upon and take possession of the works and employ any other person or persons to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor(s) upon the works and the costs and the charges incurred in any way in

carrying on and completing the said works are to be paid to the Executive Engineer by the contractor(s). The Executive Engineer shall be final authority to determine the amount spent to complete the unfinished work. The certificate of Executive Engineer as to the value of the balance work done shall be final and conclusive against the contractor.

3.12 A certificate of the Executive Engineer or an award of the referee herein after referred to, as the case may be, showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor(s) is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under provision of clause **3.8**.

3.13 If at any time before or after the commencement of the work, Governor of the Chhattisgarh shall, for any reason whatsoever :-

- (a) Cause alterations, omissions or variation in the drawings and specification involving any curtailment of the works as originally contemplated; or
- (b) Not required the whole of work as specified in the tender to be carried out, the contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reason of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out.

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

3.14 From every running payment a sum equal to 10% of the bill amount, shall be deducted and will be kept deposit as **performance money**. This amount will be returned to the contractor after three years of commissioning of the work under contract. In this period, if contractor fails to maintain or operate properly the works done by him as per the requirements, the sum required for its maintenance shall be deducted from this performance money.

Dated 20 **Signature of Contractor**

Executive Engineer

Dated 20

..... **[C.G]**

PART IV SPECIAL CONDITIONS

4.1 General :-

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

4.2 Drawings and Designs :-

The contractor shall carry out alignment studies including cost economies by examining all possible alternative to prepare detailed layout, designs and drawings of all components of the work stated in **para 2.1 of detail information for the tenderer**.

The contractor shall use guidelines in the relevant ISI codes I.R.C. Publication and circulars issued by the department from time to time for various components of the works.

All the studies, layout drawings and modifications if required to be prepared for taking up execution of the works shall be conducted/prepared by the contractor and shall be got approved from the competent authority For the purpose of approval the contractor shall submit **5** copies of each to the Engineer-in-charge.

The contractor will have to submit detailed drawings of each component in appropriate scales, measurements, RL's full dimensions, locations of components such as godown, dumping area, internal roads, etc. apart from all components of Head works and Canals as detailed in **para 2.1**

The contractor will have to supply one + ten copies of approved drawings, one copy duly signed by the contractor / and other ten copies duly attested.

The contractor is expected to organise his work to the best of his knowledge so that final draft of various types of designs and layouts will be submitted to competent authority within stipulated time period.

All the studies, layouts, drawings, design notes, which have been submitted to the department shall become the absolute property of department under the copy right act and the contractor shall not use the same in whole or part the of elsewhere for any purpose without explicit written permission from the department.

In all difference of opinion on technical matters between the contractor and the Engineer-in-Charge, the decision given by the Chief. Engineer,.....shall be final and binding on the contractor.

4.3 Construction Programme :-

The contractor will submit "Construction Programme" showing quantity wise sequence of operations within one week after approval of estimates and should get the programme approved from the competent authorities. 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.

Contractor shall also prepare their own month wise (detailed week wise), item wise physical construction programme, prepared with computer aided project management software to generate barchart based on network technique as per approved quantities of different items without modifying date of work order (start date) and stipulated date of completion (end date) within one week after approval of estimated and get it approved from Engineer-in-Charge, the programme shall be as per work completion schedule. The Contractor shall submit weekly progress report to Engineer-in-Charge in approved format of report regularly.

4.4 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 **4.28** be entitled to take action under clause **4.29** after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by owing to such action.

4.5 Inspection and Tests :- Except as otherwise provided in here of all materials and workmanship. If not otherwise designated by the specifications, shall be subject to inspection, examination and test by the Engineer-in-charge at any and all times during manufacture and/or construction are carried on. The Engineer-in-charge shall have the right to reject defective material and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the contractor shall properly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship, the Engineer-in-charge may replace such material and/or correct such workmanship and charge the cost thereof to the contract.

The contractor shall be liable for replacement of defective work upto the time in accordance with clause **4.39** 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 test 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 the contractor does not make, materials and workmanship ready at the time of inspection.

4.6 Removal of temporary work, plant and surplus materials :- Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing. The contractor shall, at his own expenses remove from the site and dispose off all the temporary structures including buildings, piece work, crib work, all plant and surplus materials and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.

