

**TENDER DOCUMENT  
AND  
NOTICE INVITING TENDER  
  
FOR**

**CONSTRUCTION OF RAMP FOR  
INSTITUTE OF TECHNOLOGY, KORBA,  
CHHATTISGARH**

**PRINCIPAL / MEMBER SECRETARY  
INSTITUTE TO TECHNOLOGY KORBA SOCIETY  
KORBA (CG)**

# **Institute of Technology, Korba**

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## **INSTRUCTIONS TO TENDERERS**

### **1. Mode of Submission**

The tender is to be submitted in three separate sealed covers as under:-

#### **a) Envelope – 1 (Earnest Money Deposited)**

This envelope shall be properly sealed and super scribed as “Envelope – 1” indicating the NIT No., Due date Name of work and Name of Tenderer / Contractor

#### **b) Envelope – 2 (Financial Bid)**

This envelope shall be properly sealed and super scribed as “Envelope – 2” (Financial Bid) indicating the NIT No. Due date Name of work and Name of Tenderer / Contractor. This envelope shall contain the Tender Documents and N.I.T in which BOQ / Schedule of quantities should be duly filled in.

All the tree sealed envelopes shall be wrapped in an outer envelope which should also be properly sealed superscripting the NIT No. due date Name of the work, Name of contractor / tenderer.

The tenders will be received in the office Principal Institute of Technology Korba CG by dt..... up to 5.00 PM and will be opened on as per schedule given in our NIT advertisement, in the presence of representative of the tenderers / contractors, who wish to be present there. In case the date of opening of the tender happens to be a holiday, then the tender would be received and opened on the next working day at the same place and time.

**APPENDIX 2.10**  
**INSTITUTE OF TECHNOLOGY, KORBA**  
**DETAILED NOTICE INVITING TENDER**

(IN FORM: "B" FOR CONSTRUCTION AND MAINTENANCE WORKS)

N.I.T. No ..... DATE

1.1 Sealed tenders with prequalification are invited in Form "B" from, Contractors on behalf of the Governor of Chhattisgarh for the following work as per item rate. The tender documents can be purchased from the office of the ----- by the payment of the cost of tender form on date ----- up to 5.00 P.M.

Cost of tender form: - Rs 1000/-

**Manual Tenders: -**

- 1 - Contractor willing to purchase tender Document should apply through an application.
- 2 - The tender document will also be issued to the pre-qualified tenderer(s) who are not registered in appropriate class of contractor in Chhattisgarh Public Works Department. But after acceptance of tender by the competent authority the tenderer(s) will have to register themselves in appropriate class (D- class) of contractor in Chhattisgarh Public Works Department within fifteen days from the date of issue of acceptance letter. If tenderer fails to get him registered in specified time his earnest money shall be forfeited and no claims in this regard shall be entertained and decision of Engineer-in-Chief shall be final in the matter.
- 3 - Other conditions, special conditions drawings and designs etc. can be obtained on payment of cost of tender form in any working day (within period shown above) from the office of the undersigned during office hours along with Tender form.

Contractors have to submit copies of Commercial Tax Registration Certificate, Valid Registration Certificate and other required documents along with the Earnest Money Deposit in a separate Envelope and the same should reach the concerned office of the ----- before date ----- up to ----- P.M. by registered A.D./Speed post/courier/by hand.

**1. Name of the Work: - Construction of Ramp for Institute of Technology, Korba (C.G.)**

2. Probable amount of contract **Rs. 14.63 Lakhs**

3. Amount of earnest money **Rs. 15,000/-**

4. Time allowed for completion **4 Months** from the reckoned date including rainy season (15<sup>th</sup> June to 14<sup>th</sup> October)

1.2 The electrical work shall be executed by civil contractor by engaging the person(s) only who possess proper valid electric license issued by the competent authority of the state Government. He shall also attach a copy of the license before starting electrical items of work.

1.2.1. Where the contract for civil works of any building includes electrical works also, the Principal / Secretary I.T. Korba society. Concerned would be the Engineer in Charge in so far as electrical works component is concerned.

