

NAYA RAIPUR DEVELOPMENT AUTHORITY



Development of pavement for access road networks in specified areas at Naya Raipur

TENDER DOCUMENT

**OFFICE OF THE CHIEF EXECUTIVE OFFICER, NAYA RAIPUR DEVELOPMENT AUTHORITY
NEAR MANTRALAYA MAHANADI DWAR, RAIPUR**

LEGEND



Name of the work	:	Development of pavement for access road networks in specified areas at NayaRaipur
Probable amount of contract	:	Rs. 233.0 Lacs
Amount of earnest money	:	Rs. 2.33 Lacs (EMD in the form of FDR or DD of Nationalised/Scheduled Bank drawn in the name of CEO, NRDA Raipur, payable at Raipur in separate envelop)
Time allowed for completion	:	8 (Eight) Months including rainy season
Last date of Submission of tender document	:	09.05.2011 up to 15.30 Hrs. by Registered AD/Speed post
Date of opening of tender document	:	09.05.2011 after 16.00 Hrs.
Cost of tender document	:	Rs 7,500.00 (Rs. Seven Thousand Five Hundred Only)
Issued to Shri/M/s	:
Class of Contractor	:	CG PWD/HB Registration No: Date.....
Vide M.R. No. & Date:	:date.....
Client/Employer	:	Chief Executive officer, Naya Raipur Development Authority (NRDA), Raipur
Department/Government	:	Naya Raipur Development Authority (NRDA), Raipur
Chief Engineer	:	Chief Engineer, Engineering Section, NRDA
Superintending Engineer	:	Superintending Engineer, Engineering Section, NRDA
Engineer-in-charge	:	Executive Engineer, Engineering Section, NRDA OR Any Person Deputed By Chief Executive officer, Naya Raipur Development Authority (NRDA), Raipur for The Purpose

Signature of Contractor.....

Signature of NRDA.....

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 <p align="center">NAYA RAIPUR DEVELOPMENT AUTHORITY Near Mahanadi Dwar, Mantralaya, Raipur-492001, Chhattisgarh Ph:0771-4066011 Fax:0771-4066188, Website: www.nayaraipur.com</p>																			
<p align="center">Tender Notice</p> <p>NIT no:536/pavement for road network/CE(E)/NRDA/2010-11,Raipur,dated 23//04/2011</p> <p>Sealed tenders are invited from the registered contractors in A-4 or above category with PWD and other Govt. /Semi-Govt. departments of equivalent category, who have experience according to Pre-Qualification criteria, for the work of "DEVELOPMENT OF PAVEMENT FOR ACCESS ROAD NETWORKS IN SPECIFIED AREAS AT NAYA RAIPUR"</p> <table border="1"> <tr> <th rowspan="2">Time Allowed</th> <th rowspan="2">Estimated Cost(Rs in Lakhs)</th> <th rowspan="2">EMD (Rs in Lakhs)</th> <th rowspan="2">Cost of Tender Document (Rs)</th> <th colspan="2">Pre -Qualification Criteria</th> </tr> <tr> <th>Average annual turnover during last three financial years(Rs In Lakhs)</th> <th>Cost of one work of similar nature satisfactorily completed during last three years (Rs In Lakhs)</th> </tr> <tr> <td>8 (Eight) months including rainy season</td> <td>233.00</td> <td>2.33</td> <td>7,500/-</td> <td>350</td> <td>220</td> </tr> </table> <p>Bids are invited in three envelope system. It is compulsory to submit the valid registration certificate, commercial tax certificate. The intending tenderers should submit work completion certificates issued by an officer not below the rank of Executive Engineer in Government department or General Manager in PSU's, all documents to be submitted shall be duly notarised.</p> <p>Tender document can be purchased on any working day from 27.04.2011 to 07.05.2011, upto 16.00 hrs from the Accountant NRDA, Raipur. The last date for submissions of the tenders by speed post/registered post/courier will be 09.05.2011, upto 15.30 hrs. Documents shall be opened thereafter on same day.</p> <p>Detailed NIT can be seen on website www.cg.gov.in and www.nayaraipur.com</p> <p>Amendment/corrigendum in tender, if any, will only be published on the website www.nayaraipur.com and shall not be published in any newspaper.</p> <p align="right">  Chief Executive Officer </p>						Time Allowed	Estimated Cost(Rs in Lakhs)	EMD (Rs in Lakhs)	Cost of Tender Document (Rs)	Pre -Qualification Criteria		Average annual turnover during last three financial years(Rs In Lakhs)	Cost of one work of similar nature satisfactorily completed during last three years (Rs In Lakhs)	8 (Eight) months including rainy season	233.00	2.33	7,500/-	350	220
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8 (Eight) months including rainy season	233.00	2.33	7,500/-	350	220														

Signature of Contractor.....

Signature of NRDA.....

TO BE SUBMITTED IN ENVELOPE -2 as Technical Tender

OFFICE OF THE CHIEF EXECUTIVE OFFICER

NAYA RAIPUR DEVELOPMENT AUTHORITY, NEAR MANTRALAYA MAHANADI DWAR, RAIPUR

DETAILED NOTICE INVITING TENDER

(FOR CONSTRUCTION AND MAINTENANCE WORKS)

NIT No.:/ pavement for road network /CE(E)/NRDA/2010-11, Raipur, dated:

.....

- 1.1 Sealed tenders are invited in specified form from the Contractors registered in A-4 class with Chhattisgarh P.W.D. as well as in Other Govt./semi govt. departments in similar category on behalf of the Naya Raipur Development Authority for the following work as per the schedule attached there to. The tender documents can be purchased from the Accountant, NRDA Raipur during working hours on or before **7/05/2011 up to 04.00 P.M. on all working days.**

- | | | |
|---|-----------------------------|--|
| 1 | Name of the Work | Development of pavement for access road networks in specified areas at NayaRaipur |
| 2 | Probable amount of contract | Rs. 233.00 Lakhs |
| 3 | Amount of earnest money | Rs. 2.33Lakhs |
| 4 | Time allowed for completion | 08 (Eight) Months including rainy season |
| 5 | Cost of tender form | Rs. 7,500/- |

1.1.1 Pre-qualification Criteria

- The intending tenderer should have a minimum of Rs350 Lakhs as an average annual turnover during last three financial years.(A document showing balance sheet duly certified by Chartered Accountant shall be submitted)
- The intending tenderer should have completed at least one road work of worth Rs 220 Lakhs in government department satisfactorily during last three years.(A certificate from Executive Engineer, duly notarised shall be submitted)

- 1.2 **All tenderers should submit the valid registration certificate, commercial tax certificate, all duly notarised, along with the application and the tender cost as**

Signature of Contractor.....

Signature of NRDA.....

mentioned in the three envelope system, as detailed in para 1.9.1 below. The intending tenderers should also submit work prequalification criteria as mentioned in clause no 1.1.2, completion certificates issued by an officer not below the rank of Executive Engineer in Government department or General Manager in PSU's, all documents to be submitted shall be duly notarised.

- 1.3 Tender will be invited only to those bidders who fulfill the above criteria and submit the tender cost.
- 1.4 Not more than one tender shall be submitted by any contractor or by a firm of contractors.
- 1.5 No two or more concerns in which an individual is interested, as a proprietor and/ or partner shall tender for the execution of the same Work. If they do so, all such tenders shall be liable to be rejected.
- 1.6 The authority competent to accept the tenders is CHIEF EXECUTIVE OFFICER, NAYA RAIPUR DEVELOPMENT AUTHORITY, RAIPUR.
- 1.7 Tender document consisting of plans, specifications, schedule(s) of quantities of the various items of work to be done, the conditions of contract and other necessary documents, for submission of tender-forms and other documents will be open for inspection and issued/sold on payment of fee as detailed at the LEGEND.
- 1.8 The copies of others drawings and documents pertaining to the work signed for the purpose of identification by the accepting office or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the offices of CEO, NRDA during working hours upto the date mentioned in clause 1.1 above.
- 1.9 Sealed tenders in prescribed format as mentioned in sub-clause 1.9.1 to sub-clause 1.9.7 should reach the office of the CHIEF EXECUTIVE OFFICER, NAYA RAIPUR DEVELOPMENT AUTHORITY, NEAR MANTRALAYA MAHANADI DWAR, RAIPUR on or before date **09.05.2011 up to 15.30 hrs.** by Registered AD./Speed post/Courier with Earnest Money Deposit (EMD FDR/DD of Nationalised/Scheduled Bank in separate envelop).
- 1.9.1 The Tender shall comprise three envelopes submitted simultaneously, one containing the EMD and cost of tender document, second containing Technical Tender and the other the Price Tender, enclosed together in an outer single envelope.

Signature of Contractor.....

Signature of NRDA.....

ENVELOPE-1	EMD & Photocopy for the receipt of purchase of tender
ENVELOPE-2	Technical bid consisting of the documents/certificate in proof of prequalification criteria
ENVELOPE-3	Financial bid /Price Tender

1.9.2 The Tenderer shall enclose the original Technical Tender, the original Price Tender, in separate sealed envelopes, duly marking the envelopes as “EMD AND TENDER COST”, “TECHNICAL TENDER”, “PRICE TENDER” as appropriate. These envelopes containing above shall then be enclosed in one single envelope.

1.9.3 The inner and outer envelopes shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to the Employer; and
- c) bear the name and number of work package.

1.9.4 The outer envelopes and the inner envelopes containing the Technical Tenders shall bear a warning not to open before the time and date for the opening of Technical Tenders, in accordance with Detailed NIT Clause 1.10

1.9.5 The inner envelopes containing the Price Tenders shall bear a warning not to open until advised by the Employer in accordance Detailed NIT Clause 1.10

1.9.6 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

1.9.7 The down loaded Tender document will be properly bound.

1.10 Any manual tender received through registered post (AD.) Speed post /Courier after close of office hours of the prescribed dead line for receipt of tenders shall not be received from the postman and or if received shall not be opened. All other tenders received before the prescribed deadline for receipt of tenders shall be kept in safe custody with the office Superintendent or Divisional Accountant or Senior Account Clerk of the office of CEO NRDA (as the case may be) till the prescribed time for opening of tenders.

Tenders shall be opened on date 09/05/2011 after 16.00hrs in the office of the **CEO NRDA Raipur** before the contractors or their authorized representative intending to be present.

1.11 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Chief

Signature of Contractor.....

Signature of NRDA.....

Engineer/ Superintendent Engineer / Executive Engineer.

"Received late on date at.....AM./ P.M. hence not entertained and returned"

1.12 **NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY-**

(I) Fill in the blanks and strike out whichever is not applicable carefully before issue of N.I.T. for publication and display on the notice board as well as before sale / issue to intending tenderers.