- 4.7 **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 to take the right, as an acceptance of any work not completed in accordance with the contract'
- 4.8 **Damage to Works:-** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary buildings 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 or damage and in the event of the same or any part thereof being lost or damaged, he shall forth with reinstate and make good such lost or damage at his own cost.
- 4.9 **Examination and tests on Completion :-** On the completion of the work and not later than three months there after, the Engineer-in-Charge shall make such examination and tests of the work as may then seem to him possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary therefore, and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.
- 4.10 **Climatic Conditions :-** The Executive Engineer, may order the contractor to suspend any work that may be subjected to the damage by climatic condition and no claim of the contractor will be entertained by the department on this account.
- 4.11 **Safety Regulations :-** While carrying out this work, the contractor shall ensure compliance of all safety regulations as provided in Safety Code (**Annexure -E**)
The contractor shall arrange for the safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission, New Delhi (Jan 1962 Edi.) in case the contractor fails to make such arrangements the Engineer-in-Charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.
- 4.12.1 **Haul Roads :-** The contractor will have to make the work sites accessible to the departmental officer for inspection by way of constructing / maintaining all weather roads / approaches.
- 4.12.2 **Layout of construction of roads :-**
The Contractor shall have to submit detailed plan to the Engineer-in-Charge showing the layout of the work site, roads and approach roads proposed by him, before he starts the actual work. Such a road layout road plan will be scrutinised by the Engineer-in-Charge and any modification suggested by him will be binding on the Contractor. If it is decided by the Engineer-in-Charge to have some of the roads proposed by the Contractor as common road for common use of department and other or convenient and for compact and planned layout of work site, the Contractor will be bound to construct them and allow them to be used simultaneously by other Contractors and department. In case of disputes, the

decision of the Engineer-in-Charge shall be final and the binding on the Contractor.

4.13 Own arrangement for water, power, light and explosives :-

The Contractor will make his own arrangements for supply of water, light and power to his works and labour camps. The Contractor will also make his own arrangement for procurement of explosives (if required) and its license from competent authority. The department shall not be responsible for any delay in arranging power supply from Chhattisgarh State Electricity Board and explosive license etc. by the Contractor. No claim and time extension shall be entertained on these account.

4.14 Regulations and Bye-Laws :-

The Contractor shall conform to the regulation, 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, regulations, orders, decrees, etc.

4.15 Period and hours of work :-

The work shall be done usually during the day time. In the interest of the progress if it is felt necessary to work during night, the Contractor shall, obtain specific permission of the Engineer-in-Charge. If the work is to be done at night, prior permission of Engineer-in-Charge should be obtained and adequate lighting arrangement shall be made as directed by the Engineer-in-Charge.

4.16 Passing of Foundation etc.

After the completion of the work of excavation, the same will be checked and passed by the competent authority. No masonry or concrete or back filling shall be laid unless the foundation is so passed. No concreting shall commence unless the centering and the reinforcement is checked and by the Engineer-in-Charge.

4.17 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 herein shall be signed by the departmental officers in direct charge of the work and 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 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 for 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.

4.18 Contractor Not to Dispose off Soil etc. :- The Contractor shall not sell or otherwise dispose off or remove except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other substance or material any treasury fossil mineral or any other article of value or interest which may be obtained from the

excavation made for the purpose of this contract or any produce from the site. All such substance, materials and produces shall be the property of Government.

4.19 **Gold, Silver, Minerals, Oils, Relic Etc. Found on the site:-**

All gold, silver, oil or other minerals of any description and all precious stones, coins, treasure relics antiquities and other similar thing which shall be found in or upon the site shall be property of the Government and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons as the Engineer-in-Charge may appoint.

4.20 **Signing Field Books, Longitudinal sections, cross-sections and Measurements**

Books :- Before starting the work, and at the end before , the work is covered, levels for plotting the longitudinal sections (along the axis as decided by Engineer-in-Charge or his authorised representative) and cross section of the portion of the work shall be taken by authorized Engineer of the Contractor in the presence of the Engineer-in-Charge or his duly authorised representative and the same shall have to get attested from the Engineer-in-Charge or his authorised representative in the token of acceptance. If the Contractor fails to take measurements and sign them the measurements recorded by the Engineer-in-Charge or his representative in the authorised books shall be final and binding on the Contractor. For this purpose, suitable date or dates shall be fixed by the Engineer-in-Charge and intimated to the Contractor at least three days in advance. If the Contractor or his duly authorised agent fails to attend on the appointed date or dates, the levels and measurements shall be taken in his absence and such levels and measurements and longitudinal sections and cross sections based there on shall be final and binding on the Contractor. The levels will be taken on such alignment and cross sections as will be useful for reference permanently and described under specification for 'Excavation' .The point of the locations for the levels will depend upon the roughness of the area and will also be at least in conformity with the requirement of specification for 'Excavation' as for as possible.

The similar procedure for record measurement shall hold good for all other items and activities involved in execution of the work. All the levels measurements shall be recorded by Engineer-in-Charge or his authorised representative in the authorised levels/measurement book.