1.2.2. "Principal / Secretary I.T. Korba society. " referred to clause 13 of appendix 2.13 or appendix 2.14 (Agreement in form 'A' and 'B' respectively) would refer to the Principal / Secretary I.T. Korba society concerned so far as the electrical component of the work is concerned.

1.3: Not more than one tender shall be submitted by any contractor or by a firm of contractors.

1.4: 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.

1.5 The authority competent to accept the tenders shall be as provided in Para 2.094 volume-I

1.6: 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, together with addressed envelopes to be used for return of forms and other documents will be open for inspection and issued/sold on payment of Rs.----- up to close of office hours of -----

1.7: 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 ..... during working hours between up to the date mentioned in clause 1.1 & 1.6 above.

1.8: Tenders shall not be received by any other means like ordinary post or personal delivery.

1.9. Any manual tender received through registered post (AD.) Speed post 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 be returned back to the tenderer unopened. All other tenders received before the prescribed deadline for receipt of tenders shall be in kept in safe custody with the office Principal / Secretary I.T. Korba Society (as the case may be) till the prescribed time for opening of tenders.

**Tenders shall be opened** on date ----- at -----A.M./P.M. at the office of ----- before the contractors or his authorized representative intending to be present

1.10 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Engineer/ Principal / Secretary I.T. Korba Society.

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

#### 1.11 NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY

Note (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.

Note (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.

Note (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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Note (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. Comparative statements when ready (this should be as far as possible be got ready on the day after opening tenders) should also be exhibited publicly to the tenderers or their representatives.

Note (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.

#### 1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS

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

- I) The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof - or
- II) Any of the pages of the tenders removed or replaced -or
- III) In the case of item rate tenders, rates are not entered in figures, and in words and the total of the each item and grand totals are not written by the tenderers in the last column of the schedule of items (Annexure-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 are not initialed & dated by the tenderer - or
- VI) If the tenderer or in the case, each partner or any partners so authorized thereof, does not sign or signature/signatures is/are not attested by a witness on page 2 of the tender in the space provided for the purpose - or
- VII) If documents are not filled in ink or by ball pen.

## **2 .RATES:**

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

2.2.1 **In respect of percentage rate tenders:-** .....  
(rates should be quoted as per schedule of rates 2015 ,P.W.D.CHATTISGARH)

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 percentage rate contracts (Form “A”), or such items which are not given in the schedule of items in respect of item rate contracts (Form ‘B’), for which contractor has not quoted his rates.

Contractor will have to carry out these items of work

(i) For percentage rate tender (form A) - as provided in clause 13 of the conditions of contract

(ii) For item rate tender (form B) - as provided in clause 13 of the conditions of contract

## **3 Submission of Tender:-**

3.1: Earnest money: -No tender will be considered without the deposit of the specified earnest money which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority and on production of a certificate of .....that all tender documents have been returned, and will be retained from the successful tenders as part of the security deposit.

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 interest bearing shapes mentioned in W.D. Manual Para. 2.079 in favour of the Principal / Secretary I.T. Korba society valid for a period of -----months at least and further subject to appropriate verification by the Principal / Secretary I.T. Korba Society concerned

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 Principal / Secretary I.T. Korba Society.

3.3 **Earnest Money in separate covers:** The earnest money in one of the prescribed forms should be produced / 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 will be returned unopened to the tenderer in case of tenders to be submitted by registered .A.D. or speed post. In case of on line tenders earnest money submitted shall be verified & if found in accordance with the prescribed mode, then only on line financial offer shall be opened

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:**

3.4.1. (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.

3.4.1.(ii) The earnest money of tenderers whose tenders are rejected shall be refunded .Also in case of the tenderer whose tender is accepted, and /or conveyed after expiry of the validity period ,Earnest money shall be refundable unless validity period extended by the tenderer

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

(b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of Contract or exceeds the probable amount of the contract.

(c) 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 / CPWD Specification / ISI Code for building and electrical works to be done, 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-** A tenderer purchasing tender documents for works exceeding Rs. 10 lacs shall submit either

(a)Income Tax clearance certificate issued with in 12 months from the date of receipt of tender.