(II) Unless the tender forms with complete documents are fully prepared and ready for delivery to intending tenderers; the notice shall not be displayed on the notice board nor sent for publication in the press

(III) All tenders received after the deadline shall be noted in the register to be maintained in the concerned office & shall be counter signed by the head of office in the following format:

S.No.	Name of work	Time & date of receipt	Initial of person who returned the tender.	Date initials of the head office.
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(IV) The names of tenderer(s) or their authorized representative present at the time of opening of tender(s) shall be noted in a register and their signature obtained in token of their presence. Rates and conditions, if any, offered by the tenderer(s) shall be read aloud by the officer opening the tender(s), so that the same can be noted by the tenderers or their representatives, if they so desire. The rates as well as conditions contained in the forwarding letter or separately attached to the tender(s) be read out, may also be got signed by all the tenderers or their representatives, who might be present. If they so desire.

(V) The officer opening the tender(s) should mark every tender under his dated initials by the fraction, the denominator of each will show the order in which the tenders are opened and the numerator will show the total number of tenders received. This should be done invariably on the first page of the tender form and on page (2) where the tenderers are to sign as well as pages of schedule of items. (ANNEXURE-E) attested and number the corrections and overwriting on each in tender with dated initials. If some words or figure is/are corrected more than once, then all of such corrections must be initialed with date.

1.13 **INSTRUCTIONS FOR GUIDANCE OF TENDERERS -**

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

Signature of Contractor.....

Signature of NRDA.....

- 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-E**) 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 at the time of issuing tender 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 scope of work and schedule of all items of work to be executed is enclosed at "**ANNEXURE-D&E**".

2.2 Percentage rate tender in form "A" or "C" - **NOT APPLICABLE.**

2.2.1 In respect of percentage rate tenders:- **NOT APPLICABLE.**

2.2.2 The percentage of tender above I below or at par with the relevant schedule of rates inclusive of all amendments issued up to the date of the issue of notice inviting tenders should be expressed on the tender form itself, both in words and figures in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the corrections should be duly attested and dated prior to the submission of tender.

Tenders not specifying percentage in words will summarily be rejected. In the case of variation between the rates stated in figure and words, the lesser of the two shall be deemed to be valid.

Any amendments to the schedule or rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendments to the current schedule of, rates, shall not apply to this tender.

2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the Schedule of rates mentioned in clause 2.2.1 or have been derived from the said

Schedule of rates and not to other items of work.

2.2.4 The percentage quoted by the contractor shall not be altered by the contractor during the term of contract. The deduction or addition, as the case may be of the percentage will be calculated on the amount of bill for the work done, after deducting the cost of materials supplied departmentally, if any, at rates specified in the agreement

2.2.5 If the work involves more than one S.O.R. even then the contractor shall quote only single rate, applicable to the concerned S.O.R. (for example- S.O.R Road works and P.W.D Chhattisgarh)

2.3 Item Rates tenders: -

2.3.1 In respect of item rate tenders, contractor should quote his rates for each of the items mentioned in the schedule of item in **ANNEXURE-E** of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be as given by the NRDA. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted. Any change in the unit shall lead to rejection of tender.

The tenderer shall fill his/ their tendered rates and prices for all items of works described in the schedule of item **ANNEXURE E** (Price Tender). The tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the other rates and prices of the schedule of other items indicated in **ANNEXURE E**.

2.3.1.1 Correction of Errors in Price Tender:-

During price Tender evaluation, the Employer will correct arithmetical errors on the following basis:

(a) if there is a discrepancy between words and figures, following procedure shall be followed:

- (i) the unit price which correspond to the total price for the item worked out by the Tenderer shall be followed;
- (ii) If the total price of an item is not worked out by the Tenderer or it does not correspond with the rates written either in words or figures then the rate quoted by the Tenderer in words shall be taken as correct.

- (b) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (d) The unit wise amounts will be rounded to the nearest rupee.
- (e) If the Tenderer does not accept the correction of errors, its Tender shall be disqualified and its Earnest Money Deposit will be forfeited.

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

2.3.3 If the tender of the successful tenderer is unbalanced or “front loaded” in relation to Chief-Engineer estimate or by of the competent authority; real cost of the work to be performed under the contract by more than the amount of security deposit mentioned in clause 3.5 of N.I.T here of, the competent authority can require that the amount of the performance security set forth in clause 3.5 of N.I.T. here of, be increased at the expense of the successful tenderer to a level sufficient to protect the NRDA against financial loss in the event of subsequent default of the successful tenderer under the contract.

In case, where the aggregate of expected contracted payments would at any time exceed the Chief-Engineer estimate of actual work performed by more then the amount of security deposit specified in clause 3.5 of N.I.T. such security shall be increased accordingly at the expense of the successful tenderer up to a limit/level mentioned above.

2.4 **Lead and lift of water:** No lead and lift for carting of water will be paid.

2.5 **Lead and lift of materials:** No lead and lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and or lift are provided in the Schedule of rates mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tender.

2.6 **Addition, Alteration and Non-Schedule items of works:-** During the execution of the work there is likelihood of addition/alteration in the items of work and also of such items of work, which do not find place in the Schedule of rates, referred to above in respect of Item-rate contracts , for which contractor has not quoted his rates.

2.7 **Contractor will have to carry out these items of work-**

Signature of Contractor.....

Signature of NRDA.....

- (i) For item rate tender - as provided in clause 13 of the conditions of contract. However (i) is subject to further condition as below:-

(a) Variation in the quantities of any item or items as provided in the **ANNEXURE "E"** (Schedule of Quantity/bill of quantities) shall be limited to $(\pm)25\%$ (twenty five percent) of that item(s).

And

(b) Increase in total value of work is limited up to $(+)$ 10% (ten percent) of the tendered amount.

Any variation beyond the permissible limits [as per (a) & (b) of this clause] shall require prior written approval of the CHIEF EXECUTIVE OFFICER, NRDA.

3 Submission of Tender:-

3.1 **Earnest money:** No tender will be considered for opening without the deposit of the specified earnest money in the envelope -1 which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority.

3.2 **Forms of earnest money:-**

3.2.1 The amount of earnest money shall be accepted only in the shape of Bank drafts or in other instrument as mentioned in the LEGEND and drawn in favor of the CHIEF EXECUTIVE OFFICER, NAYA RAIPUR DEVELOPMENT AUTHORITY, RAIPUR valid for a period of work done and further subject to appropriate verification by the CEO NRDA RAIPUR.

3.2.2 The intending tenderers from other state may remit E.M. in the form of the bank draft of any schedule bank payable at par at the head quarter of the CEO.

3.3 **Earnest Money in separate covers:** The earnest money in one of the prescribed forms should be produced as per the prescribed format in clause 1.1.1&/ sub-clause 1.9.1 to sub-clause 1.9.7. Further if sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender is liable to be rejected. The financial bid must be kept in a separate envelope, in the format specified. If the EMD & financial bid are placed in the same envelope, the tender shall be rejected and returned to the tenderer.

3.4 **Adjustment of the earnest money:-** Earnest money, which has been deposited for a particular work, will not be adjusted towards the earnest money for another work but

can be adjusted (if available) for the same work if tender is recalled and if requested in writing by the tenderer.

3.4.1 Refund of earnest money:

- (i) If it is decided on the same day to reject all the tenders, the earnest money of all tenderers shall be refunded immediately after taking decision by the competent authority.
- (ii) The earnest money of tenderers whose tenders are rejected shall be refunded.

3.5 Security Deposit: (a) The Security Deposit shall be recovered from the Running Bills and final bill @ 5% (five) Percent of the value of each running bill as per clause – I of the agreement read with Para 3.5 of the N.I.T.

(b) For unbalanced tender rate Additional Security Deposit shall be deposited as per respective clause of “Special Condition of NIT in percentage rate/item rate tenders.

3.6 Implication of submission of tender: Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples site etc. whether he inspects them or not.

3.7 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect, laid down in MORTH / I.R.C. Specification has thoroughly inspected the quarries with their approaches, site of work, etc., and satisfied himself regarding the suitability and availability of site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

3.8 Income Tax Certificate-DELETED

3.9 List of works In Progress: Tenderer must furnish a list of contracts already held by him at the time of submitting the tender, in the Department and elsewhere showing therein-

- (1) The amount of each contract and total period of completion with information of original stipulated date of completion and actual date of completion.
- (2) Balance of works remaining to be done, and the remaining time allowed as

Signature of Contractor.....

Signature of NRDA.....

per contract.

- (3) The amount of solvency certificate produced by him at the time of enrolment in the department.
- (4) Details of works where he withdraw his offer or did not-execute the agreement or where his contracts were rescinded in any department/organization (by whatever name these are called) of the Govt. of Chhattisgarh.
- (5) Tender submitted and wherever his offer is the lowest with details of work, contract sum& period mentioned for completion there in.
- (6) Other required documents.

3.10 **Relationship:** The contractor shall not be permitted to tender for works in NRDA if his near relative is posted in NRDA in any capacity. He shall intimate the name of his near relative working in the NRDA, he shall also intimate the name of persons who are working with him in any capacity or subsequently employed by NRDA. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the department.

Note: By the term near relative is meant wife, husband, parents and son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.

3.11 Signature of the tenderer for the works shall be witnessed by another person and signature affixed with his name designation and address in the space provided in the Tender document. Failure to observe this condition can render the tender of the contractor liable to rejection.

4 OPENING AND ACCEPTANCE OF TENDER:

4.1 **Place and time of opening:** The tenders shall be opened as suitable on the day subsequent to the dead line prescribed for receipt for tenders as per Para 1.1 above by the Chief Executive Officer, NRDA in the presence of the tenderer or their duly authorized agents who may choose to attend. The officer authorized to open the tender may depute another officer to open the tender under unavoidable circumstances. If that day happens to be a holiday, then it shall be opened on the immediate next working day at the same time and place.

4.2 **Powers of Officer, receiving tenders:** The officer who opens the tender and for which he is not competent to accept, shall forward the tender to the competent authority

Signature of Contractor.....

Signature of NRDA.....

through proper administrative channel; with his definite recommendation and enclosing therein all the tenders so received along with a complete set of approved NIT.

4.3 Conditional tender are liable to be rejected.

4.4 **Canvassing:** - Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishtha Bhrasta Acharan Nivaran vidheyak, 1982.

4.5 **Unsealed tenders:** The tenders can be rejected if not properly sealed by wax or by sticking tape, in the case of manual tenders.

4.6 The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distinct part thereof or by distributing the work between one or more tenderers, or reject the tender as a whole without assigning any reason. Such decision shall not be open to challenge in any forum or court of law.

4.7 **Validity of offer:-** Tender shall remain open up to 120 (one hundred twenty) days from the specified deadlines of receipt of tender(s) and in the event of the tenderer withdrawing his offer before the aforesaid date, for any reason whatsoever, earnest money deposited by him shall be forfeited.

4.7.1 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.8.1.1. of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work. In case of recall of tenders, in addition to forfeiture of his/her earnest money as per provisions of condition nos. 4.7 & 1.1. of the N.I.T. as may be applicable for the work, If the tenderer has committed a similar default on earlier occasion (s) as well then his/her registration in the department may be suspended temporarily for a period of 2 (Two) years, from such date as may be ordered by the authority who had registered him/her. He will be debarred to tender for any work in NRDA for a period of 2 (two) years.