4.21 **Bills and payments:-**

Minimum one running payment in a month in each concerned work division is permitted. The bill shall be submitted by the Contractor by 10th day of the month, payment of this bill shall be effected as per provision of payment schedule **vide annexure –‘F’**. Non submission of the bills on the schedule dates will absolve the Department of the liability to make payment.

However, no claim on account of delay in payments, which might occur due to reasons beyond the control of the department, shall be entertained.

Contractor's price bid as approved shall be divided among components of work as **Annexure-'F'** of schedule of payment to their respective percentage as stipulated in schedule of payment **Annexure-'F'** and same shall be considered for payment.

The schedule of payment **Annexure-'F'** shall supercede all mode of payment(s) / payment schedule (if) stipulated anywhere in tender document.

The proportion of different component of work as compared to over all cost of project is as per stipulation in **Annexure-'F'** of schedule of payment.

Contractor whose price bid has been accepted shall be required to submit component wise detail schedule of payment, based on technical Sanction and in accordance with the provisions shown in schedule of payment **Annexure- 'F'** . This detailed schedule of payment shall be got approved from Chief Engineer, within 15 days from the date of receipt of work order.

The component shown in schedule of payment **Annexure-'F'** shall be further divided into appropriate sub-components and their stages for the purpose of payment. The stages should have relation to the programme of construction taking due cognizance. of interdependency of various activities. Each stage shall be expressed as percentage of total cost of approved bid. Sum of all such stages of particular component shall be equal to the percentage of that component shown in the schedule of payment **Annexure -'F'**.

This detailed schedule of payment approved by the Chief Engineer, shall form part of the agreement. The payment shall be released only as per work done and respective component of work has been completed and / or levels are achieved.

Contractor shall record the joint measurement for work carried out as per procedure laid down by department for purpose of keeping record and same shall be got checked from competent authority before payment. All hidden measurements shall be got 100% checked from the competent authority before payment, the contractor shall produce result of quality control tests carried out by Quality Control Organisation of department. If the test result do not fulfil the stipulated criteria laid down in specification the payment will be limited as per the provisions in the specification(s) and if number of result fail beyond the limit of acceptance, than the contractor shall not be paid unless he rectifies all such imperfect work(s). The decision of the Chief Engineer in respect of the matters pertaining to the quality control shall be final and binding on the contractor.

- 4.22 **Bill to be submitted monthly :-** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or causes to be taken the requisite measurement, for the purpose of having the same verified and the claim as far as admissible adjusted if possible before the expiry of 10 days from the presentation of the bill.

- 4.23 **Bill to be on Printed forms :-** The contractor shall submit all bills on the prescribed printed forms of the department.
- 4.24 **Cleaning up**
- (a) The Contractor shall at all time keep the construction areas and his colony and storage free from accumulation of waste or rejected materials.
 - (b) Prior to the completion of the work, the contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipment and material which are not part of permanent structures execute otherwise asked for or as provided under any other clauses of this contract the premises will be left in a manner fully satisfactory to the Engineer-in-Charge.
- 4.25 **Communications and Notices by Contractors :-**
All communications and/or notices pertaining to works and concerning matters, such as passing and approving of foundation, reinforcement and form work, measurements, mark outs etc shall not be addressed by the contractor to an officer below the rank of Executive Engineer. All such notices communications etc shall be addressed in good time so as not to hold up the work.
- 4.26 **No claim of compensation from Department :-**
The Contractor shall not be entitled to claim any compensation from department for the loss suffered by him on account of delay by department in approval of design, drawing, approval to foundation etc.
- 4.27 **Non Drawal of Agreement :-**
In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement, as required by conditions of Tender Document, he/she will not be entitled to tender for this work in case of recall, in addition to forfeiture of his/her earnest money, as per provision of the condition of Tender Document, If the tenderer has committed a similar defaults on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the competent authority which had registered him/her.
- 4.28 **Default by the contractor :-**
If the contractor shall neglect or fails to proceed with works with due diligence or he violates any of the provision of contract, the Executive Engineer may give the contractor a notice identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given, under provisions of this clause. After such notice is given, the contractor shall not remove from the site, any plant, equipment and material. The Government shall have lien on all such plant, equipment and materials from the date of such notice, till the deficiencies have been corrected. If the contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice the Executive Engineer will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of the work done but not paid for shall stand forfeited to Government.

The plant, equipment and materials held under lien shall then be at the disposal of the Govt.

The Executive Engineer may also take possession of the whole or part of the works ,site plant, equipment and materials brought or placed thereon and cause the whole or part of the works completed by utilising them through such agencies, at the cost of the contractor. In such cases the value of work done through such agencies shall be credited to the contractor at his contract prices. On completion of such work, if the expenses incurred for carrying out such works as certified by the Executive Engineer are in excess of the value of the work credited to the contractor, the contractor shall pay the difference to Government. He shall also be liable for the liquidated damages under the contract.