OR

(b)His Income Tax return for the preceding 3 years and where law requires shall submit the audited balance sheet of Profit and Loss Account Statements with auditor’s report for the preceding 3 years.

In case of manual tenders, tender copies would not be issued/sold in the absence of these documents mentioned in clause 3.8 and 3.9

**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.

3.9.(1): The amount of each contract and total period of completion with information of original stipulated date of completion and actual date of completion.

3.9.(2): Balance of works remaining to be done, and the remaining time allowed as per contract.

3.9.(3): The amount of solvency certificate produced by him at the time of enrolment in the department.

3.9.(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.

3.9(5): Tender submitted and wherever his offer is the lowest with details of work, contract sum& period mentioned for completion there in.

**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 at **3.00 PM** or as suitable on the day subsequent to the dead line prescribed for receipt for tenders as per Para 1.1 above by the concerned Engineer/Principal / Secretary I.T. Korba Society 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 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 to 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 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.

#### 5. Specifications

5.1 Brief Specifications: - A brief note on construction and specification of all the major items of the work is enclosed in **Annexure- D**

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 Principal / Secretary I.T. Korba Society, in respect of workmanship will be final.

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

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

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



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

5.4.3 Bricks:- The contractor should use the bricks manufactured on the metric system.

5.4.4 All timber used in the wood work for works must be properly seasoned. In case of important buildings mechanical seasoning should be done in good seasoning plant.

In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense

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

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

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

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

## 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 destination 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 Vanijyak Kar Adhiniyam.

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

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 Principal / Secretary I.T. Korba Society shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only)

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 Principal / Secretary I.T. Korba Society reserve 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 Principal / Secretary I.T. Korba Society. 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 Principal / Secretary I.T. Korba Society at once remove any person(s) employed by him on the work who in the opinion of the Principal / Secretary I.T. Korba Society 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 Principal / Secretary I.T. Korba Society and at the approved rate to the contractor as a special case.

7.11 Right to Increase or decrease work: The Engineer-in-charge reserves the right to increase or decrease with- 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.

7.12 Time Schedule: The work shall be done by the contractor according to time schedule approved by the Engineer-in-Charge.

7.13 Time of Contract:- Time allowed for carrying out the work as entered in the N,I,T 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 prescribed 15/30 days of preparatory period

7.14 Payment by Cheque: The payment will be made by cheques on the SBI Bank only. No bank commission charges on realizing such payments will be born by the Department

7.15 Transport of materials: The contractor shall make his own arrangements for transport of all materials. The Principal / Secretary I.T. Korba Society 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 Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge 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 Engineer-in charge before commencement of work, if so desired by the Engineer-in-charge.

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

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

7.17 Work Programme and methodology of construction: The contractor shall furnish his programme of construction for execution of the work within the stipulated time and obtain the approval of the Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in-Charge to the revised programme. Such progress report shall be submitted monthly (by 5<sup>th</sup> of each month) in the prescribed format in the tender documents.

7.19 Documentation: The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-Charge who will verify and certify these drawings, finally Constructed drawing(s) shall then be prepared by the contractor and supplied in triplicate along with a microfilm in case of minor and major bridges and on tracing cloth in all other cases to the Engineer-in-Charge for record and reference purpose.

7.20: 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.

7.21: If any item of work is found to be substandard but the Engineer-in-Charge is of the opinion that the same is structurally adequate and can be accepted at the reduce rate, then in such cases, the Engineer-in-Charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O. letter to the Superintending Engineer concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Superintending Engineer shall have to be appended IN the bills of the contractor.

#### 8. SPECIAL CONDITIONS:

(i) To be inserted in the N.I.T of a particular work if found necessary in the interest of the work.

(Note:- Any such special condition can not over rule or be on contravention of the prescribed clauses and conditions)

#### 8.1 Agreement: -

8.1.1 Execution of agreement: The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate solvency certificate, if so required by the Principal / Secretary I.T. Korba Society and will execute the agreement In the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department. Failure to be so will result in the earnest money being forfeited to the Govt. of C. G. and tender being cancelled.

