

MUNICIPAL CORPORATION BHILAI CHARODA

FORM – A

TENDER DOCUMENTS

कार्य का नाम :- *वार्ड क्र. 05 राजू डहरिया से कन्हैया यादव के घर तक नाली निर्माण कार्य*

**Executive Engineer
Municipal Corporation, Bhilai Charoda
Chhattisgarh**

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I N D E X

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APPENDIX 2.13
(See paragraph 2019)
FORM 'A'
MUNICIPAL CORPORATION BHILAI CHARODA (C.G.)
DEPARTMENT

G.Sno. - (15)

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

Name of Work : **वार्ड क्र. 05 राजू डहरिया से कन्हैया यादव के घर तक नाली निर्माण कार्य**

Amount of Contract : **₹ 3.27 Lacs**

Amount of E.M.D. ₹. : **₹ 3300.00** (FDR. in Favor of Commissioner, Municipal Corporation Bhilai Charoda)

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

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

Time allowed for Completion: **02 माह**

Date of Opening Tender : **02/12/2024**

Submission of Date : **29/11/2024**

Division :.....

Sub-Division :.....

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS
(SOR of PWD CG For Road/Building works inforced from 01.01.2015 & amended till date)
(SOR of PWD CG For Electrical works inforced from 01.06.2020 & amended till date)

1. Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs. 20.00 lacs or less. The N.I.T. shall be posted in public places signed by the authority inviting the tenders.

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

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

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

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

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

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

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

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

TENDER FORM WORKS

I/We hereby tender for the execution, for the Municipal Corporation, BHILAI CHARODA of the works specified by in the under written memorandum within the time specified in such memorandum at in figures)..... (in words) percent below/above the rates entered in the schedule mentioned in rule and in accordance in all respects with the specification, designs, drawings and Instructions in writing referred to in rule I hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so for applicable.

MEMORANDUM

- (a) Name of work : **वार्ड क्र. 05 राजू डहरिया से कन्हैया यादव के घर तक नाली निर्माण कार्य**
- (b) Cost of work put to tender : **₹ 3.27 lacs**
- (c) Earnest Money : **₹ 3300.00**
- (d) Security deposit (including earnest money) :
- (e) Percentage, if any, (to be deducted from bills) :
- (e) Time allowed for the work form the date of write in order to commence :

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

Signature of witness to Contractor

Signature of the Contractors before
submission of Tender

Dated day of
.....200

Dated day of
.....200

Address of the witness :

Occupation the witness :

The above tender is hereby accepted by me on behalf of the Municipal Corporation BHILAI CHARODA
Dated200 date of 200

APPENDIX 2.14
(See Paragraph 2.019)

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

Issued to Shri/M/s.

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

Name of Work

Amount of Contract Rs.

Amount of E.M. Rs.

Cost of Tender Form Rs.

Vide M.R. No. & Date

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

Date of opening Tender

Division

Sub-Division

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage if any. to be deducted from bills. Copies of specifications, drawings and a

Schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work, signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the contractor at the office of the authority inviting the tenders. During office hours.

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

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

rejection, unless there is specific provision in the conditions of the Notice Inviting Tenders e.g in three cover system. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

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

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

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised by him.

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

TENDER FOR WORK

I/We hereby tender for the execution to the Governor of Chhattisgarh of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in rule I hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so for applicable.

MEMORANDUM

- (a) Name of work (b) Probable amount of Contract
- Rs. (c) Earnest
money.....
- (d) Security deposit (including earnest money) (e) Percentage if any to be
deducted from bills
- (f) Time allowed for the work from the reckoned date including / excluding rainy
season
(from 16th June to 15th October) (deleted which ever is not necessary).

shall be returned back to the tenderer unopened. All other tenders received before the prescribed deadline for receipt of tenders shall be kept in safe custody with the Clerk of the office of Municipal Corporation Bhilai Charoda Executive Engineer (as the case may be) till the prescribed time for opening of tenders.

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

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

1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS

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

- I) The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof - or
- II) Any of the pages of the tenders removed or replaced - or
- III) In the case of item rate tenders, rates are not entered in figures, and in words and the total of the each item and grand totals are not written by the tenderers in the last column of the schedule of items (Annexure-F under his signature - or
- IV) If erasures without attestation are made by him in the tender - or
- V) If all corrections and conditions and pasted slips are not initialed & dated by the tenderer - or
- VI) If the tenderer or in the case, each partner or any partners so authorised thereof, does not sign or signature/signatures is/are not attested by a witness on page 2 of the tender in the space provided for the purpose - or
- VII) If documents are not filled in ink or by ball pen.