The Executive Engineer may direct that a part or the whole of such plant, equipment and materials are to be removed from the site within a stipulated period. If the contractor fails to do so, the Executive Engineer may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the works and settlement of amount, the lien by the Government on the contractor's plant, equipment and balance of materials shall be released. Termination of the contract either in whole or in part shall be adequate authority for the Executive Engineer to demand discharge of the obligations from the guarantors of the security performance.

4.29 Action when the contractor becomes liable for levy of penalty :-

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one, sum or deducted by installments) or committed a breach of any of the terms contained in clause **4.28** or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Engineer-in-Charge on behalf of the Governor of Chhattisgarh shall have power to adopt anyone of the following course, as he may deem best suited to the interest of Government.

4.29.1 To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

4.29.2 To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete. In which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (for the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates, the contractor shall not be entitled for any refund on this account. Saving, if any, shall go to the Government. In the event of any of the above courses being adopted by Engineer-in-Charge, the contractor shall have no claim

to compensation, for any loss sustained by him by reason of his having purchased or procured any material or entered in to any engagement or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Sub-Divisional Officer / Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

4.30 Contractor remain liable to pay Compensation if action not taken under clause 4.29 :-

In any case in which any of the powers, conferred upon the Divisional Officer by **clause 4.28** hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

4.31 Extension of Time :-

Time shall be considered as the essence of the contract. If, however, the failure of the contractor to complete the work as per the stipulated date referred to above arises for "**Force Majeure**" (as per clause 2.37) an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

4.32 The authorities competent to sanction extension of time shall be as follows :-

- (i) **Chief Engineer** -Up to 25 percent of the stipulated period of the contract or six months, whichever is less.
- (ii) **Engineer-in-Chief** -For the period more than that indicated in above.

4.33 Final Certificate :-

On completion of the work the contractor shall be furnished with a certificate by the Engineer- In-Charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have remove from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors other parts of any building or structure 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 thereof nor until the work shall have been measured by the Sub Divisional Officer, Executive Engineer (herein after called Engineer-in-Charge) whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause such as removal of scaffolding, surplus materials and rubbish and ; cleaning off dirt, on or before the date fixed for the completion of work. .The Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose off the same as he , thinks fit and clean off such

dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

4.34 Receipt to be signed by the partners or persons having authority to do so :-

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

4.35 Works to be executed in accordance with Specifications, Drawings, Orders, etc. :-

The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours, and the contractor shall if he so requires, be entitled at his own expense to make or cause to be made copies of specifications and of all such designs, drawings and instructions as aforesaid.

4.36 Alterations in Specifications and Designs :-

The Engineer-in-Charge shall have power to make any alterations in, or omissions from, addition to, or substitutions for the original specifications and approved drawings, designs and instructions 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 Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work and the same tendered cost

The payment of quantities for each item of sanctioned estimate shall be regulated as under :-

- (a) For completion of the item when up to 90% of the estimated Qty. is executed :- full payment.
- (b) For completion of the item when less than 90% of the estimated Qty. is required to be executed :- to the extent work executed.

Being a Lump-sum contract extra items/ enhanced quantities / financial claims on the department shall not be considered.

4.37 Time limit for unforeseen disputes :-

Any dispute should be brought to the notice of the Engineer-in-Charge in writing within one month of the occurrence of such disputes,

4.38 Action and Compensation payable in case of bad work :-

If at any time before 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 has been executed with unsound, imperfect or unskilled 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 otherwise not in accordance with contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor, and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified and paid for the, contractor shall be bound forthwith to rectify or remove and reconstruct the work 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 failing to do so within 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 on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of 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 case may be at the risk and expense in all respect 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 accept the same after imposing penalty as decided by him.

4.39 Contractor liable for damage done and for imperfections for Two Irrigation Season after Certificate :-

If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road kerbs, fences, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or gross land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent in it within months after a certificate, final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof.

4.40 Refund of Security Deposit :-

The security deposit of the contractor shall not be refunded before the expiry of (.....) months after issue of the certificate, final or otherwise of completion of the work or else, prior permission of the Government of Chhattisgarh Water Resources Department shall be obtained and in no case it shall be refunded before the successful commissioning, trial and running & maintenance of the complete system.

4.41 Works to be open for Inspection :-

All works, under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his Sub ordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of

the intention of Engineer-in-Charge or his subordinates to visit the work shall have been given to the contractor either he himself be present to receive orders and instructions, 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.

4.42 Notice to be given before work is covered up :-

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, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or materials with which the same was executed.