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

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

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 Principal / Secretary I.T. Korba Society 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":

(a) Drawing (for buildings)

- i. Site plan/location
- ii. Plan, Cross section and elevation etc.

(b) For road work :-

Annexure-"D" : Specification for the work of construction of Ramp.

Annexure-"E" : Schedule of items. to be executed

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:

- (1) 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.
- (2) For camps with strength over 500 persons one sweeper for every 100 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 Principal / Secretary I.T. Korba Society 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.

**ANNEXURE - C**

Drawing (for Ramp)

- (i) Plan
- (ii) Section

**Annexure-"D"**

Brief Specifications for major items of the work of construction of Ramp for the Institute of Technology, Korba, shall be as per C.G. P.W.D. norms.



### **Annexure-"E" (For percent rate tenders)**

(rates should be quoted as per schedule of rates 2015 ,P.W.D.CHATTISGARH) .

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

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

### **Annexure-"E" (For Item rate tenders)**

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

**(use separate sheet) Deleted**

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

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

1. In consideration of the Institute of Technology, Korba (here in after called the IT Korba having agreed to exempt ..... (Herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated ..... made between ..... for the work (Name of work) ..... (Here in after called the said Agreement) of security deposit for the due fulfilment 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 IT Korba, an amount not exceeding Rs. .... against any loss or damage caused to or would be caused to or suffered by the IT Korba, 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 IT Korba stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IT Korba 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 IT Korba any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We (.) ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the IT Korba under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Principal / Secretary I.T. Korba Society certified that the terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is

made on us in writing on or before the (here indicate a date which falls 9 months beyond the due date of completion of the work) ..... we shall be discharged from all liability under the guarantee.

5. We (.) ..... further agree with the government that the IT Korba shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the IT Korba. 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 IT Korba or any indulgence by the IT Korba to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to sureties 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 IT Korba in writing:-

Dated the..... Day of.....  
..... For ( ).....

(>) indicate the Name of the Bank.....





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

24

Name of Division.....

Name of Contractor .....

AGR. No. Date .....

Period of Contract .....

Value of Contract I/c Tendered % .....

(A)	Investment	1st month	2nd month	2nd month	4th month	5th month	6th month	7th month	8th month	9th month	etc.	Remark
(I)	Initial (E.M.) P.G. 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)											
	<b>(x) Total investment</b>											
<b>(B)</b>	<b>Receipt</b>											
I)	Gross Bill Amount											
	Deductions											
a	S.D.											
b	Advance											
c	TDS											
d	Other recoveries if any											
	<b>(y) Total Receipt</b>											
	<b>Net Cash Flow (x-y)</b>											

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

**Name of Work :**                      **Construction of Ramp for the  
Institute of Technology, Korba  
(C.G.)**

**CALCULATION OF P.A.C.**

1	Ramp	14.63 Lacs
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APPENDIX 2.14 (See Paragraph 2.019)  
**FORM 'B'**  
**INSTITUTE OF TECHNOLOGY KORBA**  
**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

Issued to Shri/M/s. ....

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

**Name of Work            Construction of Ramp for Institute of Technology, Korba (C.G.)**

Amount of Contract Rs.        **14.63 Lakhs**

Amount of E.M. Rs.            **15000/-**

Cost of Tender Form Rs.       **1000/-**

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

Time allowed for Completion    **04 Months** from the reckoned date including rainy season (16<sup>th</sup> June to 15<sup>th</sup> October)

Date of opening Tender .....

**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. The Officer competent to decide of the- tenders shall have the right of rejecting all or any of the tenders without assigning any reason thereof.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection, unless there is specific provision in the conditions of the Notice Inviting Tenders eg in three cover system. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
5. The authority receiving tenders or his duly authorized assistant will open tenders in the presence of any attending contractors or his authorized representative, who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those tenders which are rejected and whose earnest money is refunded on the day the tenders are opened.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority and the contractor



shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.

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

### TENDER FOR WORK

I/We hereby tender for the execution to the Governor of Chhattisgarh of the works specified by in the underwritten 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 as applicable.

