

# **MUNICIPAL CORPORATION BHILAI-CHARODA**

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

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Construction of Aspirational Toilet Near Juna Talab, Karma Bhawan, Ward No. 30, (Block Type-2 (6 Seater) At Municipal Corporation, Bhilai-Charoda as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.

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



Office of the Commissioner Municipal Corporation  
Bhilai-Charoda Chhattisgarh

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## INDEX

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

**MUNICIPAL CORPORATION, BHILAI-CHARODA**  
**OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION**  
**Tender Notice (1st Call)**

NIT NO: - ...../ MCB/2023

Bhilai-Charoda Dated .....2023

Online tender are invited by the Commissioner, Municipal Corporation, Bhilai-Charoda for the following work in form “F” (lump Sum) from the contractors registered in “unified Registration system e-Registration” PWD Chhattisgarh on Govt. of C.G. E-Procurement System up to **at 17:30 hours.**

S. No.	Name of work	Probable amount of contract (in Lacs)	Earnest money (Rs. in Lacs)	Time allowed for completion (including rainy season)	Bid Submission fees	Validity of tender (from the opening of original offer)
1	2	3	4	5	6	7
1.	Construction of Aspirational Toilet Near Juna Talab, Karma Bhawan, Ward No. 30, (Block Type-2 (6 Seater) At Municipal Corporation, Bhilai-Charoda as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.	16.92	0.13	06 months		120 days

- 1- The Bidders intending to participate in this Tender are required to get enrolled/ registered on the e-procurement website (<http://eproc.cgstate.gov.in>) and get Enrolment/ Registration and subsequent empanelment on the above mentioned website.

The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 18002582502 or through Email ID – [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in) or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- [pro-chips@nic.in](mailto:pro-chips@nic.in)

- 2- The bidder should submit their price bid with technical & commercial offer in appropriate forms in above mention portal. The Technical offer shall be opened in presence of the tenderers or their authorized representatives, who may choose to be present. The date and place of opening of financial offer shall be as per key dates given in NIT.

- 3- The bidder have to digitally sign their bids before submitting the bids hashes online thus the bidders are advised to obtain Digital Certificates.

The Tender must be accompanied with following documents duly attested: -

6.1 **DELETED**

6.2 **DELETED**

6.3 Valid registration certificate in appropriate class under CGPWD Unified Registration System E- Registration.

6.4 Financial turn over on works during last five financial years i.e. **2016-2017 to 2021-2022.**

6.5 Cess @ 1% (one percent only) shall be deducted at source, from every bill of contractor under “Building and other Construction for workers welfare, cess Act-1996”

6.6 It is mandatory for the contractor(s) to get himself/themselves registered with “Chhattisgarh Building and other construction welfare board” within one month after receiving work order.

7.0 **DELETED**

8.0 **DELETED**

**Note:-**

For details on tendering procedure through the electronic tendering system, please refer to “**Instructions for Using the Electronic Tendering System**” document available along with the tender documents.

**Commissioner  
Municipal Corporation  
BHILAI-CHARODA,  
Chhattisgarh**

Endt. No ...../2021

Bhilai-Charoda/Dated:

Copy forwarded to :-

1. ....

2. ....

3. ....

4. Notice Board.

**Commissioner  
Municipal Corporation  
Bhilai-Charoda, Chhattisgarh**

## CHAPTER I

MUNICIPAL CORPORATION, BHILAI-CHARODA  
OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION  
Tender Notice (1st Call)

NIT NO: - ...../ MCB/2023

Bhilai-Charoda Dated .....2023

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S. No.	Name of work	Probable amount of contract (in Lacs)	Earnest money (Rs. in Lacs)	Time allowed for completion (including rainy season)	Bid Submission fees	Validity of tender (from the opening of original offer)
1	2	3	4	5	6	7
1.	Construction of Aspirational Toilet Near Juna Talab, Karma Bhawan, Ward No. 30, (Block Type-2 (6 Seater) At Municipal Corporation, Bhilai-Charoda as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion	16.92	0.13	06 months		120 days