4.43 Contractor to supply Plant, Ladder, Scaffolding etc. :-

The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions 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 require together with carriage therefore to and from the work. The contractor shall also supply without charge the 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 examinations at any 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 expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non provisions of light, fencing etc. The contractor shall also provide at his own cost, except when the contract specially provided otherwise and except for payment due under clause 4.28 all necessary fencing and lights required protect the public from accidents, and shall be bound to bear the expenses or defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings, to any such persons or which may , with the consent of the contractor be paid to compromise any claim by any such person.

4.44 Compensation under section 12, sub -section (1) of the Workmen's compensation Act, 1923 :-

In every use in which by virtue of the provisions of section 12, subsection (1) on the Workmen's compensation Act 1923, Government are obligate to pay any compensation to a workmen employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Government under section 12, subsection (2) of the said act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under section 12, subsection (1) of the said act, except on the written request of the contractor and upon his giving to Government, full security for all cost for which Government might become liable in consequence of contesting such claim.

4.45.1 Labour Regulations :-

4.45.1 (a) Labour below the age of twelve years :-

No labour below the age of twelve years shall be employed on the work.

4.45.1 (b) Employment of Labour :-

The contractor should as much as possible employ the local labour for the said work.

4.45.2 The contractor shall at his own expense provide or arrange for the provision of footwear for labours doing cement mixing work which the contractor has undertaken to execute under this contract to the satisfaction of the Engineer-in-Charge and on his failure to do so, the Government shall provide the same to such labourers and recover the cost from the bill due to the contractor.

4.45.3 The contractor shall submit by the 4th and 19th of every month to the Engineer-in-Charge a true statement in respect of the second half of the preceding month and the first half of the current month respectively showing (1) The number of labourers employed by him on the work (2) Their working hours, (3) The wages paid to them and (4) The accident that occurred during the said fortnight stating the circumstances under which they occurred and the extent of damages and injury caused by them failing which the contractor shall be liable to pay to the Government a sum not exceeding Rs 50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as final in this behalf.

4.45.4 In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for worker employed by the Water Resources Department and its contractors.

4.46 Changes in the Constitution of Firm :-

In the case of tender by Partners any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge, for his information.

4.47 Works to be executed under the direction of Executive Engineer / Superintending Engineer :

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 /Superintending Engineer of the Division/Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

4.48 Settlement of claims and disputes :-

- 4.48.1 Except where otherwise specified in the contract, for claims valued less than Rs. 50,000 /- the decision of the Superintending Engineer of the circle for the time being in respect of all questions & disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contractor, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work of execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final, provided that the Superintending Engineer before giving his decision in writing In the matter gives an opportunity of being heard to the parties to contract.

If any party of the contract is dissatisfied with the final decision of the Superintending Engineer in respect of any matter he may within 28 days after receiving notice of such decision, give notice in writing to the Superintending Engineer requiring that the matter may be referred to Arbitration and furnishing details particulars of the dispute or difference and specifying clearly the points at issue. If any party fails to give such notice within the period of 28 days as stipulated above, the decision of the Superintending Engineer already given shall be conclusive final and binding on all the parties.

In case arbitration is to be held, it shall be effected by the Chief Engineer whose decision shall be conclusive ,final and binding on all the parties.

If the work under the contract has not been completed when a dispute is referred to arbitration, work shall continue during the arbitration proceedings if it is reasonably possible and no payment due to contractor should be withheld on account of Arbitration Proceedings unless it is required by the Arbitrator.

- 4.48.2 Except where otherwise specified in the contract, for the claim valued at Rs. 50,000/- or more the decision of the Chief Engineer for the time being in respect of all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions hereto before mentioned and as to the quality of workmanship or materials used on the work or as to any other question ,claim,

right, matter of thing whatsoever, in any way arising out of, relating to the contract, designs, drawings, specifications, estimates, instructions, orders of those conditions or otherwise concerning the work of execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final, provided that the Chief Engineer shall be before giving his decisions in writing in the matter gives and opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Chief Engineer in respect of any matter he may within 28 days after receiving notice of such decision may refer such dispute to the Arbitration Tribunal Constituted under the Madhya Pradesh Madhyastham Abhikaran Adhiniyam 1982 (No.2 of 1983).

4.49 Action where no specifications :-

In the case of any clause of work of which there is no such specifications as is mentioned in rule vide clause 2.1 such work shall be carried out in accordance with the specifications approved by Superintending Engineer/Chief Engineer for application to works in the district, and in the events of there being no such specifications ,then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-Charge.

4.50 Definition of work :-

The expression "works" or "work" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original.altered.substituted or additional.