### MEMORANDUM

- (a) Name of work .....
- (b) Probable amount of Contract Rs. ....
- (c) Earnest money.....
- (d) Security deposit (including earnest money) .....
- (e) Percentage if any to be deducted from bills .....
- (f) Time allowed for the work ...08 months from the reckoned date including rainy season (From 16<sup>th</sup> June to 15<sup>th</sup> October)

### =SCHEDULE OF ITEMS =

Sl. No.	Reference to Item No. of S.O.R. (If any)	Description of Item of work	Quantity	Unit	Rate in figure per unit	Rate in words per unit	Amount in figures	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3 etc.								
Grand Total of column No. (8) = Rs. ....								
(in figure and in words) .....								

(SEE DETAILS IN “SCHEDULE OF ITEMS” – ANNEXURE “E” enclosed

**Annexure-"E" (For percent rate tenders)**

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

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

**Annexure-"E" (For Item rate tenders)**

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

**(use separate sheet) Deleted**

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

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 Governor of Chhattisgarh 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 Rs.15000/-(Rupees fifteen thousand) as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor 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 of Rs.15000/-(Rupees fifteen thousand) shall be retained by Government on

account of such security deposit as aforesaid or the full value of which shall be retained by Government on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Dated the ..... day of ..... 200

Signature of the Contractor before  
submission of tender

Dated the ..... day of ..... 200

Address of the witness: .....

Occupation of the witness:.....

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

Dated the ..... 200 day of ..... 200

.....  
(If several sub works are included, they should be detailed in a separate list.)

Signature of the Principal / Member Secretary  
Institute of technology Korba society, Korba  
(Designation with seal of office)

## CLAUSES

### 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 Government at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 percent from the payment made in the running bills, till the two together amount to 5 (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, for a work where completion is up to 6 months

#### **For works, for which the completion period is beyond six months: -**

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to 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 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Principal/Secretary I.T. Korba Society 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 half (1/2) 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".

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

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

### **Clause 3 :- Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Principal/Secretary IT Korba Society: -**

(i) The Principal/Secretary I.T. Korba Society 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 authorized by the Principal/Secretary I.T. Korba Society.
  - (b) The "Principal/Secretary I.T. Korba Society 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 Principal/Secretary I.T. Korba Society in the said notice.
  - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
  - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
  - (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Principal/Secretary I.T. Korba Society.
  - (f) If he violates labour laws.
  - (g) \* "If the Contractor fails to set up field to set up field laboratory with appropriate equipments, within 30 day from the reckoned date." (\*applicable for each contract valued more than Rupees 3 Crores.)
  - (h) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Principal/Secretary I.T. Korba Society 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 Principal/Secretary I.T. Korba Society shall forfeit the earnest money and or security deposit and recover/deduct/adjust a compensation of 10% (ten percent) of the balance value of work left in complete 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 Principal/Secretary I.T. Korba Society 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 Principal/Secretary I.T. Korba Society putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part

thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Principal/Secretary I.T. Korba Society, whose certificate thereof shall be final; otherwise the Principal/Secretary I.T. Korba Society may by notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores 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 Principal/Secretary IT Korba Society 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 Principal/Secretary IT Korba Society 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 extension of time for completion of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or any other ground(s), he must apply giving all and complete details of each of such hindrances(s) and/or compensation event(s) and/or other cause(s) in writing, to the Principal/Secretary I.T. Korba Society positively within 15 (Fifteen) 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 Principal/Secretary IT Korba Society, such reasonable grounds are shown, the Principal/Secretary IT Korba Society 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 Principal/Secretary IT Korba Society shall refer the case to the Principal/Secretary I.T. Korba with his recommendation and only after his decision in this regard, the Principal/Secretary I.T. Korba Society shall sanction extension of such time as decided.

Once the Principal/Secretary I.T. Korba Society 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 Principal/Secretary IT Korba Society shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contract) or before refusing both.

Provided further where the Principal/Secretary IT Korba Society has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Principal/Secretary IT Korba Society.

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.