2 . RATES:

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

2.2:Percentage rate tender in form "A"

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

- (a) Building Work: including water supply & Sanitary fittings - The Schedule of rates issued by **E-in-C PWD. Raipur** in force from **1.1.2015 and amended up to date of issue of N.I.T.**
- (b) Electric works: - The Schedule of rates issued by the **C.G. PWD Raipur SOR** .in force with effect from **15.04.2015** and its amendments issued up to the date of issue of N.I.T.
- (c) ~~National highway works - The Schedule of rates issued by thein force with effect fromand its amendments issued up to the date of issue of N.I.T~~
- (d) Road /Bridge works: - the Schedule of rates issued by the **E-in-c, PWD Raipur** in force with effect from **Road SOR 01.01.2015** and amendments issue up to date of issue of N.I.T.

2.2.2: The percentage of tender above / below or at par with the relevant schedule of rates inclusive of all amendments issued up to the date of the issue of notice inviting tenders should be expressed on the

manual/ latest CPWD specifications/ISI codes for buildings and the relevant Indian standard specification with amendments and revisions issued up to the date of tender notice. Where ever any material has I.S.I. mark such material alone has to be used

5.3 **Workmanship:-** The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer, in respect of workmanship will be final.

5.4 **Specification for building work:-** (Including water supply and sanitary fittings.)

5.4.1 The contractor shall execute the work in conformity with the standards and procedure laid down latest CPWD specifications/ISI codes for buildings or special specification when ever enclosed separately and in accordance with the approved drawings

5.4.2 Concrete. All concrete shall be Mixed in concrete mixer and compacted by mechanical vibrators. Slump test shall be carried out during concreting and sample test cubes prepared and tested for strength in accordance with the code. The Department will carry out the testing at the cost of contractor.

The results of the tests shall conform with the required standard and if the Engineer-in- charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-charge at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of which has given unsatisfactory test results.

5.4.3 Bricks.:- The contractor should use the bricks manufactured on the metric system, as for as possible.

5.4.4 All timber used in the wood work for works must be properly seasoned. In case of important buildings mechanical seasoning should be done in good seasoning plant. In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense

5.4.5 Maintenance of roofs. Subject to the provision in the agreements, it will be the responsibility of the contract to see that the roof does not leak, during the period of the fist rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its completion. He will make good and replace all the defective work on this account at his own cost.

~~5.5 Specification of Electrical works-~~

~~5.5.1 The work will be carried out as per the approved drawing and as directed by the
The work will be governed by " General specifications " for the Electrical works in Government buildings in CG in forces from at time of agrement. All electrical materials must bear "I.S.I." mark~~

~~5.5.2 All samples of electrical accessories should be got approved from the Engineer in- charge prior to their us in work. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. Item involved in the Electrical work is enclosed in Annexure E.~~

~~5.5.3 The Period of testing and refund of deposit will be 6 months after completion of work.~~

~~5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan tube light fixtures will be made by the Department as mentioned in the S.O.R As such labour rates only as per S.O.R. will be paid for fitting of such items in position as per S.O.R.~~

~~5.5.5 The Contractor should submit “as built” detailed wiring diagram on tracing cloth showing the point position of switch length of point, position of D.B. and main switch circuit No. in which points fall at time of final bill. Otherwise deduction of 1/2 percent (Half percent) will be made from the contract sum of all electrical items~~

5.6. Specifications for road/bridge/culvert works.

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

5.7 Contradictions or amendments: In the event of contradiction between the stipulations of the Schedule of rates (schedule of rate relevant to this NIT) and aforesaid specification (vide Para 5.1 to 5.6 above) the stipulations of the schedule of rates shall gain precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of Corporation shall be final.

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

Name of Materials	Rate.	Place of delivery
1.		
2.		
3.		

~~6.1 In case of the departmental supply of Iron/steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in SOR (with due allowance for the percentage above or below SOR. tendered and accepted.)~~

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

7. Miscellaneous Conditions

7.1 Subletting: The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract.

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

7.3 Minerals extracted for works carried out on behalf of the Government of India , from the quarries in possession of and controlled by the state Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The Executive Engineer shall not also issue any certificate in respect of

~~Engineer-in-Charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O. letter to the Superintending Engineer concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Superintending Engineer shall have to be appended IN the bills of the contractor.~~

8. **SPECIAL CONDITIONS:**

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

8.1 **Agreement: -**

8.1.1 **Execution of agreement:** The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement In the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department. Failure to be so will result in the earnest money being forfeited to the Municipal Corporation Bhilai Charoda and tender being cancelled.