5 SPECIFICATIONS:-

5.1 **Brief Specifications:-** A brief note on scope of work, schedules and list of deliverables of all the major items of the work is enclosed in **ANNEXURE-D.**

Signature of Contractor.....

Signature of NRDA.....

5.2 **Material of construction:-** The materials of construction to be used in the work shall be governed by the MORTH /IRC specifications for Rural roads /other IRC publications and their manual/ latest CPWD specifications/ISI codes for buildings and the relevant Indian standard specification with amendments and revisions issued up to the date of tender notice. Where ever any material has I.S.I. mark such material alone has to be used.

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

5.4 **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 urban roads, its manual / specification in force' and or special specification or the relevant specifications published by the Indian Road congress.

5.5 **Contradictions or amendments:** In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of Chief engineer shall be final.

6 **Supply of Materials: NIL.**

7 **MISCELLANEOUS CONDITIONS-**

1. The tenderer or supplier should have a place of business in the State of Chhattisgarh from where the goods would be supplied to various destinations in the state and also hold a registration certificate as per rules.

2. The tenderer or supplier shall also submit the clearance certificate as provided under section 36 of Chhattisgarh Vanijya Kar Adhiniyam.

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. However such subletting in no case be more than 25% of contract value. But if required can be increased up to 50 (fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be

- 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, including Service Tax, 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 any “New Tax” (not increase or decrease in existing tax, duties, surcharge, except royalty on minor mineral) is levied on the contract either by Central Govt. or State Govt, then the CHIEF EXECUTIVE OFFICER,NRDA shall reimburse the “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 CEO shall not also issue any certificate in respect of such materials extracted.
- 7.4 **Rules of Labour Camps:-** The contractor will be bound to follow the Chhattisgarh Model Rules relating to layout, water supply and sanitation on labour camps (vide **ANNEXURE-A**) and the provision of the National Building Code of India work in regard to constructions and safety.
- 7.5 **Fair Wages:-** The contractor shall pay not less than fair wages to labourers engaged by him during the contract period of the works (rules enclosed vide **ANNEXURE-B**).
- 7.6 **Work in the Vicinity:-** The CEO reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7 Best quality of construction materials. Materials of the best quality will be used as approved by the Executive-Engineer. Where ever any material bears I.S.I. stamp (mark), this shall have first preference on other available accepted material(s)
- 7.8 **Removal of undesired persons:** The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer is/are unsuitable or undesirable.
- 7.9 **Amount due from contractor:** Any amount due to the Government of Chhattisgarh from the contractor on any account concerning work may be recovered from him as arrears of land revenue.
- 7.10 **Tools and Plants: -** The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued

at the sole discretion of the Executive Engineer and at the approved rate to the contractor as a special case.

- 7.11 **Right to Increase or decrease work:** The CEO, NRDA reserves the right to increase or decrease in the scope of work any item of the work during the currency of the contract and contractor will be bound to comply with the order. The actual time period of the job shall be mentioned in the job order. *The work shall start within 7 days of issue of the job order.*
- 7.12 **Time Schedule:** The work shall be done by the contractor according to time schedule approved by the Chief engineer.
- 7.13 **Time of Contract:-** Time allowed for carrying out the work as entered in the NIT shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work after taking in to account the preparatory period, as mentioned in the acceptance letter issued by NRDA.
- 7.14 **Payment by Cheque:** The payment will be made by cheques only. No bank commission charges on realising such payments will be borne by the Department.
- 7.15 **Transport of materials:** The contractor shall make his own arrangements for transport of all materials. The Executive Engineer is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion, if the recommendation proves to be in-effective, the contractor shall have no claim for any compensation on that account.
- 7.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Executive Engineer well in advance of commencement of work and approval of the Executive Engineer obtained prior to its adoption and use.

The contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Executive Engineer before commencement of work, if so desired by the Chief Engineer.

All equipment provided shall be of proven efficiency and shall be operated and maintained at all time in a manner acceptable to the Executive-Engineer.

No equipment or personnel will be removed from site without permission of the Executive-Engineer.

Signature of Contractor.....

Signature of NRDA.....

- 7.17 **Work Programme and methodology:** The contractor should follow the tentative work schedule as mentioned in ANNEXURE-D. Based on the tentative schedule contractor shall furnish his programme within the stipulated time and obtain the approval of the CEO, NRDA prior to actual commencement of work. For works costing more than 10 crores the contractor shall furnish his programme of construction for execution of the work within the stipulated time including the time and quantity schedule of material, transport, equipment, labour etc. The contractor shall also submit a statement of "Cash Flow" (as per the format enclosed) together with methodology construction of each item of work and obtain the approval of the Executive Engineer prior to actual commencement of work.
- 7.18 **Revised programme of work in case of slippage:** In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the CEO, NRDA to the revised programme. Such progress report shall be submitted monthly (by 5th of each month) in the prescribed format in the tender documents.
- 7.19 The contractor shall have to provide a ruled duplicate register at site named "**Site order book**". It shall be in the custody of departmental supervisory staff. The Engineer-in Charge or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.
- 7.20 If any item of work is found to be substandard but the Executive Engineer is of the opinion that the same is adequate and can be accepted at the reduce rate, then in such cases, the Executive Engineer shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O. letter to the Chief engineer and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Chief Engineer shall have to be appended in the bills of the contractor.

8 SPECIAL 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,) will execute the agreement in the prescribed form,

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Signature of NRDA.....

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 NRDA and tender being cancelled.

8.1.2 Technical Staff during the execution of work-

- (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 Executive Engineer 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 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 8.1.2 (a), (b) and (f).
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

Note: - Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's works force and also receive instruction form the Departmental Engineers/Sub engineers.

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Signature of NRDA.....

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 CEO shall recover/deduct from his bills, a sum of Rs. 2500/per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken under clause 3.

8.2 Conditions applicable for contract:-

All the conditions of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form:-

Following documents annexed with this N.I.T shall form an integral part of the contract document-

- Annexure- "A":** Model Rules relating to labour water supply etc.
- Annexure-"B":** Contractor's labour regulations.
- Annexure-"C":** Drawings
- Annexure-"D":** Scope of Work
- Annexure-"E":** Schedule of items and technical specifications for the items to be executed (Price Tender)
- Annexure -"F":** Form of Bank guarantee in lieu of performance security deposit.
- Annexure-"G":** Special Conditions.

ANNEXURE - "A"

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

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

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

provided with cover. The contents shall be removed every day and disposed off by trenching.

9. Medical facilities

- A. Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary. If there are women in the camp, a whole time nurse Shall be employed.
- B. Every camp where less than 1000 but more than 250 persons reside shall be provided with Dispensary and a part time Nurse/Midwife.
- C. If there are less than 250 persons in any camp a First Aid Kit shall be maintained in-charge of whole time persons, trained in First Aid.

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

Sanitary Staff - For each labour camp, there shall be qualified Sanitary Inspector and Sweeper should be provided in the following scales:

- i. For camps with strength over 200 but not exceeding 500 persons. One sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- ii. For camps with strength over 500 persons one sweeper for every 100
 - a. Persons above 1 st 500 for which 6 sweepers should be provided.

ANNEXURE - "B"

CONTRACTOR'S LABOUR REGULATIONS

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

Explanation :

- A. "Fair Wages" means wages whether for time or piece works as notified during the period of execution of the works and where such wages have not been so notified the wages prescribed by the P.W.D. department for the division in which the work is done.
- B. The contractor shall not with standing the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.
- C. In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Labour Act, in force.
- D. The CEO shall have the right it deduct from the money due to the contractor any sum required or estimated to be required for making good the less suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment of wages or of deductions mode from his or their wages which are not justified by their terms of contract on non observance of regulations.
- E. The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudices to his right to claim indemnity from his sub-contract.
- F. The regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.
- G. The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act, 1970 and rules made there under by component authority from time to time before commencement of work, and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the recalled non-execution of the work assigned to the contractor.

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE – “C”**List of Drawings:**

A tentative list of drawings given below is attached.

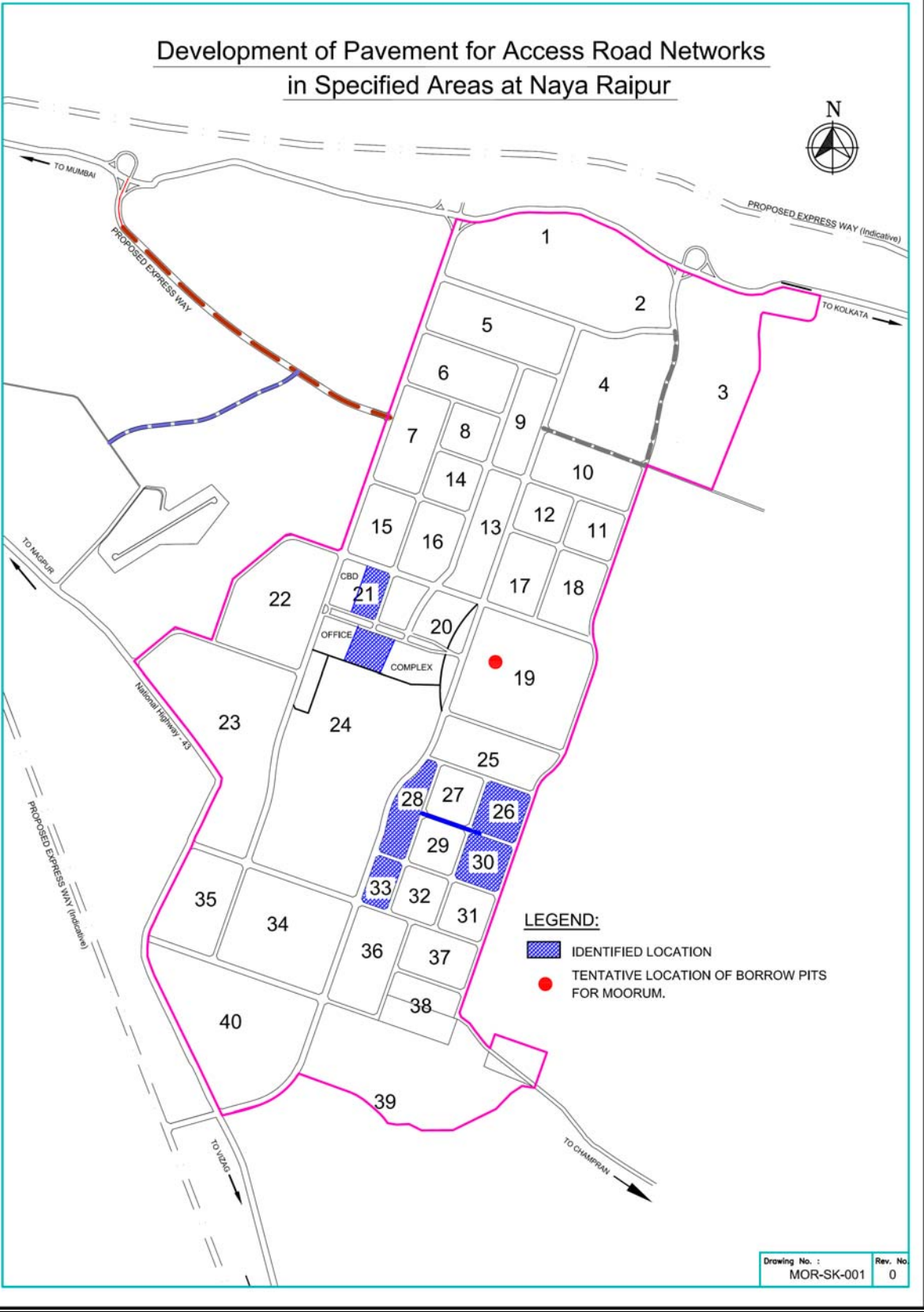
S.NO.	DRAWING NO.	DESCRIPTION
1	MOR-SK-001	ROAD INDEX MAP
2	MOR-SK-002	ROAD LAYOUT PLAN FOR SECTOR-30
3	MOR-SK-003	TYPICAL CROSS SECTION FOR 7.5m PAVED AREA OF 24m
4	MOR-SK-004	TYPICAL CROSS SECTION FOR 7.5m PAVED AREA OF 12m

NOTE:- Other drawings shall be issued during the course of contract , sufficiently in advance for execution of the work.