- 1- The Bidders intending to participate in this Tender are required to get enrolled/ registered on the e-procurement website (<http://eproc.cgstate.gov.in>) and get Enrolment/ Registration and subsequent empanelment on the above mentioned website.
- 2- Validity of offer - 120 days from date of opening of financial offer.
- 3- The Technical offer shall be opened in presence of the Bidders or their authorized representatives, who may choose to be present. The date and place of opening of financial offer shall be as per key dates given in NIT.
- 4- The Key Dates of Tenders are as follows :-

S. No.	Nagar Nigam Stage	Contractors Stage	Date	Time
1	Bid Start Date			
2		Bid Due Date		
3		Physical Document Submission Last Date		
4	Bid Open Date (Scheduled)			

Other condition including qualification and details of work can be seen in the office of the undersigned during office hours and downloaded online directly from the portal Government of Chhattisgarh e-procurement portal <http://eproc.cgstate.gov.in> Shall be submitted online on or before up to .... up to 17:30 P.M. This NIT shall also form the part of agreement.

## **2.0 SUBMISSION OF TENDERS:**

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

### **2.1 ENVELOPE - A**

The first envelope shall contain :-

2.1.1 The Earnest Money of Rs. 13000.00 (Rs. Thirteen thousand only) in the form of FDR/TDR from any nationalised Bank.

2.1.2 Affidavit as per Annexure 13.

### **2.2 ENVELOPE - B**

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

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

### **2.3 ENVELOPE - C**

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

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

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

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

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

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

The Earnest Money, in the prescribed form should be deposited as mentioned under para 2.5. If the Earnest

Money is not found in accordance with the prescribed mode, the tender of the tenderer shall not be opened.

**2.7 ADJUSTMENT OF EARNEST MONEY:-**

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

**2.8 SECURITY DEPOSIT:-**

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

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

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

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

**CERTIFICATE**

(On the letter head of the bank)

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

Place:-

Br. Manager.

Date :-

with seal of bank

**2.11** The submission of a tender by a contractor implies that he has read the notice conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has been the quarries with their approach, sites of work etc, and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches thereto shall lie wholly with the contractor.

**2.12 Subletting of works:** - The contract may be rescinded and security deposit forfeited, for subletting the work. If the contractor gets item / items of work executed/operated/maintained on a task rate basis without materials, this shall not amount to subletting of the contract.

**2.13** All the conditions of the tender notice will be binding on the contractor and will form part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed form and special conditions of contract.

**2.14** The tenders will be opened at the time and place stated in the tender by the **Executive Engineer** in the presence of the tenderer or their duly authorised agents who may choose to attend. The **Executive Engineer** in unavoidable circumstance may depute another officer in his absence to receive and open tenders on his behalf.

**2.15** The Executive Engineer does not bind himself to accept or recommend for the acceptance to the

**Commissioner Municipal Corporation Bhilai-Charoda** or other higher authority, the lowest or any tender or to give any reasons for his decision.

## 2.16 Taxes Royalty etc.:

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

### 2.16.2 Royalty on Minor Minerals

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

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

**2.16.3** Income tax at the rate of 2% or such other percentage as may be fixed by income tax department from time to time from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash, cheque or draft or any other mode shall be deducted at the source from the running, final or any type of payment for this contract as per section 194 of income tax Act. 1961.

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

**2.17 Model Rules for water supply, Sanitation in Labour Camps:** The contractor will be bound to follow the Chhattisgarh model rules relating to layout of water supply and sanitation in labour camps (Vide Annexure-A)

**2.18 Fair wages to Labourers:** The Contractor shall pay not less than fair wages to labourers engaged by him on the work (Copy of rules enclosed vide Annexure-B)

**2.19 Right to take up work departmentally or to award on contract:** The Engineer-in-Charge reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.