Once the Principal/Secretary IT Korba Society has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Principal/Secretary IT Korba Society 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: - 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 Principal/Secretary I.T. Korba Society does not give access to a part of the site
- (b) The Principal/Secretary I.T. Korba Society modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.

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

#### **FINAL CERTIFICATE**

**Clause 6** - On completion of the work the contractor shall be furnished with a certificate by the Principal/Secretary I.T. Korba Society (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 measurements 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 ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:**

**Clause 7** - No payments shall ordinarily be made for work estimated to cost less then Rs. 1,000/- (Rs. One Thousand) 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 then rupees one thousand, 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 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 an 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.

## **Bills to be submitted monthly:**

### **Clause 8 -**

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Principal/Secretary IT Korba Society shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the Engineer Principal/Secretary IT Korba Society concern 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. by 25<sup>th</sup> 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 Principal/Secretary IT Korba Society after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorized Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor.

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

### **BILLS TO BE ON PRINTED FORMS:**

**Clause 9** -The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer – in – charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

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

**Clause 10** - Receipts for payments made on account of a work 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.

### **Escalation**

#### **CLAUSE 11 C**

Reimbursement /Refund on Variation in Prices of Materials / P. O. L. and Labour Wages

#### **Price Adjustment: -**

Note: - Price adjustment shall be applicable **from reckoned date** and upto validly extended period under clause 5.1 above but shall not apply to the period when, work is carried out under clause 2 above.

(B) The price adjustment shall be determined during each month from the formula given in the hereunder.

(C) Following expressions and meanings are assigned to the work done during each month:

To the extent that full compensation for any rise or fall in costs to the



contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

**The formula (e) for adjustment of prices are: -**

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

**Adjustment for labour component**

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_1/100 \times R \times (L_i - L_0)/L_0$$

$V_L$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_0$  = the consumer price index for industrial workers at the town nearest to the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India. on the date of inviting tender

$L_i$  = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

$P_1$  = Percentage of labour component of the work.

**Adjustment for cement component**

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor

shall be paid in accordance with the following formula;

$$V_c = 0.85 \times P_c/100 \times R \times (C_i - C_0)/C_0$$

$V_c$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement

$C_0$  = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi.  
on the date of inviting tender

C<sub>i</sub> = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

P<sub>C</sub> = Percentage of cement component of the work.

#### **Adjustment for steel component**

(iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula;

$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$

V<sub>s</sub> = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S<sub>0</sub> = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi. on the date of inviting tender

S<sub>i</sub> = The all India average wholesale price index for steel (Bar and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

P<sub>s</sub> = Percentage of steel component of the work.

**Note:-** *for the application of this clause, index of Bars and Rods has been to represent steel group.*

#### **Adjustment of bitumen component**

(iv) Price adjustment for increase or decrease in the cost of bitumen procured by the Contractor shall be paid in accordance with the following formula;

$V_b = 0.85 \times P_b / 100 \times R \times (S_i - S_0) / S_0$

V<sub>b</sub> = increase or decrease in the cost of work during the month under consideration due to changes in the rates for bitumen.

S<sub>0</sub> = The all India wholesale price index for bitumen.

S<sub>i</sub> = The all India average wholesale price index for bitumen.

P<sub>b</sub> = Percentage of bitumen component of the work.

#### **Adjustment of POL (fuel and lubricant) component**

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula;

$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_0) / F_0$

V<sub>f</sub> = Increase or decrease in the cost or work during the month under consideration due to changes in rates for fuel and lubricants.

F<sub>0</sub> = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviting tender

F<sub>i</sub> = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.

P<sub>f</sub> = Percentage of fuel and lubricants component of the work.