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

- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.
(ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
(b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff
(c) Incase the contractor fails to employ the technical staff as aforesaid, the E.E. shall have the right to take suitable remedial measures.
(d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him , at the time of agreement and also give his curriculum vitee.
(e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
(f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer

~~Annexure "D": Form of income tax clearance certificate -----~~

~~Annexure "E": Specification for the work of construction of -----~~

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

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

~~Annexure "H": Special Conditions~~

ANNEXURE - "A"

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

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

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

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

Dated.....

Signature of I.T.O.
Circle/Ward/District

Annexure-"E"

"Attach Prints"

Brief Specifications for major items of the work of construction of -----
(Mention the Items involved with details)
Executive Engineer

Annexure-"F" (For percent rate tenders)

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

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

Annexure-"F" (For Item rate tenders)

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

(use separate sheet)

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

ANNEXURE G
(Revised from Bank Guarantee Bond)
(GUARATEE BOND)
(In lieu of performance Security Deposit)
(To be used by approved Scheduled bank)

1. In consideration of the MUNICIPAL CORPORATION BHILAI CHARODA of Chhattisgarh (here in after called the MUNICIPAL CORPORATION BHILAI CHARODA having agreed to exempt (Herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated made between for the work (Name of work) (here in after called the said Agreement) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreements on production of a bank Guarantee for Rs. Rupees Only we. (.) (hereinafter referred to as " the bank (at the request of the said contractor (s) do here by undertake to pay the MUNICIPAL CORPORATION BHILAI CHARODA, an amount not exceeding Rs. against any loss or damage caused to or would be caused to or suffered by the MUNICIPAL CORPORATION BHILAI CHARODA, by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.

2. We (.) do here by undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the MUNICIPAL CORPORATION BHILAI CHARODA stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MUNICIPAL CORPORATION BHILAI CHARODA by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreements or by reasons of the contractor (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, Howere our liability under this Guarantee. shall be restricted to an amount not exceeding

3. We undertake to pay to the MUNICIPAL CORPORATION BHILAI CHARODA any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payments.

4. We (.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the MUNICIPAL CORPORATION BHILAI CHARODA under or by virtue of the said agreement have been fully paid and its claims satisfied or

discharged or till the Executive Engineer MUNICIPAL CORPORATION BHILAI CHARODA certified that the terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 9 months beyond the due date of completion of the work) we shall be discharged from all liability under the guarantee.

5. We (.) further agree with the MUNICIPAL CORPORATION BHILAI CHARODA that the Govt, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Gove. against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations. or extension being granted to the said contractor (s) or for barnacle, act or commission on the part of the Gove. or any indulgence by the Govt. to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to surities would but for this provision have effect of so relieving us.

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

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

Dated the day of

..... for ()

(>) indicate the Name of the Bank

Annexure-H
SPECIAL CONDITIONS OF N.I.T.
(Reference Clause 8 of NIT)

(1) "Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR, in favour of the E.E. before signing the agreement. The same shall be refunded along with the normal S.D. after completion of the work. If the contractor fails to complete the work or left the work incomplete, this Additional performance security (APS), shall be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case the tenderer/contractor refuses to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited."

(2) If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the Commissioner/E.E. shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory (at the sole discretion of the Commissioner /E.E.), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the MUNICIPAL CORPORATION BHILAI CHARODA. If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any MUNICIPAL CORPORATION BHILAI CHARODA for a period of 2 (two) years from the date of such order, by the authority which had registered him/her.

Such orders & action shall be final binding and conclusive

(3) Detailed programme of Construction:

(i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme month wise for

(a) Materials procurement

(b) Their transport arrangement to worksite with details of No. of truck/tippers

(c) Detailing of construction plants & equipments

(d) Cash flow/ revised Cash flow

(ii) The contractor shall submit in the first week of each month a statement of **“target vis-à-vis actual performance”** of each item/event with slippage, if any; mentioning reasons of slippage and proposal for

or objection, what so ever in this regard shall be entertained by the department.”

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

GENERAL RULES & CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender document submitted by the tenderer and the acceptance thereof including the formal agreement executed between the E.E., Municipal Corporation, BHILAI CHARODA and the Cotractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them:-
 - (a) The expression "works" or "work" shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent any whether original, altered, substituted or additional.
 - (b) The "site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted used for the purpose of carrying out the contract.
 - (c) The E.E., Municipal Corporation, BHILAI CHARODA and his successors in office.
 - (d) The "Engineer-in-Charge" means the Executive Engineer or the Assistant - Engiener as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Municipal Corporation>
 - (e) "Municipal Corporation" shall mean the Municipal Corporation, BHILAI CHARODA.

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

Clause 1 - SECURITY DEPOSIT - The person whose tender may be accepted (hereinafter called the contractor which expression shall unless extended by or repugnant to be contract include his heir executors, administration, representative and assigns) shall permit Municipal Corporaiton, BHILAI CHARODA at the time of making any payments to him for the value work done under the contract to deduct the security deposit as under.

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

Clause 2 COMPENSATION FOR DELAY:-

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

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

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

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

The work shall through the stipulated period of 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 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 per cent) progress in 1/2 (half) of original or validity extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalised, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contractor left incomplete, either from the bill, and or from available security/ performance guarantee or shall be recovered as "Arrears of land revenue".

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

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

Clause 3:-

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

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following :-

(a) The Contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Executive Engineer.

(b) The Executive Engineer gives notice that failure to contract a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.

(c) The contractor has delayed the completion of work by the number of weeks (12 - Twelve weeks) for which the maximum amount of compensation of 6% of contract sum is exhausted.

(d) If the contractor has not completed at least thirty percent of the value of construction work require to be completed in half of the completion period (including validity extended period if any).

(e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer.

(f) If the violates labour laws.

(g) Any other deficiency which goes to the root of the contract Performance.

(iii) If the contract is terminated , the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

(iv) The Executive Engineer shall cause recording and checking of measurements of all items of work done (taking into account quality and quantity of items actually executed) and prepare the final bill after adjusting all previous outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his solew risk and responsibility.

(v) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and further recover/ deduct/ adject a compensation @10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/ performance guarantee or shall be recovered as "Arrears of land revenue".

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

Clause 4 :-

____In any case in which any of the powers confered upon the Executive Engineer by clause-3 hereof shall have become exercisable the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereon and such power's shallnotwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract ates, or inc ase of these not being applicable, at current market rates to be certified by Executive Engineer, whose certificate thereof shall be final, otherwise the eXecutive Engineer may be notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to

remove such tools plant, materials or stores form the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expenses sell them by action or private sale on account of the contractor & at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause-5

1.1 If the contractor shall desire an extension of time for completion of work on the ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Executive Engineer 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 extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than above period mentioned, then the Executive Engineer shall refer the case to the Commissioner, Municipal Corporation, BHILAI CHARODA with his recommendation and only after his decision in this regard, the Executive Engineer shall sanction extension of such time as decided by the Commissioner, Municipal Corporation, BHILAI CHARODA.

Once the Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA has decided the case of extension of time reference to the particulars application of the contractor, it will not be competent for them to review/ change such a decision late on. However the Commissioner, Municipal Corporation, BHILAI CHARODA and the Executive Engineer shall give the contractor on opporunity to be heard (orally and or in writing), before taking any final decision either or granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contractor) or before refusing both. Provided further where the Executive Engineer has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Executive Engineer/ Commissioner, Municipal Corporation, BHILAI CHARODA.

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

Once the Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA fails to communicate his decision within a period of 30 days of such hearing, if shall be deemed that the contractor has been granted extension of time for the period as applied by him.

5.2 Incentive Bonus :- NOT Applicable

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

be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the same so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advances against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as an admission of the due performance of the contractor or any such part thereof, in any respect or the accruing of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

BILL TO BE SUBMITTED MONTHLY

Clause 8 :-

A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Executive Engineer shall take or cause to be taken the requisite measurement for purpose of having the same verified/ checked by the sub-Engineer and sub-Executive Engineer concerned for quantity, quality and specification and examining all the "test results" and record the same in the Department measurement book, based on which record measurement bill shall be corrected/ prepared afresh. The contractor shall sign the measurement and the bill. The Executive Engineer shall pay running bills by 25th day of the month subject to availability of the funds.

If the contractor fails to submit the bill or before the day prescribed the Executive Engineer after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorised Engineer/ Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor.

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

BILL TO BE ON PRINTED FORMS :

Clause 9 -

The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work. The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done after deducting the cost of materials supplied departmentally at rates specified in the agreement.

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

Clause 10 :-

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

ADVANCES TO CONTRACTORS :-

Clause 11 (A) :- NOT Applicable

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

~~(i) **Mobilization advance :-**~~

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

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

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

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

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

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

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

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

~~———— This advance shall be made against hypothecation or plants and machineries in favour of the Engineer in charge. Sanctioning authority for the this advance shall be E.E., Municipal Corporation, BHILAI CHARODA.~~

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

~~(b) — The contractor shall submit an affidavit along with the application that he has not received or applied for advance against plant and machineries for which the advance is applied. In any other agreement/ office/ institution.~~

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

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