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

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

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

persons who are near relatives of any gazetted officer in MUNICIPAL CORPORATION, or Divisional Accountant in concerned divisions. Any breach of this condition by the contractor would tender him liable to be removed from the approved list of Contractors of this Department.

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

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

**2.35 Bank Commission Charges:** Bank commission charges in all payments by demand drafts outside the State will not be borne by the Department but by the Supplier/firms/contractor himself.

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

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

**2.38 Technical Knowledge and staff:**

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

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

**2.38.3** (a) The contractor shall employ the following Technical Staff during the execution of work-

(i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.

- (ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff
- (c) In case the contractor fails to employ the technical staff as afore said, the E.E. shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer / diploma engineer to employ another graduate engineer / diploma engineer subject to the conditions provided under 2.38.3 (a),(b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(APPENDIX 2.18)  
**MUNICIPAL CORPORATION BHILAI-CHARODA**  
**BHILAI-CHARODA**  
**TENDER FORM- F LUMP - SUM CONTRACT**

I/We do hereby tender to execute the whole of the work described in the Drawing Nos.-----  
 ----- and according to the annexed specifications signed by ----- and dated  
 ----- for the sum of Rs. ----- (Rupees -----) and  
 should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfill all the  
 conditions annexed to the said specification or in default thereof to forfeit and pay to the Council, the  
 penalties of sums of money mentioned in the said conditions, viz.

Dated: \_\_\_\_\_ Tenderer's Signature

Witness: \_\_\_\_\_ Address :

Address:

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

The -----/2021

Signature of the authority  
 by whom the tender  
 has been accepted.

**SECURITIES**

Name	Address	Occupation of Profession	Remarks

## CHAPTER - II

### CONDITION OF CONTRACT

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

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

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

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

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

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

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

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

**2.6** Any authority given by the E.E. for any alterations or additions in or to work is not to vitiate the contract but all

additions in or to work is not to vitiate the contract but all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the E.E. and added to or deducted from the amount of the contract, as the case may be, at rates in force in the **Engineer-in-Chief C.G. PWD BUILDING SOR 01.01.2015 & ELECTRICAL SOR 01.06.2020** such cases in which rates do not exist, the superintending Engineer will fix the rates to be paid.

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

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original

or validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalised.

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

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

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

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

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

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

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

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

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

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.



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

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

**2.15 Deleted.**

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

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

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

**2.18** If at any time before or after the commencement of the work, **Commissioner Municipal Corporation, Bhilai-**

**Charoda** shall for any reason whatsoever: -

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

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

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

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

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

## CHAPTER - III

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

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

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

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

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

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

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

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

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

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

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

**3.6 Inspection and Tests:** Except as otherwise provided in here of all material and workmanship. If not otherwise designated by the specifications shall be subject to inspection. Examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the contractor shall properly segregate and remove the rejected material from the premises. If the contractor fails

to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in-charge any replace such material and/or correct such workmanship and charge the cost thereof to the contractor.

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

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

- 3.7 Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, pile work, crib work, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 3.8 Possession prior to completion:** The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 3.9 Damage to works:** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-Charge and till completion certificate has been obtained from the Engineer-in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and made good such loss or damages at his own cost.
- 3.10 Examination and tests on completions:** On the completion of the work and not later than three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may than seem to him to be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary therefore and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.
- 3.11 Climatic Conditions:** The Executive Engineer may order the contractor to suspend any work that may be subject to the damage by climatic conditions and no claims of the contractor will be entertained by the department on this account.
- 3.12 Safety regulations:** While carrying out this work, the contractor will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - "II")
- 3.14 The Contractor will make his own arrangement:** for supply of Water, Light & Power for his works and labour camps etc.: The contractor will make his own arrangement for supply of water light and power for his works and labour camps etc. The department will not entertain any claim what soever for any failure or break down etc. in supply or electricity to the contractor. The Contractor will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.
- 3.15 Interference with other Contractors:** The contractor must not interfere with other contractors who may be employed simultaneously or otherwise by the department. He will at no lime engage departmental labour or that of other contractors without the written permission of the Engineer-in-Charge.
- 3.16 Regulations and bye laws:** The contractor shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulation, orders, decrees etc.
- 3.17 Order Book:** An order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book.