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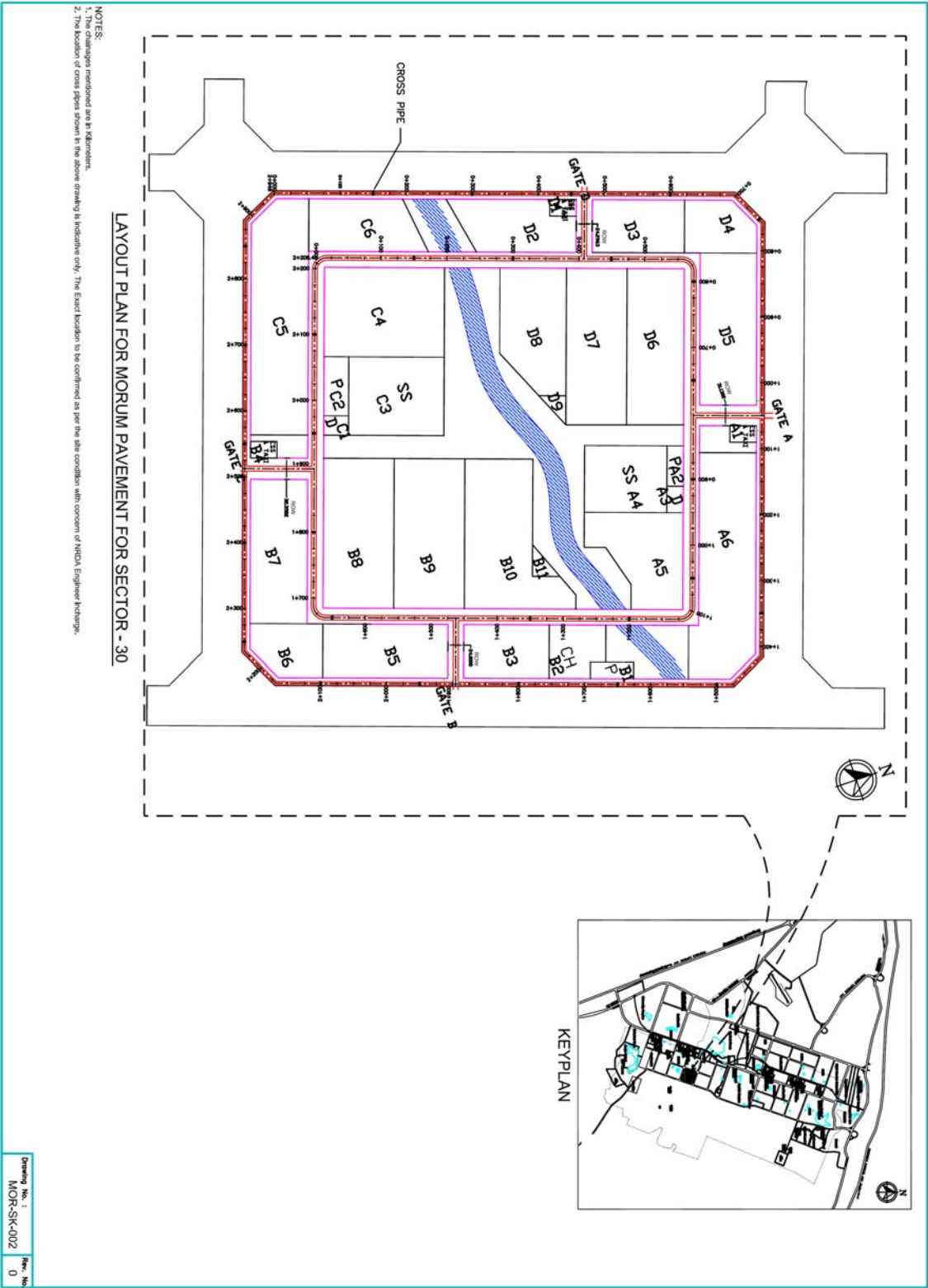
ROAD INDEX MAP



Signature of Contractor.....

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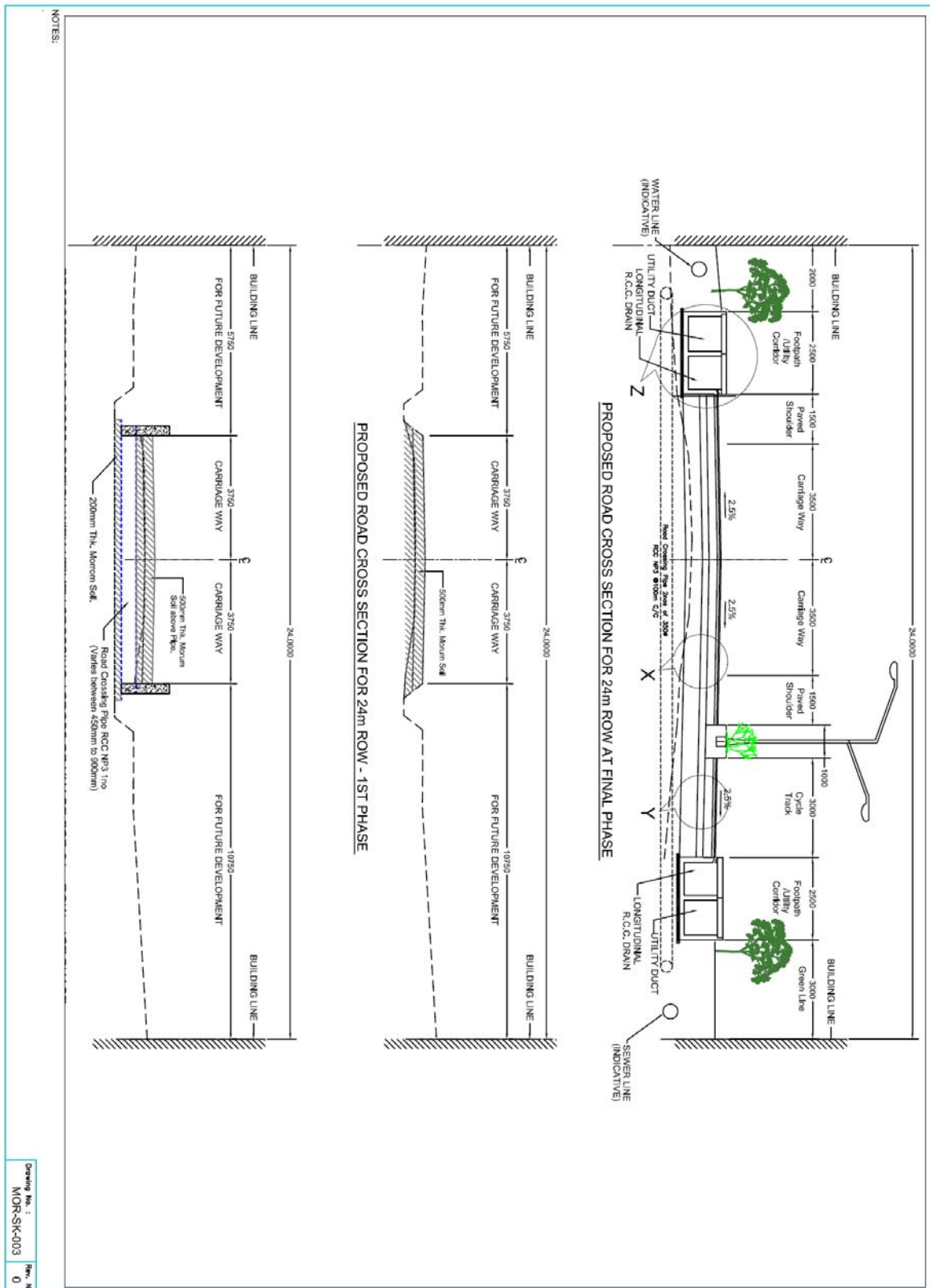
ROAD LAYOUT PLAN FOR SECTOR-30



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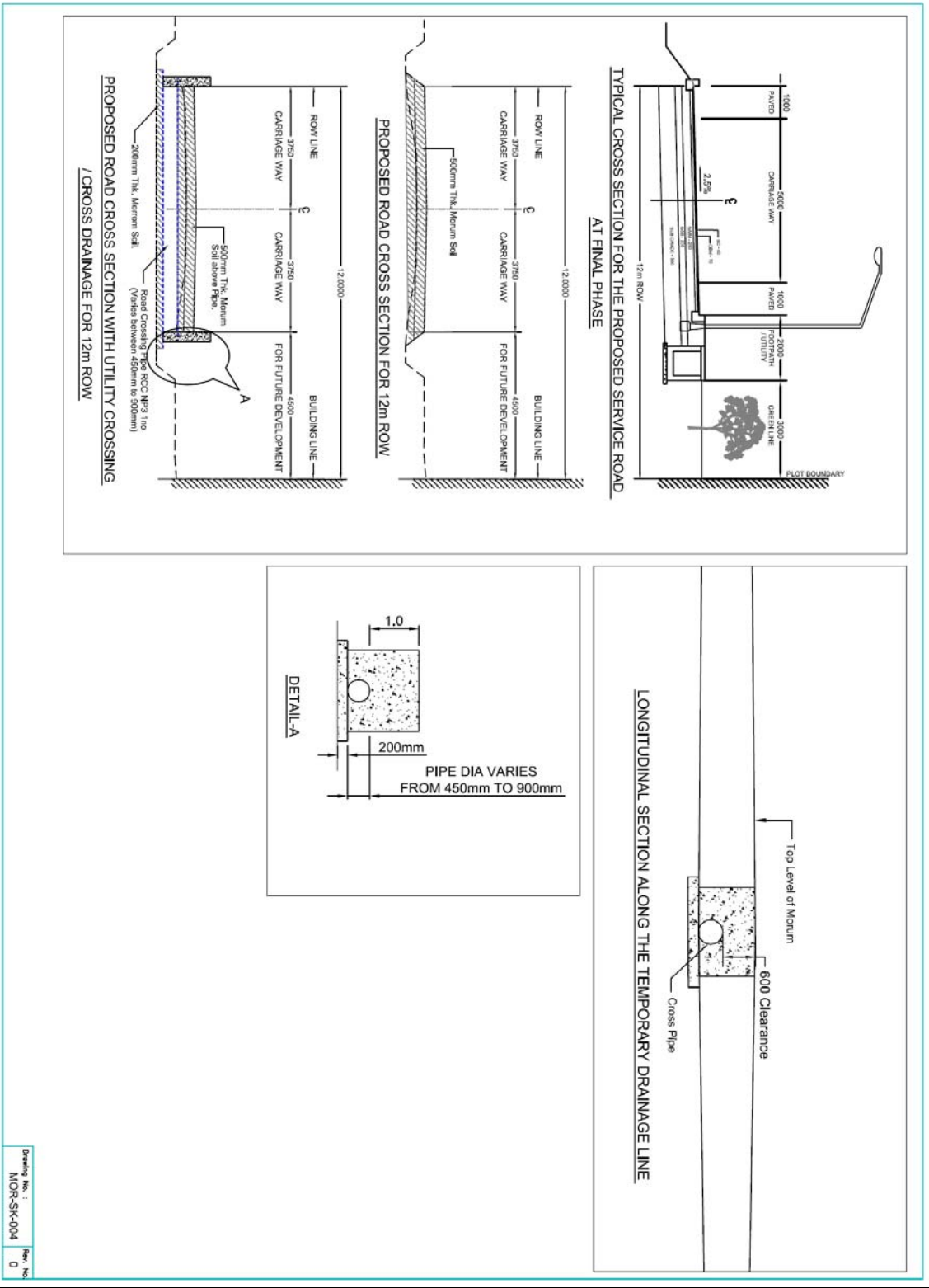
TYPICAL CROSS SECTION FOR 7.5m PAVED AREA OF 24m



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Signature of NRDA.....

TYPICAL CROSS SECTION FOR 7.5m PAVED AREA OF 12m



ANNEXURE - "D"

NOTE: - The work is to be executed in Sector-21, 24, 26, 28, 30&33 as detailed in road index map attached in Annexure-C. However the work could be got executed, anywhere else within the limits of Naya Raipur also.

Scope of pavement for access road networks

The Works shall, inter alia, include the following, as specified or as directed.

- a) Site clearance, removal of tree stumps and dismantling of obstructions, encroachments etc.
- b) Topographic survey and demarcation of alignment.
- c) True and proper setting-out and layout of the Works, setting of bench marks, preparation of working drawings and provisions of all necessary labour, instruments, and appliances in connection therewith;
- d) Carry out special tests as directed in the technical specification.
- e) Construction of new road inclusive of all Earthwork, Subgrade;
- f) Laying of utility ducts across roads
- g) Development of road side longitudinal surface drains.
- h) Provision of suitably designed protective works;
- i) Any other item of work as may be required to be carried out for completing the road works in all respects in accordance with the provisions of the Contract.
- j) During the period of the Contract, the Right of Way and all existing roads shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be used as necessary to protect the Works and maintain them as directed by the Engineer.
- k) Analysis, interpretation and reporting of the results thereof in accordance with the provisions of IRC: 37-2001 (Indian Roads Congress: Guidelines for design of flexible pavements), IRC: 75-1979 (Guidelines for the Design of High Embankments) and IRC Special Publication 19 (Manual for Survey, Investigation and preparation of Roads Projects);
- l) All aspects of Quality Assurance of various components of the Work.
- m) Clearing of site and handing over of the Works;
- n) Rectification of the defects in the completed works during the Defects Liability Period;
- o) Submission of As Built Drawings and other related documents

Technical Specification for the above mentioned scope of work			
Sr. No.	Item	Technical Specification	Quality Control Test During Construction
1	Site clearance	This work shall consist of cutting, removing and disposing of all materials such as trees, bushes, shrubs, stumps, roots, grass, weeds, top organic soil not exceeding 150 mm in thickness, rubbish etc., which in the opinion of the Engineer are unsuitable for incorporation in the works, from the area of road land containing and embankment, drains, cross-drainage structures and such other areas as may be specified on the drawings or by the Engineer. It shall include necessary excavation, back-filling of pits resulting from uprooting of trees and stumps to required compaction, handling, salvaging, and disposal of cleared materials. Clearing and grubbing shall be performed in advance of earthwork operations and in accordance with the requirements of relevant Clause of Section 200 of Specifications for Road and Bridge Works -Fourth Revision-2001, Published by IRC .	
2	Earthwork	<p>The work shall consist of excavation, removal and satisfactory disposal of all materials necessary for the construction of roadway, in accordance with requirements of these Specifications and the lines, grades and cross-sections shown in the drawings or as indicated by the Engineer. It shall include the hauling and stacking of or hauling to sites of embankment and sub grade construction if the excavated materials satisfy the requirements. The following types of material shall be considered unsuitable for embankment:</p> <p>(a) Materials from swamps, marshes and bogs; (b) Peat, log, stump and perishable material; any soil that classifies as OL, OI, OH or Pt in accordance with IS : 1498; (c) Materials in a frozen condition; (d) Clay having liquid limit exceeding 70 and plasticity index exceeding 45; and (e) Material with salts resulting in leaching in the embankment.</p>	<p>(a) Sand Content [IS: 2720 (Part 4)]: 1:2 tests per 3000 cubic meters of soil. (b) Plasticity Test [IS: 2726 (Part 5)]: Each type to be tested, 2 tests per 3000 cubic meters of soil. (c) Density Test [IS: 2720 (Part 8)]: Each soil type to be tested, 2 tests per 3000 cubic meters of soil. (d) Moisture Content Test [IS : 2720 (Part, 2)]: One test for every 250 cubic meters of soil. (e) Determination of Field Density shall be in accordance with IS: 2720 (Part 28). Field Density Should be measured on each layer by taking at least one measurement of density for each 1000 square meters of compacted area. (e) CBR Test on materials to be incorporated in the subgrade on soaked/unsoaked samples [IS : 2720 (Part 16): One CBR test for every 3000 cu. m. at least or closer as and when required by the Engineer.</p>

Signature of Contractor.....

Signature of NRDA.....

Technical Specification for the above mentioned scope of work			
Sr. No.	Item	Technical Specification	Quality Control Test During Construction
3	Compacting ground supporting embankment/subgrade	<p>Where necessary, the original ground shall be leveled to facilitate placement of first layer of embankment, scarified, mixed with water and then compacted by rolling so as to achieve minimum dry density as given in Table 300-2. of Specifications for Road and Bridge Works - Fourth Revision-2001, Published by IRC.</p> <p>In case where the difference between the subgrade level (top of the subgrade on which pavement rests) and ground level is less than 0.5 m and the ground does not have 97 percent relative compaction with respect to the dry density as given in Table 300-2*, the ground shall be loosened upto a level 0.5 m below the subgrade level, watered and compacted in layers in accordance with Clauses 305.3.5* and 305.6* to not less than 97 per cent of dry density as given in Table 300-2*.</p> <p>Where so directed by the Engineer, any unsuitable material occurring in the embankment foundation shall be removed and replaced by approved materials laid in layers to the required degree of compaction.</p> <p>Embankment or subgrade work shall not proceed until the foundations for embankment/subgrade have been inspected by the Engineer for satisfactory condition and approved.</p> <p>Any foundation treatment specified for embankments especially high embankments, resting on suspect foundations as revealed by borehole logs shall be carried out in a manner and to the depth as desired by the Engineer. Where the ground on which an embankment is to be built has any of the material types (a) to (f) in Clause 305.2.1*, at least 500 mm of such material must be removed and replaced by acceptable fill material before embankment construction commences.</p>	<p>(a) Density Test [IS:2720 (Pot 8): Each soil type to be tested, 2 tests per 3000 cubic metres of soil</p> <p>(b) Moisture Content Test [IS :2720 (Part,2): One test for every 250 cubic metres of soil.</p> <p>(c) Determination of Field Density shall be in accordance with IS: 2720 (Part 28). Field Density Should be measured on each layer by taking at least one measurement of density for each 1000 square metres of compacted area.</p>

Signature of Contractor.....

Signature of NRDA.....

Technical Specification for the above mentioned scope of work			
Sr. No.	Item	Technical Specification	Quality Control Test During Construction
4	Embankment/Sub grade Construction	This Specifications shall apply to the construction of embankments including subgrades, earthen shoulders and miscellaneous backfills with approved moorum material having CBR value >5% obtained from borrow pits or other sources. All embankments, subgrades, earthen shoulders and miscellaneous backfills shall be constructed in accordance with the requirements of the Clause 305 of Specifications for Road and Bridge Works -Fourth Revision-2001, Published by IRC and in conformity with the lines, grades, and cross-sections shown on the drawings or as directed by the Engineer	<p>(a) Sand Content [IS: 2720 (Part 4)1:2 tests per 3000 cubic metres of soil.</p> <p>(b) Plasticity Test[IS: 2726 (Part5): Each type to be tested, 2 tests per 3000 cubic, metres of soil.</p> <p>(c) Density Test [IS:2720 (Part 8): Each soil type to be tested, 2 tests per 3000 cubic metres of soil</p> <p>(d) Moisture Content Test [IS :2720 (Part,2): One test for every 250 cubic metres of soil.</p> <p>(e) Determination of Field Density shall be in accordance with IS: 2720 (Part 28). Field Density Should be measured on each layer by taking at least one measurement of density for each 1000 square metres of compacted area.</p> <p>(e) CBR Test on materials to be incorporated in the subgrade on soaked/unsoaked samples [IS : 2720 (Part 16): One CBR test for every 3000 cu. m. atleast or closer as and when required by the Engineer.</p>
5	Surface Drains	Surface Drains in Soil (Construction of unlined surface drains of average cross sectional area 0.40 sqm in soil to specified lines, grades, levels and dimensions to the requirement of clause 301 and 309. Excavated material to be used in embankment within a lead of 50 meters (average lead 25 meters)) as per direction of engineer in charge.	

Signature of Contractor.....

Signature of NRDA.....

Technical Specification for the above mentioned scope of work			
Sr. No.	Item	Technical Specification	Quality Control Test During Construction
6	Utility crossings/Cross drainage	<p>Scope:- This work shall consist of furnishing and installing reinforced cement concrete pipes, of the type NP3, diameter and length required at the locations shown on the drawings or as ordered by the Engineer.</p> <p>Materials:- All materials used in the construction of pipe culverts shall conform to the requirements of Section 1000. Each consignment of cement concrete pipes shall be inspected, tested, if necessary, and approved by the Engineer either at the place of manufacture or at the site before their incorporation in the works.</p> <p>Excavation for Pipe:- The foundation bed for pipe culverts shall be excavated true to the lines and grades shown on the drawings or as directed by the Engineer and Clause 2903 of Specifications for Road and Bridge Works -Fourth Revision-2001, Published by IRC. PCC 1:3:6 in Foundation (Plain cement concrete 1:3:6 mix with crushed stone aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days.)</p> <p>Bedding for Pipe:- The bedding surface shall provide a firm foundation of uniform density throughout the length of the culvert, shall conform to the specified levels and grade, and shall be First Class Bedding as specified in Clause 2904 of Specifications for Road and Bridge Works - Fourth Revision-2001, Published by IRC.</p> <p>Laying of Pipe:- as specified in Clause 2905 of Specifications for Road and Bridge Works -Fourth Revision-2001, Published by IRC.</p> <p>Jointing:- Clause 2906 of Specifications for Road and Bridge Works - Fourth Revision-2001, Published by IRC.</p> <p>Backfilling:- Clause 2907 of Specifications for Road and Bridge Works - Fourth Revision-2001, Published by IRC.</p>	

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE - "F"

(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 CEO, NRDA (here in after called the NRDA) 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) (hereinafter 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 NRDA an amount not exceeding Rs. against any loss or damage caused to or would be caused to or suffered by the NRDA, 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 NRDA stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA 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, However our liability under this Guarantee, shall be restricted to an amount not exceeding

3. We undertake to pay to the NRDA 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

Signature of Contractor.....

Signature of NRDA.....

performance of said agreement and that it shall continue to be enforce able till all the dues o the NRDA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, NRDA 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 that the NRDA, shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercise able by the NRDA. 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 NRDA or any indulgence by the NRDA to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to suites 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 NRDA in writing :-

Dated the day of for ()(>)
indicate the Name of the Bank

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE - "G"
SPECIAL CONDITIONS
(Reference Clause 8 of NIT)

- (1) If the rate quoted by the lowest (L_1) of the tenderer is considered unbalanced (in relation to the Department's estimate of cost of work to be performed under the contract) by the CEO, NRDA, then tenderer shall submit detail price/rate analysis of major items of the work within 7 days of such notice so as to demonstrate the internal consistency of these price/rate(s) with his quoted price/rate(s). After evaluation by tender sanctioning authority CEO, NRDA may require the tenderer to submit 5 % additional Security for the performance of the agreement in the shape of F.D. receipt in favor of the CEO, NRDA before signing of the agreement, which shall be refunded along with the normal S.D. after Completion of work. If he fails to complete the work or left the work incomplete, this 5% additional SD, shall also be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement.
- (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 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 Chief 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 NRDA for a period of 2 (two) years from the date of such order.
Such orders & action shall be final, binding and conclusive and could not be challenged in the court of law.

Signature of Contractor.....

Signature of NRDA.....

(3) Detailed programme:

- (i) Within 7 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed work programme mentioning start and completion of each item/event involved in the due performance of the contract. For contract of value more than 10 Crores Contractor shall also submit detailed programme month wise for-
 - (a) Materials procurement
 - (b) Their transport arrangement to worksite with details of No. of truck/tippers
 - (c) Detailing of construction plants & equipments
 - (d) Cash flow/revised Cash flow
- (ii) The contractor shall submit in the first week of each month a statement of “**target vis-à-vis actual performance**” of each item/event with slippage, if any; mentioning reasons of slippage and proposal for revised construction programme to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4(four) months can be treated as “fundamental Breach of Contract” and can result in invoking clause 3 of the conditions of contract.

(4) Performance Guarantee:

- (i) The contractor shall also be responsible for performance of utility crossing/cross drainage work(*Items mentioned in Subhead 5.0 of the B.O.Q*) carried out by him for a period of 12 (Twelve) months beyond the completion of work for which performance security has to be furnished by him for a amount of Rs3.0(Three) Lakh amount of contract. For this purpose contractor has to submit to the department a Bank Guarantee of that amount. If contractor fails to submit bank guarantee for the purpose, 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 (Twelve) months after actual completion.

If require, the CEO 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 CEO shall en-cash the B.G. before the expiry of the validity period.

Signature of Contractor.....

Signature of NRDA.....

- (ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Executive Engineer to him.
- (iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue".
- (iv) The performance guarantee shall be returned after 12 (Twelve) months of completion.

The performance guarantee will be in addition to the normal security to be deducted as per clause 1 of agreement for the execution of contract.

- (5) The tenderer/contractor shall give in advance authority letter(s) in favour of the CEO,NRDA 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 CEO,NRDA shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
- (6) Decision of CEO, NRDA in this regard, will be final and binding.
- (7) In case of conflict between "General condition of contract- and the special condition" the terms of special condition s shall prevail.

DETAILED WORK PROGRAM- Original/1st Revision/ 2nd Revision/..... Revision)

Name of Work : **Development of pavement for access road networks in specified areas at NayaRaipur**

Name of Office : O/o the CEO, NRDA, Raipur, Name of Contractor.....ARG. No.....

Date of Work order.....Due date of competition.....

Extensions Granted/ Applied up to

Sr. No.	Item	Unit	Months												Remarks Approximate amount against items as per programme may be mentioned
			1	2	3	4	5	6	7	8	9	10	Etc		
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															

Approved- CEO,NRDA

**Signature-
(Contractor)**

Signature of Contractor.....

Signature of NRDA.....

MONTHLY TARGET Vs. ACTUAL ACHIEVEMENT

Cumulative Achievement of item of work for the month ending of Dated...../ , 20

.....

Agt. No.Name of Work : Development of pavement for access road
networks in specified areas at NayaRaipur

Length Date of W.O. Date of

Completion Extension applied up to

S. No.	Item	Cumulative Work Programme			Cumulative Achievement Actual	Slippage if any (Period)	Reason for Slippage (use add sheet if needed)	How to restore slippage (as per latest or extended date)	If approved for extension (State up to)	Remark Responsibility for delay and steps taken to mitigate default)
		As per Original	1 st Revision	Last No. Revision						
1	2	3 (a)	3(b)	3 (c)	4	5	6	7	8	9

Comments of CEO,NRDA if any

Contractor

Signature of Contractor.....

Signature of NRDA.....

Cash Flow for performing the contract (applicable for works costing more than 10 Crores)

Name of Office : O/o the CEO, NRDA, Raipur, Name of

Contractor.....ARG.No.....

Period of Contract..... Value of Contract i/c

Tendered %

(A)	Investment	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	7 th Month	8 th Month	9 th Month	Etc.	Remark
(i)	Initial (EM) PG insurance (Establish Site office)											
(ii)	Advance for Procurement of material (if any)											
(iii)	Advance for Procurement of labour (if any)											
(iv)	Purchase of New Equipment (if any)											
(v)	Other overheads staff including head office											
(vi)	Other if any (furnish details)											
	(X) Total investment											
(B)	Receipt											
(i)	Gross Bill Amount											
	Deductions											
A	S.D.											
B	Advance											
C	TDS											
D	Other Recoveries is any											
	(y) Total Receipt											
	Net Cash Flow (x-y)											

Note :-

(1) This should co-relate to work Programme/Progress of work during the month

(2) Running bill will be expected to be paid within 15 days of the receipt and checking of measurement, quality and quality of items of work executed by the contractor

(3) Investment less net receipt for 1st 15 days and then during each month

(4) (Final bills is expected to be paid Within 2 months of satisfactory completion work

(5) Total Investment less Total Receipt (-) be shown in bracket.

Signature of Contractor.....

Signature of NRDA.....

NAYA RAIPUR DEVELOPMENT AUTHORITY, RAIPUR (CHHATTISGARH)

CONTRACT FOR WORKS (ITEM RATE TENDER)

Issued to Shri/M/s :

Class of Contractor :

Registration No. & Date :

Name of Work : **Development of pavement for access road networks in specified areas at NayaRaipur**

Amount of Contract : Rs. 233.00 Lakhs

Amount of E.M. : Rs. 2.33 Lakhs

Cost of Tender Form : Rs. 7,500/-

Vide M.R. No. & Date

Time allowed for Completion : **8 (Eight) Months including rainy season**

Date of opening Tender : 09/05/2011 O/o the CEO, NRDA Raipur.

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 under take each item of work. Tenderers who propose any alteration in the work specified in the said form of invitation to tender or in the time

Signature of Contractor.....

Signature of NRDA.....

allowed for carrying out the work or which contain any other conditions of any sort will be liable for 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 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.
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 NRDA 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 NRDA and their issue rates (if any) 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 WORKS

I/We hereby tender for the execution to the NRDA 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 far applicable.

(.....)
*Signature of the contractor
before submission of tender*

Signature of Contractor.....

Signature of NRDA.....

MEMORANDUM

- (a) Name of work : **Development of pavement for access road networks in specified areas at NayaRaipur**
- (c) Amount put to tender: Rs. 233.00 Lakhs
- (d) Amount of contract: Rs. Lakhs
- (e) Earnest money: Rs. 2.33 Lakhs
- (f) Security deposit (including earnest money):
- (g) Percentage if any to be deducted from bills:
- (h) Time allowed for the work: **08 (Eight) Months including rainy season**

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

Should this tender be accepted I/we hereby agree to abide by and fulfill all terms and provisions of the said conditions of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the CEO, Naya Raipur Development Authority or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly super scribed containing the sum of amount mentioned as earnest money in the Legend, the full value of which is to be absolutely forfeited to CEO, NRDA or his successors in office without prejudice to any other rights or remedies of CEO, NRDA or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum shall be retained by NRDA on account of such security deposit as aforesaid or the full value of which shall be retained by NRDA on account of the security deposit specified in clause 1 of the said conditions of the contract.

(.....)
Signature of witness to Contractor's Signature

(.....)
*Signature of the contractor
before submission of tender*

Dated.....the day of.....2011.

Address of the witness:

Occupation of the witness:

.....

.....

The above tender is hereby accepted by me for and on behalf of the NRDA.

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

Signature of Contractor.....

Signature of NRDA.....

CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Naya Raipur Development Authority (NRDA) and the contractor.
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 and 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 or used for the purpose of carrying out the contract. Locations of sites are tentative, likely to change/modify and will be finalised at the time of issue of work order. **The decision of CEO, NRDA will be final and binding in this regard.**
 - c. The “CEO, NRDA”, means Chief Executive Officer, Naya Raipur Development Authority, Raipur and his successors in Office and who shall sign the contract on behalf of the NRDA.
 - d. The “Engineer-in-Charge” means the Executive Engineer or Officer appointed by CEO, NRDA as the case may be who shall supervise and be in charge of the work.
 - e. “NRDA” shall mean the Naya Raipur Development Authority, Raipur.
 - f. The term “Chief Engineer” means the Chief Engineer, NRDA.
 - g. The term “Superintending Engineer” means the Superintending Engineer of the NRDA.
 - h. The term “Executive Engineer”/“Engineer-in-Charge” means the Executive Engineer NRDA.
 - i. The term “Assistant Engineer” means the Assistant Engineer NRDA.
 - j. The word “Sub Engineer” shall mean Sub-engineer, NRDA.