**Note: -** For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.

### Adjustment of Other Materials Component

(vii) Price adjustment for increase or decrease in cost of local materials other than Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi. on the date of inviting tender

$M_i$  = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

$P_m$  = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

Sl. No.	Components	For road	For Building	For bridge
1	Labour- $P_1$	25%	35%	30%
2	Cement – $P_c$	5%	10%	25%
3	Steel – $P_s$	5%	10%	25%
4	Bitumen – $P_b$	10%	-	-
5	POL – $P_f$	10%	10%	10%
6	Other materials - $P_m$	45%	35%	10%
	<b>Total: -</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note :-If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material- $P_m$  shall be increased to that extent

Example: - Say in a contract of roadwork steel is not required ( $P_s$ -5%).  $P_m$  shall become 45%+5%=50%

Or

Say cement & steel not required then  $P_m$  shall become 45%+5%+5%=55% and so on  
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: -

1. Specifications as per NIT.
2. Specifications as per S.O.R.

- 3 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
- 4 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. the same will get precedence over all the above.

**Clause 12 -A:** In respect of all bearings, hinges or similar part intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of the part and the material used therein to any officer of the Directorate of inspection of the Ministry of works production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of inspection . All inspection charges will be payable by the contractors. (This clause may be struck off if the tender is not for bridgework).

## Variations

**Clause 13 -** 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 for, the original Specification, drawing, designs, instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him, signed by the Engineer-in-charge and such alterations-, omissions, additions or substitutions shall not invalidate the Contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work; subject to the following proviso –

**Rates for items of contract involving increase in quantity during execution and rate for items not provided in contract :- (Reference Annexure “E” (Schedule of quantities)**

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 quantities shown in Annexure E of the tender document by more than 10% (ten percent) the quantity in excess of 10% (ten percent) will be paid at the estimated rate of the item(s) on the date of invitation of tender plus or minus the overall percentage of accepted tender above or below as the case may be to 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 the Director Technical Education C.G.
- (B) **Rates for extra items :-**  
The rates for such items which can not be determined as per clause (a) and (b) of “A” above shall be worked out from rates of similar items in the departmental schedule 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 Annexure E at the estimated rates. Such rates shall be determined by the Director Technical Education C.G..
- (C) Rates for such items which can not be determined in the above manner (A and B) shall be determined by the Director Technical Education C.G on the basis of prevailing market rates to include prime cost of material and labour charges (inclusive) of hourly use rates of machinery and equipment as determined by the department; plus 25% (twenty five percent) 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” (Annexure-E)

- Note-2(a) Principal/Secretary IT Korba Society shall have powers to permit execution of and payment of additional quantities to the extent of ten percent of the quantities provided in the schedule of individual Items as per Annexure – E.
- (b) Prior sanction in writing of the Principal/Secretary I.T. Korba Society. shall be necessary for execution and payment for additional quantities more than ten percent but upto 25% of individual items, in case of work for which technical sanction has been accorded by Principal/Secretary IT Korba Society.
- (c) Prior sanction in writing of the Principal/Secretary I.T. Korba Society of C.G. shall be necessary for execution and payment for additional quantities more than ten percent and upto 25 % of individual items, in case of work for which technical sanction has been accorded by the Principal/Secretary I.T. Korba Society of C.G.
- (d) Principal/Secretary IT Korba Society shall have no powers to determine the rates for extra items. Director Technical Education C.G.shall have powers to determine the rates for extra items where rates for extra items where rates are required to be determined subject to the condition that total amount of work in respect to such extra items shall not exceed 10% (ten percent) of the amount of tender as sanctioned by the competent authority.
- (a) Principal/Secretary I.T. Korba Society. shall have powers to determining rates of extra items when rates are required to be determined subject to the condition that the total amount of work in respect of such extra items shall not exceed 30% of the amount of tender as sanctioned 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 the above addition, alternation variation, extra items- the total value of contract shall be limited upto 10% (ten percent) increase of the amount of Administrative of Approval. Any increase beyond this 10% (ten percent) of total value shall require “**PRIOR Revised Administrative Approval**” from the Govt.
- Note-5 Govt. shall have full powers.

### **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.

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 Engineer-in-charge 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 Engineer – in - charge, 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 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 fact that 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 days, during which the failure so, continues and in the case of any such failure the Engineer – in – charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all 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

#### **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 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**

**Clause18-** 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 Engineer – in – charge 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 realised. Balance 50% of the amount shall be refunded after four months of completion of work or final bill paid which ever 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 contract 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 contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage 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.

#### **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 Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section (1) sub-section (2) of the said Act. Government 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 Government to the contractor whether under this contract or otherwise. Government may not be bound to contest any claim made against them under section - 12 sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government 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 Engineer – in – charge.

**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 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 Principal/Secretary IT Korba Society 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 appendix 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 appendix 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 and 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 employ of Government 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 Principal/Secretary I.T. Korba Society may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of IT Korba 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 IT Korba 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 or A5 Category in the Public Works Department of Chhattisgarh or in similar Category in other Deptt., of the Sate 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 condition shall be considered as reasonable compensation to be applied to the use of Government 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 Engineer -in-charge for his information, and 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 PRINCIPAL/SECRETARY IT KORBA SOCIETY :**

**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 Principal/Secretary I.T. Korba Society of the Division/ of the Circle 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 as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the Principal/Secretary I.T. Korba Society for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Principal/Secretary I.T. Korba Society shall give his written instructions and/or decisions, after hearing the contractor and Principal/Secretary IT Korba Society within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

**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 Principal/Secretary IT Korba Society.

**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:**

**Clause 34-** If Government 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 Principal/Secretary I.T. Korba Society or by any person to whom the Principal/Secretary I.T. Korba Society 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 Government may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Principal/Secretary IT Korba Society whose decision shall be final and binding on the contractor

### **Clause 35: - Royalty on Minor Minerals**

The contractor shall pay all quarries, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Principal/Secretary IT Korba Society shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Principal/Secretary IT Korba Society shall be deposited to the concerned department and his final bill payment shall be released

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

### **TECHNICAL EXAMINATION:**

**Clause 36 -** The Principal/Secretary IT Korba Society 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 Principal/Secretary IT Korba Society to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Principal/Secretary IT Korba Society account if it is found that the contractor was paid lesser than what was due to 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 Principal/Secretary IT Korba Society 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 Principal/Secretary I.T. Korba Society 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 Principal/Secretary I.T. Korba Society 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 OR 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 about the competence of the surviving, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and 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 Principal/Secretary IT Korba Society shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the Principal/Secretary IT Korba Society to recover further sums as damages from any sums due or which may become due to the contractor by Principal/Secretary IT Korba Society or otherwise whosoever.

### **ANNEXURE – “E”**

#### **SECHUDLE OF ITEMS (BILLS OF QUANTITY)**

Sr. No	Reference to item No. of S.O.R. (in any)	Description of item	Unit	Quantity	Rate in figure per unit (Rs. ....)	Rate in words per unit (Rs.....)	Amount in (figure)	Remark
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
etc								
etc								

**Contractor (Signature with name and seal of Authorized signatory of the contractor)**

- 1) The value of total tendered cost is for Rs. ....
- and 2) The total value of all S.O.R. items (excluding non S.O.R. items) as per sanctioned estimate is Rs. .... (in figure) (rupees ..... in words)

### **NOTICE TO THE CONTRACTOR TO START WORK**

Your offer of item rate of contract for the work of .....and for a total value of Rs. .... (in figure)..... (in words) has been accepted by me/ Principal/Secretary I.T. Korba Society for and on behalf of the I.T. Korba Society, on ...../...../200..... You are hereby ordered to commence the work. The date reckoned shall be ...../...../200 .....

**PRINCIPAL /SECRETARY  
I.T. KORBA SOCIETY**

Notice to the contractor (s) to start work from ...../...../200.....was issued vide this office memorandum No ..... dated the ...../...../200.....

**Signature of Contractor**

**Signature of Principal/Secretary  
I.T. Korba society**

### **COMPLETION CERTIFICATE**

In pursuance of clause 7 of the Agreement in form-B (No...../Dt. of ..... ) dated the ...../...../..... between the contractor Shri.....and Principal/Secretary, I.T. Korba Society, it is .....hereby certified that the said contractor has duly completed the execution of the work undertaken by him there under on Dt...../...../.....

**SIGNATURE OF PRINCIPAL/SECRETARY  
I.T. KORBA SOCIETY, KORBA.**