- 3.18 Conversion of units:** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by supplying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the contractor will have to accept the figures so derived without any claim or compensation whatsoever.
- 3.19 Rights of other contractors and persons:** If, during the progress of the work covered by this contract, in its necessary for other contractors or persons to do work in or about the site of work, the contractor shall afford such facilities, as the Engineer-in-charge may require.
- 3.20 Employment of technical persons:** In accordance with the requirement of clause 2.38.3 the contractor will employ or produce evidence of having in his employment a qualified technical person not below the rank of a Sub-Engineer/Graduate Engineer from an Institution recognised by the Government of Chhattisgarh and furnish full details to the Engineer-in-charge in the following format:
- (I) Name of the Sub-Engineer/Graduate Engineer engaged quoting Diploma or Degree with name of Institutions.
- (II) Period for which the Sub-Engineer/Graduate Engineer has been engaged with emoluments
- 3.24 Scope of Lumpsum cost:** The lumpsum contract shall comprise of the operation maintenance & repairs of the works and provision of all labour, materials, constructional plants, transport and all works of a temporary or permanent nature required for such construction, completion and maintenance in so far as the necessary for providing the same is specified in the contract.
- 3.25 Deleted.**
- 3.26 Open foundations:** The Contractor's lumpsum should include provision for, diversion of drain or stream and bailing out of water or dewatering foundations etc.
- 3.27 Deleted.**
- 3.28 Schedule of running payment:** The contractor shall be paid as per annexure F.
- 3.29 Extra work and rebate:** Extra /Rebate work arising out of this contract shall be valued at par with SOR for Water supply & sewerage work issued by **Engineer-In-Chief PHED Raipur** with effect from **07.02.2020** and amended up to the Date of issue of NIT ± (Plus, Minus) the Percentage which Tender cost bears to the P.A.C. shown in the tender document at the time of sanction.
- For any item of work for which there is no rate in the said SOR shall be decided by the competent authority taking in to consideration the expenses incurred by the contractor and its reasonable-ness which shall be final and binding.**
- 3.30** Any tenderer if choose to quote on his alternative drawing, can furnish his alternative drawing in original offer only, in case the original offer is quoted on the Departmental drawings and designs

## Chapter IV

### 1. Name of Work:

**Construction of Aspirational Toilet Near Juna Talab, Karma Bhawan, Ward No. 30, (Block Type-2 (6 Seater) At Municipal Corporation, Bhilai-Charoda as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.**

### 2. Specifications:

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

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

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

#### 2.4 Concrete:

Below Footing– PCC (1:3:6)

DPC below plinth beam – 1:4:8

RCC work – Minimum M 25

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

#### 2.6 Formwork:

**2.7 Brickwork:** Fly ash brick

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

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

#### 2.8 Plinth filling:

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

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

#### 2.9 Flooring Dado and skirting:

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

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

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

d. Skirting upto 10 cm height with ceramic tiles.

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

#### 2.10 Door

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

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

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

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

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

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

### **2.11 Window, ventilator and grill:**

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

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

Exterior walls with smooth exterior emulsion paint.

### **2.13 Internal Sanitary and Collecting Chamber:**

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

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

### **2.14 Internal Water Supply:**

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

### **2.15 Plastering**

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

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

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

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

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

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

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

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

### 3. GENERAL

#### 3.1 List of Makes

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



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

#### 4. STEEL :

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

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

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

#### 6.0 WORKMAN SHIP :

#### 6.1 EXCAVATION :

The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of under ground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made. Minimum depth of Excavation on Original Soil should not be less than 2.5 Mtrs.