Note: - “Word” importing the singular number includes plural number and vice-versa.

Signature of Contractor.....

Signature of NRDA.....

Clause 1 - SECURITY DEPOSIT: The person whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit NRDA 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 (Five) percent from the payment made in the running bills, till the together amount to 5 (Five) percent of the cost of work put to tender or 5 (Five) percent of the cost of the works 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 strictly 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.

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 $\frac{1}{8}^{\text{th}}$ of the whole work before $\frac{1}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed, $\frac{3}{8}^{\text{th}}$ of the work before $\frac{1}{2}$ of such time has elapsed and $\frac{3}{4}^{\text{th}}$ of the work before $\frac{3}{4}^{\text{th}}$ of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the CEO, NRDA 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 this 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 $\frac{1}{2}$ (half) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue".

Signature of Contractor.....

Signature of NRDA.....

The decision of the Chief Engineer, NRDA 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 Chief Engineer, NRDA 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 NRDA.

Clause 3 - Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Chief Engineer, NRDA: -

- (i) The CEO, NRDA 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 CEO, NRDA 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 CEO, NRDA in the said notice.
 - c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] or 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 staff do not function properly for 4 weeks even after due written notice by the CEO, NRDA.
 - f) If he violates labour laws.

Signature of Contractor.....

Signature of NRDA.....

- g) "If the Contractor fails to set up field laboratory with appropriate equipments, within 30 day from the reckoned date" (*for each contract valued more than Rupees 3 crores).
- h) Any other deficiency with 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.
- (v) In addition to the provision contained in clause 2 above the CEO, NRDA 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."

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, conferred upon the Executive Engineer by clause- 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding 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 CEO, NRDA 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

Signature of Contractor.....

Signature of NRDA.....

execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case 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 by notice in writing to the contractor or his clerk of the works foreman or authorized agent require him to remove such tools plant, materials or stores from 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 CEO, NRDA may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the CEO, NRDA as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause 5

5.1 - If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the Chief Engineer positively within 15 (Fitteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to.....).

If in the opinion of Chief Engineer, such reasonable grounds are shown, the Chief 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 Chief Engineer shall refer the case to the CEO,NRDA with his recommendation and only after his decision in this regard, the Chief Engineer shall sanction extension of such time as decided by the CEO,NRDA.

Once the Chief Engineer/ CEO,NRDA 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 Chief Engineer and CEO,NRDA shall

Signature of Contractor.....

Signature of NRDA.....

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 (under clause 2 of the contract) 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 the contractor 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 Chief Engineer, NRDA.

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 Chief Engineer/ CEO,NRDA has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Chief Engineer/ CEO,NRDA 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.

5.2 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 CEO,NRDA does not give access to a part of the site.
- b) The CEO,NRDA modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- c) The CEO,NRDA orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- d) The CEO,NRDA instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- e) The CEO,NRDA 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.

Signature of Contractor.....

Signature of NRDA.....

- g) The CEO, NRDA unreasonably delays issuing a Certificate of Completion.
- h) Other compensation events mentioned- in contract if any.

5.3 Incentive bonus: - NOT APPLICABLE.

FINAL CERTIFICATE:

Clause 6 - On completion of the work the contractor shall be furnished with a certificate by the CEO, NRDA as per completion-report of Executive Engineer (hereinafter called the Engineer-in-charge) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution there of nor until the work; shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

PAYMENT OF INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES :

Clause 7 - No payments shall ordinarily be made for work estimated to cost less than Rs. 100000/- (Rs. One Lakh only) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Engineer-in- charge. But in the case of works estimated to cost more than Rs. One Lakh, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the

Signature of Contractor.....

Signature of NRDA.....

Engineer - in -charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance 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 admission of the due performance of the contract 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 vary 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's 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 item of work along with true copies of record and result of all test 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 his authorised Engineer/Representative concern (if any) for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. The CEO, NRDA shall pay running bills by 25th day of the month subject to availability of the funds.

If the contractor fails to submit, the bill on 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

Signature of Contractor.....

Signature of NRDA.....

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 of PWD account, 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:

Clause 10 - Receipts for payments made on account of a work when 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)

The provision for advances in clause 11 A(i) and (ii) will apply to contract above Rs. Ten 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 the contractor shall furnish Bank Guarantee from scheduled bank for the equal amount in favor of Chief Executive Officer, NRDA 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

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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 is submitted by the contractor and is dully approved by the Chief Executive Officer,NRDA.

Chief Executive Officer, NRDA 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 and 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 Chief Executive Officer,NRDA. 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 intrest 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 of plants and machineries in favour of the Chief Executive Officer,NRDA.

Chief Executive Officer, NRDA shall sanction the mobilization advance.

- a) The contractor shall not remove these plants and machineries from the work site without prior written permission from the Chief Executive Officer, NRDA.
- 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.
- c) The contractor shall indemnify the Govt of Chhattisgarh regarding any Claim(s) or damage(s) or compensation; on any account whatsoever. Payment of all such Claims, damages, compensation, etc. shall be the sole liability of the contractor.

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d) Chief Engineer shall sanction plant and Machinery advance(s).

- (iii) **Recovery of advance:** - The recovery of above advances (mobilization, plants and machineries) shall be recovered in equal monthly installments on pro-rata basis (after 15% (fifteen percent) of contract work is executed) from each of the further running bills. However, all these advances shall be fully recovered 80% (eighty percent) contract sum is complete or when 75% (seventy five percent) of stipulated or validly extended period is over; whichever event is earlier.

Clause 11 - (B) Secured advance - Advances to contractor are as a rule prohibited, and every endeavor should be made to maintain a system, under which no payments are made except for work actually done. Exceptions are, however permitted in the following cases: -

Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to sites, CEO, NRDA may in such cases sanction advances up to an amount not exceeding 75% of the value of material but 90% in the case of steel (as assessed by the Executive Engineer) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which NRDA secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

Payment of such advances should be made only on the certificate of an officer not below the rank of EE, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used are billed for.

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Before granting the above-secured advance the contractor shall sign the prescribed Indenture Bond in the prescribed form.

CLAUSE 11 C : Escalation- NOT APPLICABLE.

Work to be executed in Accordance with Specification, Drawing, Order, etc.:

Clause 12: The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer – in – charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so requires be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following order of precedence shall prevail: -

- a. *Specifications as per NIT.*
- b. *Specifications as per S.O.R.*
- c. *MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. Publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately.*
- d. *Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S.I. Code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. (Tender-document) the same will get precedence over all the above.*

Clause 12 -A: NOT APPLICABLE.

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Clause 13 - Variations

The Engineer-in-Charge shall have Power–BUT WITHIN THE SCOPE OF TENDERED WORK (Tendered for) to make any alteration in omissions from addition to or substitution or the original specification drawing design, instructions that may appear to him to be necessary or advisable during the the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him signed by the Engineer-In-Charge and such alternations omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work ; subject to the following provisions-

RATES FOR ITEMS OF CONTRACT INVOLVING INCREASES IN QUANTITY DURING EXECUTION AND RATE FOR ITEMS NOT PROVIDING NOT PROVIDING IN CONTRACT :- (REFERENCE ANNEXURE “E”(SCHEDULE OF QUANTITIES/ITEMS)

The rates for such additional, altered or substituted work shall be worked out in accordance with the following provisions-

(A) Rates for items of contract involving increase in the quantity during execution-

(a) In the case of such item (s) for which the actual quantities exceed the quantity quantities shown in **ANNEXURE-E** of the tender document by more than 20%the quantity in excess of 20% will be paid at the essential rate of the items on the date of invitation of tender plus or minus the overall percentage of accepted tender above or below as the case may be the total cost of work as per **ANNEXURE E** at the estimated rates.

(b) Rates for altered and substituted items :-

If the rates for altered or substituted works are not specifically provided in the contract, the rates will be derived from the rates of similar type and class of works as are specified in the contract for the work. Such rates shall be derived and determined by Chief Engineer, NRDA.

(B) Rates of Extra items:-

The rates for such items which cannot be determined as per clause (a) and (b) of “A” above shall be worked out from rates of similar items in the departmental scheduled of rates in force on the date of invitation of tender after adding or subtracting the overall percentage of accepted tender above or below as the case may be to the total cost of work as per

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ANNEXURE-E at the estimated rates such rates shall be determined by the Chief Engineer, NRDA.

- (C) **Rates for such items which cannot be determined in the above manner (A & B)** shall be determined by the Chief Engineer, NRDA on the basis of prevailing markets rates to including prime cost of material and labour charges (inclusive) of hourly use rates of machinery and equipment as determined by the department; plus 15% extra to cover the sundries, overhead charges and profit etc. of the contractor.

Note-1: There shall be no change in the accepted rate of any item, if the quantity of that item is less than the quantity mentioned in the "Bill of Quantity/Schedule of items"(ANNEXURE-E)

Note -2:

- (a) *Superintending Engineer shall have powers to permit execution of and payment of additional quantities to the extent of 10% of the quantities provided in the schedule of individual items as per ANNEXURE-E*

Prior Section in writing of the Chief Engineer, NRDA. shall be necessary for execution and payment for additional quantities more than ten percent but up to 25 % of individual items, in case work for which technical section has been accorded by Chief Engineer, NRDA.

Prior Section in writing of the CEO, NRDA shall be necessary for execution and payment for additional quantities more than 25% but up to 50 % of individual items, in case work for which technical section has been accorded by the Chief Engineer, NRDA.

- (b) *Chief Engineer, NRDA shall have powers to determines the rates for extra item where are required to be determined subject to the condition that total amount of work in respect to such extra items shall not exceed 10% of the amount of tender as sectioned by the competent authority.*
- (c) *Chief Engineer (PW) shall have powers of determining rates of extra items when rates are required to be determine subject to the condition that the total amount of work in respect of such extra items shall exceed 30% of the amount of tender as sectioned by the competent authority.*

Note-3: In no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

Note-4: Due to all above addition, alternation variation, extra items the total value of contract shall be limited up to 20% increase of the amount of administrative of approval. Any increase beyond this 20 % of total value shall require "PRIOR Revised Administrative Approval" from the Chairman, NRDA.

Note-5: Govt. shall have full powers.

Rates for works not in schedule of items (as per ANNEXURE-E):

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. required to be carried out then the Engineer- in - charge shall

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identify such item / items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer-in-charge shall obtain approval/modification of the proposed rate from the Chief Engineer and communicate the same within a period of 4 weeks to the contractor, in case the contractor agrees to the above rates as fixed by the Chief Engineer then they shall form a part of supplementary schedule of the contract agreement .If the contractor does not agree to the rate of the CE then it shall be open for the Engineer - in - charge to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency. If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Cheif Engineer, then he shall be entitled for payment for the work done as may be finally decided by the Chief Engineer. In the event of dispute, the decision of the Chief Engineer shall be final. Such a decision shall be given by the C.E. within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by CE.

Contractor may either determine his contract if variations exceeds 20 (Twenty) % of the Administrative Approval, or may apply for extension.