4.51 ROYALTY CHARGES :- THE ROYALTY CHARGES FOR THE MATERIAL SHALL BE PAID BYTHE CONTRACTOR AS PER RULES ,WHICH WILL NOT BE REFUNDABLE TO CONTRACTOR. CONTRACTOR SHALL HAVE TO PRODUCE RECEIPTS ON THIS ACCOUNT.

4.52 Penalty for breach of contract :-

On the breach of any terms or conditions of this contract by the contractor, the said Governor shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining, and to realise and retain same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due to or which may become due to the contractor by Government or otherwise howsoever.

4.53 Recovery of dues from the Contractor :-

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract ,Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been

taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the contractor then it shall be recoverable from him as an arrears of land revenue.

4.54 Audit and Technical Examinations :-

Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examinations any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall have liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause 4.47 of this clause and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

Provided that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand, under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer

4.55 Permission for Crossing NH/SH/Roads/Railway Lines :-

The works of the Canal systems is likely to have several crossings for National Highway, State Highway, Other Roads etc. and as such necessary letter to grant the permission for crossing those premises shall be issued to respective authorities by the Engineer-in-Charge. However the contractors will have to keep the follow-up and obtain timely clearance from the concerned authorities. Costs of those crossing are included in the tender.

4.56 Land acquisitions

a) Position of land acquisition - Land required for this work is not in possession of Department. After the alignments are finalised, the process of land acquisition shall be started by the contractor with the help of concern Executive Engineer of the project. As such necessary proposals will be submitted to the respective authority by the Executive Engineer, However preparing proposals and future follow up for timely acquisition is to be done / watched by the contractor.

b) Any Private, Government and Forest land, property, required for this work, the process of Land and property acquisitions is to be carried out by the contractor with the help of department. Necessary proposals / letters to concern department will be given by the Engineer-in-Charge, further follow-up for timely acquisition is to be done / watch by the contractor. Except cost of temporary land acquisition and crop compensation, the department shall make payments for permanent

acquiring land and property, service charges, solatium charges. Cost of temporary land acquisition and crop compensation ,if any, shall be paid by the contractor, Pursuing the land and property acquisition cases, getting the award /approval from competent authority ,within the time shall be the whole responsibility of the contractor, the land required for Construction before award will be arranged by the contractor to ensure timely completion of the scheme, for which no claim shall be entertained from the contractor.

4.57 Use of Site

- a) All land required shall be arranged by the Contractor from private land owner /revenue department at his own cost, No claim on this account shall be entertained, in case of forest land Engineer-in-Charge have proceed the proposal, and all further follow up for land clearance is to be obtained by the Contractor.
- b) All areas of operation including those of his staff and labour colonies .in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-Charge except the areas under works constructed the Contractor shall make good to the satisfaction of the Engineer-in-Charge any damage on alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.
- c) The lands shall as here in before mentioned be handed over back to the Engineer-in-Charge with in three months after completion of the work under this contract or the termination of the contract whichever is earlier. Also no land shall be held by the Contractor longer than the Engineer-in-Charge shall deem necessary and the Contractor shall on due notice by the Engineer-in-Charge vacate and return the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the works. In case the lands are not handed over back to the corporation within the time limit specified above penal rent as may be decided by the Engineer-in-Charge will be recoverable.
- d) The vegetation and forest is noticeable in project area. The Contractor should take utmost care for the preservation of this vegetation and forest. Any damage in this vegetation and forest will have to be compensated by the contractor and decision by the Engineer-in-Charge will be final and binding on Contractor.

4.58 Purchase of Cement and Steel

- 4.58.1 Cement required for the work will be purchased by the contractor at his own cost. No advance payment/secured advance will be made by the department for this article.
- 4.58.2 The contractor will purchase cement from the cement factory whose production capacity is more than 450 M.T. per day and submit test report. The department may also get the test report from the authorised laboratory at contractor's cost. The contractor shall produce proof of purchase of cement from the cement factories,

the purchase bill supported by delivery challan and excise gate pass, shall constitute adequate proof of purchase.

4.58.3 The contractor will purchase steel of IS specification and will submit test report and proof of dispatch. The department may also get the test report from the authorised laboratory at contractor's cost. The department will make no advance payment/secured advance for this article.

4.58.4 Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used.

4.59 Hire of Construction Equipment's

Construction equipments owned by the department if available and can be given on hire conveniently will be made available on specific request of the contractor at rate that will be prescribed by the department from time to time .Super charges will also be levied prescribed by the department from time to time. The contractor shall execute the agreement bond as prescribed by the department and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before he takes machinery out of the department yard. (As per annexure -"H")

4.60 Access to the Contractor's Books

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular item of work or supply of plant or materials he shall direct the contractor to produce the relevant documents, such as pay-rolls, records of personnel, invoices of materials and any other data and documents relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish information, pertaining to the aforesaid items in the mode and manner that may be specified.

4.61 Access to site and Work and Co-operation with Other Contractor

The Engineer-in-Charge if he considers fit from time to time enter on any lands which may be in the possession of the contractor under the - contract for the purpose of executing any works not included in the contract and may execute such works not included in this contract by agents or by other contractors at this option and the contractor shall in accordance with the requirements of Engineer-in-Charge afford all reasonable facilities for execution of the works including occupation of lands by structures or otherwise to any other contractor employed by the department and his workmen or for the workmen of the department who may be employed in the execution on or near the, site of work not included in the contract or of any contract in connection with or specially to the works and in default the contractor shall be liable to the department for any delay or expenses incurred by reason of such default

the contractor shall not however on account of any such modified new or extra work executed by or for the sake of the Department be entitled to claim relief from the obligation to execute the works the contractor shall also co-operate with other contractor with all fairness and mutual understanding and use the common facilities like access roads to quarries, water supply arrangements etc.

The Contractor shall also not cause advertently or inadvertently any obstruction or impediments in the progress of the other work being executed by

Department or through other agencies. In the event of dispute regarding the claim the responsibility, liabilities etc. in respect of such facilities, the decision of the Engineer-in-Charge shall be final.

4.62 **Liability for accidents to persons**

It shall be Contractor's responsibility to protect against accidents on the worksite. He shall indemnify against any claims for damage to the property, injury to workers or any other persons, deaths etc. to the Engineer-in-Charge.

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death the Contractor shall within 24 hours report in writing to the Engineer-in-Charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-Charge. In all cases the Contractor shall indemnify the department against the losses of damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid this includes penalties of fines if any, payable by the Government as a consequences of failure to give notice under the Workmen compensation Act of failure to conform to the provisions of the said Act in regard to such accidents.

In the event of accident in respect of which compensation may become payable under the workmen compensation Act VIII Of 1923 including all subsequent modifications thereof. Engineer-in-Charge may retain the sums of money as may in the opinion of Engineer-in-Charge be sufficient to meet such liability out of the amounts payable to the Contractor. These sums shall be recovered from the immediate payment due to the Contractor in one installment or in more than one installment. The decision of the Engineer-in-Charge regarding this shall be final and binding on the Contractor. On receipt of award from the Labour Commissioner the balance amount shall be reimbursed to or recovered from the Contractor.

It should be noted that through the department of Water. Resources is a principal employer, the complete responsibility of compensation should be on the Contractor.

4.63 **Jurisdiction of court for disputes**

Disputes if any arising out of this contract shall be subject to the Jurisdiction of the High Court of Chhattisgarh, Bilaspur.

4.64 **Notice to the Contractor to start work**

"Your contract for the.....has been accepted byon
behalf of the Governor of Chhattisgarh on theday
of.....20..... and you are hereby ordered to commence the work".

Executive Engineer

4.65 The notice to the Contractor (s) to start work for the..... day of..... 20was issued, vide this office memorandum no.dated the

Executive Engineer

**COMPLETION CERTIFICATE
PART - I 'CONSTRUCTION'**

4.66 In pursuance of clause 4.33 of the agreement in "Form G", dated the.....between the contractor Shri and the **Governor of Chhattisgarh**; it is hereby certified that the contractor has duly completed the execution of the work undertaken by him there under, on theday ofexcept post construction work as specified in page

Executive Engineer

**COMPLETION CERTIFICATE
PART- II 'OPERATION & MAINTENANCE' .**

In pursuance of clause 4.33 of the agreement in "**Form G**", dated.....The between the contractor Shri..... and the **Governor of Chhattisgarh**, it is hereby certified that the contractor has duly completed the execution of the work undertaken by him hereunder, on the day of,20 the execution of the work. and all post construction activities including irrigation ofhectare for 2 years.

Executive Engineer

ANNEXURE-A

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

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

- (1) **Location :-** The camp should be located in elevated and well-drained ground in the locality.
- (2) **Layout :-** labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
- (3) **Hutment Facility :-** The huts to be built of local materials. Each hut should provide at least 20-sq. meter of living space.
- (4) **Sanitary facilities :-** There shall be provided latrines 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 rate of 10 users or two families per seat, Separate urinals are not required as the privy can 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 a capacity of five litres per person per day. Where the supply is to be made from a well, it shall conform to the sanitary standards laid down in the report of the Rural Sanitation, Committee. The well should be at least 30 meter 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 disaffection.

Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected in the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.
- (7) **Bathing and Washing :-** Separate bathing and washing places shall be provided for men and women for every 25 persons in the camp. There shall be gap and space of 2 sqm. of washing and bathing. Proper drainage for the water should be provided.
- (8) **Waste Disposal:-** Dustbins shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbins shall be

provided with covers. The contents shall be removed every day and disposed of by trenching.

- (9) **Medical Facilities :-** (a) Every camp where 1,000 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 1,000 or more than 250 persons reside shall be provided with a Dispensary and a part time Nurse/Midwife shall also be employed.
- (c) If there are less than 250 members in any camp, a standard first aid kit shall be maintained in charge of the whole time person, trained in first aid.

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

- (10) **Sanitary Staff -** For each labour camp there should be qualified I Sanitary Inspector and Sweepers, Sweepers should be provided on following scale :-

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

FAIR WAGES TO LABOUR

The Contractor shall pay not less than FAIR WAGE to labour engaged by him on the work.

EXPLANATION :-

- (a) “FAIR WAGE” means wage whether or any 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 Water Resources Department for the Division in which the work is done.
- (b) The contractor shall, notwithstanding the provision of the contract, to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the a work, including any labour engaged by his Sub-Contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the Contractor’s part of this Agreement, the Contractor shall comply with or cause to be complied with the Labour Act inforce.
- (d) The Executive Engineer/Engineer-in-Charge, 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 conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations.
- (e) The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to hid right to claim indemnity from his Sub-contractors.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of contract.
- (g) The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, enforce and rules made there under by the Competent Authority from time to time before commencement of the a work and continue to have a valid licence until the completion of the work.

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

ANNEXURE-D**LIST SHOWING THE NAMES OF NEAR RELATIVES, WORKING
IN CHHATTISGARH WATER RESOURCES DEPARTMENT
(As per required vide clause 2.33)**

S. No	Name of Divisional Accountant and Gazetted Officers working in Chhattisgarh Water Resources Deptt.	Relationsh ip with self (Tederer)	Name of persons working with the contractor who are near relative to Gazetted officer mentioned in column (2)	Relationship
1	2	3	4	5

Date :**Signature of the contractor**

ANNEXURE-E

SAFETY CODE

- 1. Scaffolding :-** (i) Suitable scaffold should be provided for workmen for all Works that can not 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 Majdoor 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 to 1 (1/4 Horizontal to 1 Vertical)
- (ii) Scaffolding or staging more than 3.5 m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside 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 the building or 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 3.5 meter above ground level and or floor level they should be closely bonded, should have adequate width and should be suitably fenced as described in (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 meter.
- (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 meter in length while the width between side rails, in ring ladder shall in no case be less than 0.3 meters for ladder upto and including 3 meter length. For longer ladders this width should be increased at least 2cm for each additional meter of length, Uniform step spacing shall not exceed 0.3m. 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 or lights to protect the public from accident and shall be bound to bear the expences of defence of every suit action or proceeding of law that may be brought by any persons for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with consent of the contractor be paid to compromise any claims by any such person.
- 2. Excavation and Trenching:** - All trenches 1.2 meter or more in depth, shall at all times be supplied with at least one ladder for each 30 meter in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 meter

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

3. **Demolition** :- Before any demolitia work is commended and also during the process of the works :-
 - (a) All roads and the 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 persons 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 asphalt materials, cement ,lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Stonebreakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
 - (c) Those engaged in welding works shall be provided with welder's protect.
 - (d) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the work and shall be cordoned off with suitable railing .and provided with warning signals or boards to prevent accident to the public.
 - (e) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting,the following precautions should be taken :-
 - (i) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.
 - (ii)The contractor to the workers for use shO(jid supply suitable facemasks when paint is applied in the form of spray on a surface having lead paint dry rubbed 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 cessation's of work.

5. **Drowning** :- When the work is done near any place where there is risk of drowning,all necessary equipment's should be prived 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 be in-charge of any hoisting machine including any scaffold, which give signals to the 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 testing.
 - (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors 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 part of the hoisting appliance should be provided with efficient safeguards and with such means as will reduce to the minimum, of the risk of accidental descent of the load. Adequate precautions should be taken, to reduce to the minimum, the risk of any part of a suspended load becoming accidentally displaced. When workers employed on Electrical installations which are already unregistered insulating mats, wearing apparel such as gloves, sleeves and boot as be necessary should be provided. The workers should not wear rings, watches and carry keys, or other materials, which are good conductors of electricity.
7. All scaffolds, ladder and their safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or requirement 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 an 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 regulation relating to safety precautions, the agreement made by the Contractor shall be open to inspection by the Labour Officer, Engineer-in-charge of the department or their representatives.
10. Notwithstanding the above clauses (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.