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

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

6.3 **REINFORCED CONCRETE WORK :**

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

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

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

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

6.5 **MIXING :**

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

6.6 **TRANSPORTING :**

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

6.7 **PLACING AND COMPACTING :**

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

6.8 **MECHANICAL VIBRATION :**

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

6.9 **CURING :**

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

## 6.10 FORM WORK

- 6.10.1 The form work shall conform to the shape lines and dimensions as shown on the drawings and so constructed as to remain sufficiently rigid during the placing and compacting of concrete, and shall be sufficiently tight to prevent loss of liquid from concrete. Only well designed and proper steel form work shall be used.
- 6.10.2 The form work shall be cleared off. All rubbish particularly chippings, shaving and saw dust shall be removed from the interior of the forms before the concrete is placed and the form work in contact with the concrete shall be cleaned and thoroughly wetted or treated with an approved composition.

## 6.11 STRIPPING OF FORM WORK :

- 6.11.1 In no circumstance form work should be struck off until the concrete reaches the strength of at least twice the stress to which the concrete may be subjected at the time of stripping.
- 6.11.2 In normal circumstances i.e. temperature above 20<sup>0</sup> C form work may be struck after expiry of the following periods as per IS 456-1978.
- (A) Vertical sides of slabs, beams and columns 48 hours.
  - (B) Bottom of slabs under 4.5 M Span : 7 days
  - (C) Bottoms of slabs over 4.5M Span : 14 days
  - (D) Bottoms of beam under 6 M Span : 14 days and
  - (E) Bottoms of beam over 6 M Span : 21 days

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

## 7 MATERIAL :

### 7.1.1 STEEL :

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

### 7.1.2 PLACING :

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

### 6.1.3 SIZE AND QUALITY OF STEEL BARS :

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

## 7.2 AGGREGATES :

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

## 7.3 STORAGE OF MATERIALS :

Cement shall be stored properly in a dry ventilated buildings.

## 8. DESIGN MIX :

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

**9. TEST :**

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

**Commissioner  
Municipal Corporation  
Bhilai-Charoda**

## SPECIAL CONDITIONS

### ANNEXURE - 'E-2'

The relevant IS standard specifications shall be strictly followed.

#### **FOLLOWING SPECIFICATIONS SHOULD BE STRICTLY FOLLOWED :**

#### 1.0 **CEMENT AND CONCRETE :**

##### 1.1 **Minimum Strength of Concrete :**

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

Columns staging - M25 (250 kg/sqcm)

Tank including roof - M30 (300 kg/sqcm)

##### 1.2 **Minimum Cement Content**

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

Concrete - M25 - 350 kg/cum

Concrete - M30 - 400 kg/cum

##### 1.3 **Cover of Concrete :**

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

##### 1.4 **Cement**

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

##### 1.5 **Water Cement Ratio :**

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

##### 1.6 **Use of Construction Chemicals :-**

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

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

##### 1.8 **Construction Joints :**

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

##### 1.9 **Minimum Dimensions and Shapes :**

Minimum Dimensions shall be as below :

Circular columns - 400 mm

Tank wall 200mm

Bottom slab/ Dome 200mm

Top slab 150 mm

#### **Note -**

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

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

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

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

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

2.2 **Maximum spacing of reinforcement :**

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

2.3 **Type of Steel :**

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

**Detailing of Steel**

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

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

**BREAK UP :**

**Break up of Payment Schedule:**

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

## ANNEXURE- “A”

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

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

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

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

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

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

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

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



## ANNEXURE – “B”

### CONTRACTOR’S LABOUR REGULATIONS.

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

#### Explanation:

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

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

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

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

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

Dated: .....

Signature of I.T.I.