Extension of time in consequence of variations-

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Engineer-in-Charge shall be conclusive as to such proportion.

NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS:

Clause 14 - If at any time after the execution of the contract documents, the Engineer – in – charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

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If any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirement and of approved quality and / or shall be compensated for the loss, if any that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the CEO whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the CEO, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer – in – charge, the labour could have been employed by the contractor else where for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than the six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15 - If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer – in – charge or his subordinate in charge of the work, that

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any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer – in – charge to intimate this fact in writing to the contractor and then notwithstanding the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so with in a period to be specified by the Engineer – in – charge in the written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten percent, during which the failure so, continues and in the case of any such failure the Engineer – in – charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore. This shall be exclusive of, and will be in addition to any action being taken under other clause of the contract.

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

Clause 16 - All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be

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considered to have the same force as if they had been given to the contractor himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

Clause 17 - The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering tip or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement with out such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

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

Clause 18 - If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent ,the contractor shall make good the same at his own expense or in default, the CEO may cause the same to be made good by other workmen and deduct the expense of which certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realized. Balance 50% of the amount shall be

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refunded after four months of completion of work or final bill paid whichever is earlier

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:

Clause 19 - The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Engineer – in – charge’s Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work . The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing& assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer -in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause 20 - In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 NRDA is obliged to pay compensation to a workman employed by the contractor in execution of the works, CEO, NRDA will recover from the contractor the amount of compensation so paid and without prejudice to the rights of NRDA under section (1) sub-section (2) of the said Act. CEO, NRDA shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by NRDA to the contractor whether under this contract or otherwise. NRDA may not be bound, to contest any claim made against them under section - 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to NRDA full security for all cases for which NRDA might become liable in consequence contesting such claim.

LABOUR:

Clause 21 - The contractor should get himself registered under contract - labour regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer, who will be the CEO, NRDA.

Clause 22 - Labour below the age of 14 years - No labour below the age of 14 years shall be employed on the work.

FAIR WAGE:

Clause 23 - The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation –

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the Works Department SOR for that period
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the

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work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

- (c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The CEO shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out 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 a breach of this contract.

Clause 24 - Subletting of works: - The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of Annexure 2.10 or if contractor becomes insolvent.

The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of Annexure 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employee of NRDA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon

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stand forfeited and be absolutely at the disposal of NRDA and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.

If the contractor gets item / items of work executed on a task rate basis with / without materials, this shall not amount to subletting of the contract.

Note: Such subletting/assignment shall not be made to any other Contractor registered in Class A1 to A5 Category in the Public Works Department of Chhattisgarh/Housing Board or in similar Category in other Deptt., of the State or in other organization or Agency (Class with about similar financial capacity) by whatever name these are called.

24.1 Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.

Sum payable by way of Compensation to be considered as Reasonable Compensation without Reference to Actual Loss:

Clause 25: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of NRDA without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGE IN THE CONSTITUTION OF FIRM:

Clause 26 - In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the CEO for his information, and

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contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.

WORK TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE:

Clause 27 - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer/SE/CE, NRDA for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

ARBITRATION CLAUSE:

Clause 28 - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the NRDA or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the NRDA be in any way liable in respect of any claim by the contractor

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unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the Coordination Committee for adjudication along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge. The "Co-ordination Committee" shall consist of-

- (1) Chief Executive Officer of NRDA- Chairman
- (2) Chief Engineer of NRDA- Member
- (3) GM/Manager (Finance) of NRDA-Member

The Co-ordination committee will give its decision within 30 (Thirty) days or such mutually agreed period through CE of NRDA.

If any party(es) is/ are aggrieved against the decision of Co-ordination committee not satisfied, He can file the petition for resolving the dispute through arbitration within a period of 30 days of decision thereof shall give a notice, in writing to the Chairman NRDA, for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

(iii) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the NRDA shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chairman, NRDA. It will also be no objection to any such appointment that the Arbitrator so appointed is an NRDA/Govt. employee and that he had to deal with the matters to which the Contract relates in the course of his duties as

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NRDA/Govt. Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chairman, NRDA. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chairman, NRDA as aforesaid should act as arbitrator.

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

Signature of Contractor.....

Signature of NRDA.....

LUMP SUM IN ESTIMATE:

Clause 29 - When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the CEO may at the his discretion pay the lump sum amount entered in the estimates , and the certificate in writing of the Engineer -in charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification:

Clause 30 - In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by CE, NRDA for application to work.

Contractor's Percentage whether Applied to Net or Gross Amounts of Bills:

Clause 31 - The percentage referred to at Para 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

Claim for Quantities Entered in the Tender or Estimate:

Clause 32 - Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate. This is subject to the limitations as provided for in clause 13 and 14 above.

Claim for Compensation for Delay In Starting the Work:

Clause 33 - No compensation shall be allowed for any delay caused, except as provided under clause 5.3, in starting of the work on any other ground or reasons whatsoever.

EMPLOYMENT OF SCARCITY LABOUR:

Signature of Contractor.....

Signature of NRDA.....

Clause 34- If NRDA declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the CEO or by any person to whom the CEO may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which NRDA may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the CEO whose decision shall be final and binding on the contractor

Clause 35 - 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 CEO 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 with in 30 days of submission of final bill, then royalty charges which was keep under deposit head by the CEO 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 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.

TECHNICAL EXAMINATION:

Clause 36 - The NRDA shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the NRDA to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the NRDA account if it is found that the contractor was paid lesser than what was due to

Signature of Contractor.....

Signature of NRDA.....

him under the contract in respect any work executed by him under it, the amount of such under payment shall be duly paid by the NRDA to the contractor. In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and decision of the Chief-Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, no recovery, should be made without orders of the CEO, NRDA whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of Twenty four months form the date of completion of work

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR:

Clause 37 - If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However, if competent authority is satisfied 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 conditions, under which the contract was awarded.

Clause 38 - PENALTY FOR BREACH OF CONTRACT:

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

Signature of Contractor.....

Signature of NRDA.....

NOTICE TO THE CONTRACTOR TO START WORK

Your offer of item rate of contract for the work ofand for a total value of Rs. (in figure)..... (in words) has been accepted by me for and on behalf of the NAYA RAIPUR DEVELOPMENT AUTHORITY, on/...../ 2011. You are hereby ordered to commence the work. The date reckoned shall be/...../20

Signature

**Chief Executive Officer
NAYA RAIPUR DEVELOPMENT AUTHORITY
Raipur (Chhattisgarh)**

The above notice to the contractor (s) to commence work from the reckoned..... day to.....(month).....20.....(year) was issued vide this office memorandum No.....dated the.....20.....

Signature of Contractor

Signature

**Chief Executive Officer
NAYA RAIPUR DEVELOPMENT AUTHORITY
Raipur (Chhattisgarh)**

Signature of Contractor.....

Signature of NRDA.....

COMPLETION CERTIFICATE

In pursuance of clause 7 of the agreement No.....
dated...../...../.....between the contactor Shri/ Ms.....
.....; it is hereby certified that the said
Contractor has duly completed the execution of the work under taken by him there under on
this.....day of.....20 and this certificate was issued to the
contractor vide office memo no. Dated.....

Signature of the

**Chief Executive Officer
NAYA RAIPUR DEVELOPMENT AUTHORITY
Raipur (Chhattisgarh)**

Signature of Contractor.....

Signature of NRDA.....

Price Tender

TO BE SUBMITTED IN ENVELOPE -3 as Price Tender

Signature of Contractor.....

Signature of NRDA.....

Development of pavement for access road networks at NayaRaipur

TO BE SUBMITTED IN ENVELOPE -3 as Price Tender

ANNEXURE - "E": Schedule of items to be executed(Price Tender)

Sr No	Description of Item	Unit	Quantity	Rate in Figure (Rs.)	Amount in Figure (Rs.)
1	Survey and demarcation of Road alignment				
1.1	Topographic Survey : Conducting topographic survey using total station of one second accuracy with 10m grid level survey accuracy for traversing , fixing benchmark levels, demarcation of road alignment including submission of survey reports and maps as specified in the detailed specification all complete as per direction of engineer in charge.	Sq.m	60000		
	Rate in Words				
2	Site clearance				
2.1	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned up to a lead of 1000 meters including removal and disposal of top organic soil not exceeding 150 mm in thickness if required and as per relevant clauses of section-200. In area of light jungle,	Sq.m	60000		
	Rate in Words				
3	Earthwork				
3.1	Excavation for roadway in soil using including loading in truck for carrying of cut earth to embankment site with all lifts and lead upto1000 meters as per relevant clauses of section 300.	Cum	6000		
	Rate in Words				

Signature of Contractor.....

Signature of NRDA.....

Development of pavement for access road networks at NayaRaipur

Sr No	Description of Item	Unit	Quantity	Rate in Figure (Rs.)	Amount in Figure (Rs.)
3.2	Construction of Embankment with dressing to the required slope, with Material Deposited from Roadway Cutting (Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table 300-2)	Cum	6000		
	Rate in Words				
3.3	Construction of embankment with dressing to the required slope/ sub grade with Material Obtained from Borrow Pits¹ (Construction of embankment with approved Moroum soil having C.B.R. > 5 (unless specified otherwise in the contract) obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement of table 300-2). It will be executed in 150mm thick layer as per direction of engineer in charge.	cum	21133		
	Rate in Words				
4	Surface Drains				
4.1	Surface Drains in Soil (Construction of unlined surface drains of average cross sectional area 0.40 sqm in soil to specified lines, grades, levels and dimensions to the requirement of clause 301 and 309. Excavated material to be used in embankment within a lead of 50 meters (average lead 25 meters)) as per direction of engineer in charge.	meter	44000		
	Rate in Words				
5	Utility crossings / Cross drainage				

¹ Tentative location of borrow pits is near Rakki lake, Capitol Complex Naya Raipur. However if sufficient/suitable quality of soil is not available at the specified location, the agency will have to make its own arrangement for approved Moroum soil.

Signature of Contractor.....

Signature of NRDA.....

Development of pavement for access road networks at NayaRaipur

Sr No	Description of Item	Unit	Quantity	Rate in Figure (Rs.)	Amount in Figure (Rs.)
5.1	Excavation for Structures (Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom and backfilling with approved material.), for various depth				
	Ordinary soil , upto 3 m depth	cum	3281		
	Rate in Words				
5.2	PCC 1:3:6 in Foundation (Plain cement concrete 1:3:6 mix with crushed stone aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days.)	cum	148		
	Rate in Words				
5.3	Providing and laying Reinforced Cement Concrete pipe NP 3 / prestressed concrete pipe on first class bedding. (Laying Reinforced cement concrete pipe NP3 /prestressed concrete pipe for culverts on first class bedding of granular material including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .)				
a	450mm dia.	meter	600		
	Rate in Words				
b	600 mm dia	meter	600		
	Rate in Words				
c	900 mm dia	meter	300		
	Rate in Words				

Signature of Contractor.....

Signature of NRDA.....