Circle / Ward / District

**ANNEXURE- "G-I"**

**GUARANTEE BOND**

(To be used by approved scheduled banks)

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

\*(indicate name of the bank)

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

The said contractor(s) from time to Time or to postpone for any time or for time to time, any of the power  
exercisable by the MUNICIPAL CORPORATION, against the said contractor(s) and to forebear or enforce any of the  
terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any  
such variation, or extension being granted to the said contractor(s) or any  
Forbearance act or commission on the part of the Municipal Corporation or any indulgence by the Municipal  
Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the aw relating to sureties,  
would but for this provision have effect of so relieving us.

6. This guarantee whiff not be discharged due to the change in the Constitution of the Bank or the a ractors)  
 We.....(\*)Bank Limited, lastly undertake not to revoke this guarantee itcurrency  
 except with The previous consent of the Municipal Corporation, in writing dated

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

## ANNEXURE "O"

### ADDITIONAL SPECIAL CONDITIONS

1. ~~**Foundation levels and confirmatory boring:** In accordance with IS / IRC Code keeping in view the stipulation of clause 4.5 & 4.18 of the N.I.T contractors are required to carry out confirmatory boring on each pier and abutment locations.~~
2. ~~**General arrangement Drawing, approval of design:** The tender drawing containing general arrangement of structure must give one type of structural component out of the acceptable types as stipulated in the N.I.T or in these special conditions. No option is acceptable. However, change in design at later data will be examined in accordance with clause 4.16 of N.I.T. Programme of submission & approval of detailed design shall be mutually on award of the contract.~~
3. ~~**Details in General Arrangement Drawing:** Type of pier, abutment and returns and their foundation levels should be clearly shown in the general arrangement drawing of the contractor.~~
4. ~~**Conditions of Exposure:** The condition of exposure shall be treated as moderate for this bridge.~~
5. ~~**Consultant:** A contractor who offers alternative designs should declare the name and address of the consultant. If the said consultant has not done any work of bridge in M.P.P.W.D or Setu Nirmal Nigam, his qualification and experience in design work must be stated.~~
6. ~~R.C.C bearing shall not be allowed.~~
7. ~~**Design of box for temperature difference:** The additional stresses generated by the temperature difference may be calculated in accordance with the method contained in a paper entitled "Temperature stresses in concrete bridge decks simple design method by Dr. V. K. Raina published in Bridge and Structural Engineer. If such additional temperature stresses are taken into account, the permissible increase of stresses will be 15% in accordance, with Clause 203 of IRC -6 of 1986.~~
8. ~~**Land for construction Camp:** Land for construction camp shall be arranged by the contractor.~~
9. ~~**Security deposit Clause 1.1 and 2.8 of N. I. T.:** Fifty percent of the security deposit will be refunded on completion, testing and handing over of the bridge, to the department. Remaining fifty percent will be refunded six months after completion or after one monsoons, whichever is later.~~
10. ~~**Supply of detailed drawing:** The detailed drawing of various component of bridge shall be supplied to the contractor in parts as per the progress of the work. In case the contractor's lumpsum offer based on departmental General Arrangement Drawing, he will have to submit detailed design & drawing of various components for approval as per clause 4.3~~
11. ~~**Revision in design:** Due to basic data being changed. If, on award of work, it is considered necessary to increase the length of bridge or vary the foundation and / or formation level due to change in the basic hydraulic and sub soil data, the contractor shall, submit revised design to suit the change as ordered without any extra cost on account of the additional design work.  
But in case there are major changes in the data and the contractor is required to redesign the bridge, the C.E. may at his discretion allow extra payment for design may be commensurate with the extra work involved in the design.~~

(12) If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time \_\_\_\_\_ allowed for completion, or abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the Executive Engineer shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory (at the sole discretion of the Executive Engineer), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the Govt. If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any P.W.D. Division in the State of Chhattisgarh for a period of 2

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

**(13). Performance Guarantee:**

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

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

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

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

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

~~16. डेकेदार के द्वारा कार्यादेश की तिथि से 15 दिन के भीतर उनके स्वयं के व्यय पर कार्यकारी रूपांकन तैयार कर वाकर विभाग को उपलब्ध कराना होगा, जिसके लिए उन्हें विभाग द्वारा कोई भुगतान नहीं किया जायेगा।~~

**Additional Special Condition:**

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

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

## ANNEXURE II

### SAFETY CODE

#### Scaffolding:

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

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

2. **Excavation and Trenching:** All trenches 1.2 metre or more in depth, shall at all times be supplied with at least one ladder for each 30 Metre in length of friction thereof. Ladder shall be extended from bottom of the trench to atleast 1 metre above the surface of the ground. The side of trenches which are 1.5 metre or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse The excavated materials shall not be placed within 1.5 metre of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
3. **Demolition:** Before any demolition work is commenced and also during the process of the works.
  - (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
4. **Painting:** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and. protective goggles.
  - b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
  - c) Those engaged in welding works shall be provided with welder's protect.
  - d) When workers are employed in sewers and manholes which are in use, the Contractors shall ensure that the manhole covers are open and are ventilated atleast for an hour before the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - e) The Contractor shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
    - i) No paint containing lead or lead shall be used except in the form of paste or ready made paint.
    - ii) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
    - iii) Overhauled shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
5. **Drawing:** When the work is done near any place where there is risk of drawing all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
  - a) Every crane driver or hosing applicants operator shall be properly qualified and no personal order an age of 21 years should in-charge of any hoisting machine including any scaffold which give signals to the operator.
  - b) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The sate working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
  - c) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded contractor's machine the contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
  - d) **Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally dispraced When workers employed on Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and**



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

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

**Affidavit**

I.....S/o.....  
Aged..... years.....resident..... of.....  
.....(address.....  
.....)

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

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

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

Deponent  
(.....)  
Authorized signatory / for and on behalf  
of.....  
(affix seal)

**Verification**

I..... S/o..... do here by affirm  
that the contents stated in Para 1 to 4 above are true to the best of my knowledge and believe and are based on my /  
our record.

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

Deponent  
Seal of attestation by a Public  
Notary with date

Authorized signature / for and on behalf of.....  
(Affix seal)

**INDENTURE FOR SECURED ADVANCES**

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

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

(hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part of the COMMISSIONER, MUNICIPAL CORPORATION, BHILAI-CHARODA,CG.(hereinafter called the COMMISSIONER, MUNICIPAL CORPORATION, Bhilai-Charoda, C.G. which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated.....(hereinafter called the said agreement)the contractor has agreed AND WHEREAS the Contractor has applied to the COMMISSIONER, MUNICIPAL CORPORATION, Bhilai-Charoda, C.G. that he may be allowed advances on the security of

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

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

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

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

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

That the said materials shall not on any account be removed from the site of the said works except with the written permission of the ExecutiveEngineer, MUNICIPAL CORPORATION, Bhilai-Charoda or an officer authorised by him on that behalf.

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

That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of advance or advances that may still be owing to the Commissioner, Municipal Corporation, , Bhilai-Charoda.C.G shall be immediately on the happening of such default br repayable by the contractor to the Commissioner, Municipal Corporation, , Bhilai-Charoda.C.G together with interest there on at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costscharges, damages and expenses incurred by the Commissioner, MUNICIPAL CORPORATION, Bhilai-Charoda.C.G in or for the recover there of or the enforcement of this security or otherwise by reason

of the default of the contractor and the Contractor hereby covenants and agrees with the Commissioner, Municipal Corporation, Bhilai-Charoda.C.G to repay and pay the same respectively to him accordingly. That the Contractor hereby charges all the said materials with the repayment to the Commissioner, Municipal Corporation, , Bhilai-Charoda.C.G of the said sum of Rupees.....and any further sum or sums advanced as aforesaid and all costs charges , damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not with standing anything in the said agreement and without prejudice to the powers contained there in if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Commissioner, Municipal Corporation, , Bhilai-Charoda.C.G may at any time there after adopt all or any of the following courses as he may deem best:-(a) Seize and utilise the said materials or any part there of in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting he Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement.