

TENDER DOCUMENT FOR WORKS



**Indira Gandhi Krishi Vishwavidyalaya
Raipur – 492 012 (CG)**

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**INDIRA GANDHI KRISHI VISHWAVIDYALAYA
OFFICE OF THE SUPERINTENDENT PHYSICAL PLANT
RAIPUR (C.G.)**

NOTICE INVITING TENDER

(IN FORM A, B & C FOR CONSTRUCTION AND MAINTENANCE WORK)
N.I.T. No..... DATE

Sealed tenders are invited in Form A, B, C online from contractor (*name the class of the contractor*) registered in Chhattisgarh PWD as per schedule of rates for Roads/ Buildings/ Bridges works effective from 01.01.2015 and for electrical works effective from 01.07.2015 and amended up to date of issue of NIT. The tender details along with list of necessary documents will be available on the <https://eproc.cgstate.gov.in> and www.igau.edu.in websites. The bid has to be submitted by am/pm on date. On line tenders shall be opened on date at am/pm at the office of the Superintendent Physical Plant (SPP), IGKV, Raipur in the presence of bidders or their authorized representative intending to be present.

Sl.No.	Name of the work	Estimated (in lacs)	Class of contractor to bid	Cost of bid document (in lacs)	Time of completion	EMD Amount

.....
SPP
IGKV Raipur (CG)

ABSTRACT TERMS AND CONDITIONS OF TENDER

1. Online sealed tenders are invited from..... (category of contractors) registered with Chhattisgarh PWD as per schedule of rates for Roads/ Buildings/ Bridges works effective from 01.01.2015 and for electrical works effective from 01.07.2015 and amended up to date of issue of NIT.
2. The tender details along with list of necessary documents will be available on the <https://eproc.cgstate.gov.in> and www.igau.edu.in websites.
3. The bidder will generate online bid using the system and will submit the bid with his system generated Digital Signature. All the bidders are advised to obtain the Digital Signature.
4. Not more than one tender shall be submitted by any contractor, or by a firm of contractors for the same work. If they do so all such tenders shall be rejected.
5. The university will have full rights to reject or accept any tender.
6. The tenders of blacklisted bidders in university will not be considered.
7. The tender will be valid for 120 days after the last date of receipt of the tender and this period can be further extended with mutual consent.
8. The successful bidder has to sign the contract agreement within one month of issuance of offer letter from office of SPP, IGKV otherwise his bid will be rejected and EMD will be forfeited.
9. If it is found at any stage of tendering process / currency of contract, that forged documents have been used, then the tender will be rejected summarily, EMD will be forfeited and the tenderer will be blacklisted.
10. The successful bidder will have to provide additional security deposit if rate quoted by the firm are more than 10% below SOR. The additional security deposit will be calculated as per extant rule which is annexed as Annexure K.
11. In case of estimated cost of work more than five crore, information in pre qualification document for works issued by PWD Govt. of Chhattisgarh vide Amendment No. F21-7/T/2012/19/tender Raipur, Dated 02.03.2015 will be required. The details are enclosed in schedule Annexure M .
12. The arbitration process will be applicable as described in clause 8.3

Bidding process: The following three envelope bidding process as under will be followed:

1. The cost of e-tender document should be submitted online in favour of SPP, Indira Gandhi Krishi Vishwavidyalaya, Raipur by the bidder at the website <https://eproc.cgstate.gov.in>.

2. **Envelope A:** The Envelope A will contain
EMD in the form of DD/FDR in favor of Superintendent Physical Plant (SPP), IGKV, Raipur (to be submitted original offline in Envelope A and scan copy to be uploaded online). No tender will be considered without the deposition of the specified earnest money. The rate of earnest money will be as per prescribed Chhattisgarh PWD work manual.

3. **Envelope B: This envelope B will contain following documents:**

Documents in original

- Ink signed copy of integrity pact (proforma attached as Annexure I)
- Ink signed copy of affidavit. It should be properly notarized on a stamp paper of Rs.50.00 or more. (proforma attached as Annexure J)

Self attested/ Attested by Notary/ Attested by Gagnetted officer

- Solvency Certificate (proforma attached as Annexure H) from any scheduled Bank required when the work is of above two lakh. It should be at least 15% of the total estimated cost of the work and the certificate should not be older than 12 months from the last date of submission of bid).
- Valid Registration Certificate from CG P.W.D., Raipur.
- Commercial Tax Registration Certificate
- Valid PAN card
- Income Tax return certificate of three years out of any last four financial years.
- GST registration certificate
- Certificate of ownership/partnership in case of firm/company
- Experience certificate : The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during immediate past seven years ending last day of month previous to the one in which bid applications are invited (eligibility period) should be either of the following :

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(Work experience in any Government/ Semi-Government/Public Sector Undertakings (Central/State) will be considered for eligibility. (Work Experience in a Private firm shall be considered for eligibility only if the Private Firm is a Company registered under Indian companies Act' 1956).

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as subcontractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of executed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till one year before the last date of month previous to one in which e-Tender has been invited.

Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, and explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by bidder and the department w. r. to "similar nature of work" defined in the NIT.

Note : Any bidder will be eligible only as and when he/she has submitted the hard copies of the documents separately in Envelope "A" and "B" along with the same copies should also be uploaded online. There should not be any difference of document submitted online and offline.

Opening of Tender:

On line tenders shall be opened on date at am/pm at the administrative building, IGKV, Raipur/University Office in the presence of bidders or their authorized representative. The steps of opening of tender document will be as follows:

- Envelope “A” having demand draft or FDR as earnest money will be opened.
- If an envelope found correct in all respect, the envelope “B” (which is known as technical bid) will be opened and documents found inside this envelope will be cross checked with uploaded documents online. If same types of documents are available at both places (Online & Offline), then comparative chart of technical parameters will be prepared.
- Now the financial bid of qualified bidders will be opened as per the procedure.

DETAILED TERMS AND CONDITIONS

Instructions for Bidding and tender opening :

- 1 Bidding process:** The following three envelope bidding process as under will be followed:

1.1 The cost of e-tender document should be submitted online in favor of SPP, Indira Gandhi Krishi Vishwavidyalaya, Raipur by the bidder at the website <https://eproc.cgstate.gov.in>.

1.2 **Envelope A:** The Envelope A will contain

EMD in the form of DD/FDR in favor of Superintendent Physical Plant (SPP), IGKV, Raipur (to be submitted original offline in Envelope A and scan copy to be uploaded online). No tender will be considered without the deposition of the specified earnest money. The rate of earnest money will be as per prescribed Chhattisgarh PWD work manual.

1.3 **Envelope B: This envelope B will contain following documents:**

Documents in original

- Ink signed copy of integrity pact (proforma attached as annexure I)
- Ink signed copy of affidavit. It should be properly notarized on a stamp paper of Rs.50.00 or more. (proforma attached as Annexure J)

Self attested / Attested by Notary / Attested by Gagnetted officer

- Solvency Certificate (Proforma attached as Annexure H) from any scheduled Bank (required when the work is of above two lakh. It should be at least 15% of the total estimated cost of the work and the certificate should not be older than 12 months from the last date of submission of bid).
- Valid Registration Certificate from CG P.W.D., Raipur, C.G.
- Commercial Tax Registration Certificate
- Valid PAN card
- Income Tax return certificate of three years out of any last four financial years.
- GST registration certificate.
- Certificate of ownership/partnership in case of firm/company.
- Experience certificate- The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during immediate past seven years ending last day of month previous to the one in which bid applications are invited (eligibility period) should be either of the following :

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(Work experience in any Government/ Semi-Government/Public Sector Undertakings (Central/State) will be considered for eligibility. (Work Experience in a Private firm shall be considered for eligibility only if the Private Firm is a Company registered under Indian companies Act' 1956).

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as subcontractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of executed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till one year before the last date of month previous to one in which e-Tender has been invited.

Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, and explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by bidder and the department w. r. to "similar nature of work" defined in the NIT.

Note : Any bidder will be eligible only as and when he/she has submitted the hard copies of the documents separately in Envelope "A" and "B" along with the same copies should also be uploaded online. There should not be any difference of document submitted online and offline.

Not more than one tender shall be submitted by any contractor, or by a firm of contractors for the same work. If they do so all such tenders shall be rejected.

Opening of Tender:

The names of tender(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.

- i) On line tenders shall be opened on date at am/pm at the administrative building, IGKV, Raipur/University Office in the presence of bidders or their authorized representative. The steps of opening of tender document will be as follows:
 - Envelope “A” having demand draft or FDR as earnest money will be opened.
 - If an envelope found correct in all respect, the envelope “B” (which is known as technical bid) will be opened and documents found inside this envelope will be cross checked with uploaded documents online. If same types of documents are available at both places (Online & Offline), then comparative chart of technical parameters will be prepared.
 - Now the financial bid of qualified bidders will be opened as per the procedure.

Instructions and general information for tenderers :

The tender will be liable to be rejected out-rightly, if :

- I) 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 tenderer in the last column of the schedule of items (Annexure-E (ii)) under his signature - or
- II) If the tenderer or his authorized partner does not sign himself and not attested by a witness on the prescribed form of the tender in the space provided for the purpose.

2.0 RATES :

- 2.1 The schedule of items: The schedule of all items of work to be executed is enclosed as Annexure – E
- 2.2 Percentage rate tender in Form “A”
 - 2.2.1 In respect of percentage rate tenders : contractor should quote his separate tender percentage rate above or below or at par with following schedule of rates.

- (a) *Building work*: including water supply & sanitary fittings :- The schedule of rates issued by the PWD, Raipur, CG in force with effect from Jan 2015 and its amendments issued up to date of issue of N.I.T.
- (b) *Electrical works* : The schedule of rates issued by the PWD, Raipur, CG in force with effect from 01.07.2015 and its amendments issued up to the date of issue of N.I.T.

2.2.2 The percentage of tender above/ below or at par with the relevant schedule of rates inclusive of all amendments issued up to the date of the issue of notice inviting tenders should be expressed on the tender form itself, both in words and figures.

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

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

- 2.2.3 The percentage quoted by the contractor shall not be altered by the contractor during the term of contract.
- 2.2.4 The deduction or addition, as the case may be of the percentage will be calculated on the amount of bill for the work done, after deducting the cost of materials supplied departmentally, if any, at rate specified in the agreement.
- 2.2.5: If the work involves more than one S.O.R. even then the contractor shall quote only single rate, applicable to the concerned S.O.R. (for example- Building S.O.R. and Electrical S.O.R.)

2.3: **Item Rates tenders in form 'B':**

- 2.3.1 The tenderer(s) shall fill his/ their tendered rates and prices for all items of works described in the schedule of item Annexure E (ii). The tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the other rates and prices of the schedule of other items indicated in Annexure E.
- 2.3.2. In item rate if the tender rate of some items are 10% more than the over all tender percentage and/or for some other items of work to be executed in later stage or otherwise, the rates quoted by contractor is much lower than the over all tender percentage, then this type of tender is known as an "Unbalanced Item Rate Tender" Payment of running bills of above unbalanced higher rate items should be made at the rate of 80% of quoted rate and the balance 20% amount of quoted rate should be kept as "additional security deposit" This additional security deposit shall be paid to the contractor at the time of payment of final bill.

- 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 the conditions of contract
- (ii) For item rate tender (form B) - as provided in clause 13 of the conditions of contract However both (i) and (ii) are subject to further condition as below:-
 - (a) Variation in the quantities of any item or items as provided in the Annexure "E" (Schedule of Quantity/bill quantities) shall be limited to (+)25% (Twenty five percent) of that item(s).
 - &
 - (b) Increase in total value of work is limited up to (+) 10% (ten percent) of the amount of Contract value Any variation beyond the permissible limits (as per (a) & (b) of this clause) shall require prior written approval.

3.0 **Submission of Tender :**

- 3.1 **Earnest money:** No tender will be considered without the deposit of the specified earnest money. This will be returned to the unsuccessful tenderer(s) on the rejection of their tenders.
- 3.2 **Forms of earnest money:**
- 3.2.1 The amount of earnest money shall be accepted only in the shape of Bank drafts/FDR of any schedule commercial bank .
 - 3.2.2 The intending tenderers from other state may remit E.M.D. in the form of the bank draft of any schedule bank payable at Raipur.
 - 3.2.3 The amount of E.M.D. mentioned in N.I.T. has to be submitted compulsorily.
 - 3.3 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.

3.4 **Refund of earnest money:**

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

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, terms and conditions of tender document 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 submitting tender documents for works shall submit his Income Tax return of last three years.

3.8.1: **A financial capacity certificate (solvency certificate)** from any schedule bank be submitted which should not be older than 12 months from the last date of

submission of bid. Amount of financial capacity to be furnished shall be at least 15 (fifteen) % of amount put to tender.

The financial capacity certificate shall have to be in the prescribed format (Annexure H) :

- 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 IGKV/University 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.

3.10 **Relationship:**

The contractor shall not be permitted to tender for works in the University (responsible for award and Execution of contracts) in which his near relative is working in office of SPP, IGKV. He shall intimate the name of his near relative working in the office of SPP, IGKV. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by the University. Any breach of this condition by the contractor would render himself liable to be rejected.

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

- 3.11 **Digital 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 to rejection.

4 Opening and acceptance of tender :

4.1 **Place and time of Opening :**

The tenders shall be opened as mentioned in NIT or as suitable on the day subsequent to the last date prescribed for receipt for tenders as per Para 1.1 above by the Tender Committee 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 of his name from the register of approved contractors or penal action under Section-8 of the Vinirdishtta Bhrasta Acharan Nivaran Vidheyak , 1982.
- 4.5 **The authority competent** to accept a tender reserves the right to accept the tender for the whole work or reject the tender as a whole without assigning any reason. Such decision shall not be opened to challenge in any forum or court of law.
- 4.6 **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. The validity period of offer may be extended for further period with mutual consent.
- 4.7 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 Detailed Terms and Condition 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 & 3.1. of the Detailed Terms and Condition as may be applicable for the work.

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 competent Authority, 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 confirm with the required standard and if the SPP considers that a structural test is necessary, the same shall be carried out as instructed by the University at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of which has given unsatisfactory test results.

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

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

- 5.4.5 **Maintenance of roofs :** Subject to the provision in the agreement, 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.

- 5.5 **Specification of Electrical works :**

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.

- 5.5.1 The work will be carried out as per the approved drawing and as directed by the Competent Authority. The work will be governed by "General specifications" for the Electrical works in Government buildings in forces from 1972. All electrical materials must bear "I.S.I." mark.

- 5.5.2 All samples of electrical accessories should be got approved from the Engineer in charge prior to their use in work. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. Item involved in the Electrical work is enclosed in Annexure D.
- 5.5.3 The Period of testing and refund of deposit will be 6 (six) months after completion of work.
- 5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan tube light fixtures will be made by the department as mentioned in the S.O.R As such labour rates only as per S.O.R. will be paid for fitting of such items in position as per S.O.R.
- 5.5.5 The Contractor should submit “as built” detailed wiring diagram on tracing cloth showing the point position of switch length of point, position of D.B. and main switch circuit No. in which points fall at time of final bill. Otherwise deduction of 1/2 percent (Half percent) will be made from the contract sum of all electrical items.
- 5.6. **Specifications for road/ bridge/ culvert works.** The road/ bridge/ culvert works shall be carried out according to MORST&H specifications for road & bridge works/ Specifications for Rural roads ,its manual / specification in force' and or special specification or the relevant specifications published by the Indian Road congress.
- 5.7 **Contradictions or amendments:-** In the event of contradiction between the stipulations of the Schedule of rates (schedule of rate relevant to this NIT) and aforesaid specification (vide Para 5.1 to 5.6 above) the stipulations of the schedule of rates shall gain precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of Competent Authority shall be final.

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

S.No.	Name of Materials	Rate.	Place of delivery
1.			
2.			
3.			

- 6.1 In case of the departmental supply of Iron/steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in SOR (with due allowance for the percentage above or below SOR. tendered and accepted.)
- 6.2 **Delay in supply :** If the materials are not supplied in time the contractor will not be allowed any claim for any loss, which may be caused to him but only extension

of time will be given at the discretion of the Competent Authority if applied for by the contractor within 15 days of its proposed utilization and as detailed in the latest construction program. Request of such material by the contractor shall be sent within one month in advance.

7. Miscellaneous Conditions :

- i. The tenderer or supplier should have a place of business in the State of Chhattisgarh from where the goods would be supplied to various destinations in the state and also hold a registration certificate as per rules.
- ii. The tenderer or supplier shall also submit the clearance certificate as provided under section 36 of Chhattisgarh Vanijyak Kar Adhiniyam.

7.1 **Subletting:** subletting of work will not be allowed.

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 IGKV, Raipur, then the SPP 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 University 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 (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 University reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.

- 7.7 **Best quality of construction materials :** Materials of the best quality will be used as approved by the SPP. 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 SPP at once remove any person(s) employed by him on the work who in the opinion of the SPP is/are unsuitable or undesirable.
- 7.9 **Amount due from contractor :** Any amount due to the University 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 plants required for the proper execution of the work. Certain plants may however be issued at the sole discretion of the SPP and at the approved rate to the contractor as a special case.
- 7.11 **Right to Increase or decrease work :** The University 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. However this is subject to the total limit of (+) 25% of any item(s) but up to (+) 10% of the contract value only after obtaining the approval of authority competent to accord Technical sanction and administrative approval.
- 7.12 **Time Schedule :** The work shall be done by the contractor according to time schedule approved by the office of SPP .
- 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/RTGS/NEFT:** The payment will be made preferably by RTGS/NEFT. No bank commission charges on realising such payments will be born by the office of SPP.
- 7.15 **Transport of materials:** The contractor shall make his own arrangements for transport of all materials.
- 7.16 **The methodology and equipment, material, labour,** transport to be used on the project shall be furnished by the contractor to the University well in advance of commencement of work and approval of the University 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 University 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 office of SPP 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 SPP prior to actual commencement of work (Annexure-L).
- 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 SPP to the revised programme. Such progress report shall be submitted monthly (by 5th of each month) in the prescribed format in the tender documents.
- 7.19 **Documentation :** The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the office of SPP 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 University 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 University or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.

8 SPECIAL CONDITIONS

Any such special condition imposed by IGKV cannot be over ruled by the contractor. The special condition of NIT is enclosed as Annexure G.

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 and will execute the agreement in the prescribed form, within 30 days from the date of communication of the acceptance of his tender by the office of SPP. Failure to do so will result in the earnest money being forfeited to the University 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 SPP or other supervisory staff.
- (c) In case the contractor fails to employ the technical staff as aforesaid, the SPP shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer.
- (g) It shall not be necessary for the firm/company whose one of the partners 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 from the Departmental Engineers/Sub engineers. In case the contractor fails to employ the above technical staff or fails to employ technical staff /personnel as submitted by the contractor in Pre qualification documents if prequalification is called and or the technical staff/personnel so employed are generally not available on work site and or does not receive or comply the instructions of the Department Engineers, the SPP, IGKV, Raipur shall recover/deduct from his bills, a sum of Rs. 2500/per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken under clause 3.

8.2 **Conditions applicable for contract:**

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

Following documents annexed with this N.I.T shall form an integral part of the contract document. Annexure- "A" : Model Rules relating to labour water supply etc..

Annexure-"B" : Contractor's labour regulations.

Annexure-"C": Drawings of structures

- (a) Drawing (for buildings and Bridges)
- (i) Site plan/location
 - (ii) Plan, Cross section and elevation structural drawing, bar bending schedule etc.
 - (iii) Circuit wiring and plumbing drawing (for Buildings only)
 - (iv) Founding and formation levels, for C.D. Works
- (b) For road work :- Index plan and locations of C.D. Works with type of C.D. (H.P. box culvert, flush/raised, causeway, slab culvert/ Bridge)
- Annexure-"D" : Specification for the work of construction
- Annexure-"E" : Schedule of items. to be executed

S. No.	S.O.R. Item No.	Description of Item	Qty.	Unit	Rate in figure	Rate in Words

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

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

Annexure-"G": Special Conditions

8.3 **ARBITRATION:**

The following arbitration process shall be applicable in all types of tender dispute which are not covered in till para 8.2 of Tender Document for works including abstract terms and condition of tender (pages 61)

"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 Superintendent Physical Plant (SPP) for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the SPP shall give his written instructions and/or decisions, after hearing the contractor and Executive Engineer within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

Upon receipt of written instructions or decisions, of SPP the parties shall promptly proceed without delay to comply such instructions or decisions. If the SPP fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party (es) is/are aggrieved against the decision of the SPP, the aggrieved party may within 30 days prefer an appeal to the Vice-Chancellor, IGKV, Raipur who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Vice-Chancellor, IGKV, Raipur will give his decision within 30 (thirty) days, or such, mutually agreed period.

If any party is not satisfied with the decision of the Vice-Chancellor, IGKV, Raipur he can file the petition for resolving the dispute through arbitration in the arbitration tribunal. A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the SPP as per terms and conditions of Tender Documents".

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 laborers 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 Executive Engineer/Sub Divisional Officer 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"

- (a) Drawing (for buildings and Bridges)
 - (i) site plan/location
 - (ii) Plan, Cross section and elevation, structural drawing, bar bending schedule etc.
 - (iii) Circuit wiring and plumbing drawing (for Buildings only)
 - (iv) Founding and formation levels, also for C.D. Works
- (b) For road work :- Index plan and locations of
C.D. Works with type of C.D.
(H.P. box culvert, flush/raised, causeway, slab culvert/ Bridge with bench mark all levels and details of each

Attach Prints

ANNEXURE -"D"

Brief Specifications for major items of the work of construction of -----

(Mention the Items involved with details)

ANNEXURE -"E"

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

S. No.	S.O.R. Item No.	Description of Item	Qty.	Unit	Rate in figure	Rate in Words

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 (i)"

(For percent rate tenders)

Schedule of items							
S. No.	S.O.R. Item No.	Description Of Item	Unit	Qty.	Rate in figure	Rate in Words	Amount in figure
1							
2							
3							

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 (ii)" (For Item rate tenders)

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

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

ANNEXURE - “F”

GUARANTEE BOND

(to be used by approved scheduled banks)

1. In Consideration of the Governor of Chhattisgarh (herewith called the government) having agreed to exempt (herewith called “the said Controller (s)” from the demand under the terms and conditions of an agreement) dated made between and for (herewith called “the said agreement”) of deposits for the due fulfillment by the said controller (s) of the terms and conditions contained in the said agreement on production of bank Guarantee for Rs. (Rupeesonly). We bank Limited, (hereinafter referred to as “the bank”) do hereby undertake to pay the Government an amount not exceeding Rs. against any loss of damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any terms of conditions contained in the said agreement.

2. We Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demand and merely on demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any terms of conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We Bank Limited 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 the said agreement and that it shall continue to be enforceable till all dues of Government under or by virtues of the said agreement have been fully paid and its claims satisfied or till department of certificates that the terms and conditions said agreement have been fully and properly carried out by the said contractor (s) and accordingly is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We Bank Limited further agree with the Government that the Government shall have fullest liberty without consent and without affecting in any manner our obligations here under or vary any of the term and conditions of the said agreement or to extended time of performance by the said contractor (s) from time to time are to postpone for any time or from time to time any of the power exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation of extension being granted to the said contractor (s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We Bank Limited lastly undertake not be revoke this guarantee during its currency with the previous consent of the Government in writing.

Dated the Day of20 for
..... Bank Limited.

To,

.....
.....
.....

Dear Sir,

We enclosed our Fixed Deposit Receipt/Cash/Certificate/other similar instrument No. for Rs in favour of Designation of the Officer concerned in lieu of deposits required from for the due fulfillment by him/them of the terms of contract dated for during the period commencing from and ending on or the extension therefore if any.

Yours faithfully,
For and on behalf

Please specify the nature of the instrument whom instrument similar to fixed deposit receipts are tendered and delete item not applicable.

ANNEXURE - "G"
SPECIAL CONDITIONS OF N.I.T.
(Reference Clause 8 of NIT)

- (1) If the rate quoted by the lowest (L₁) of the tenderer is considered unbalanced (more than 10% below SOR) in relation to the Department's estimate of cost of work to be performed under the contract by the SPP then may require the tenderer to submit and the tenderer shall submit detail price/rate analysis of major items of the work within 7 days of such notice so as to demonstrate the internal consistency of these price/rate(s) with his quoted price/rate(s). After evaluation by tender sanctioning authority may require the tenderer to submit 5% additional Security for the performance of the agreement in the shape of F.D. receipt in favor of the SPP before signing of the agreement, which shall be refunded along with the normal S.D. after Completion of work. If he fails to complete the work or left the work in complete, this 5% additional SD, shall also be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case if tenderer/contractor does not agree to deposit additional 5% security deposit then his bid may be rejected by the sanctioning authority and earnest money forfeited.
- (2) If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the SPP shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory (at the sole discretion of the SPP), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the...If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any for a period of 2 (two) years from the date of such order, by the authority. Such orders & action shall be final binding and conclusive.
- (3) **Construction programme :-**
 - (i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme month wise for
 - (a) Materials procurement
 - (b) Their transport arrangement to worksite with details of No. of truck/tippers
 - (c) Detailing of construction plants & equipments
 - (d) Cash flow/revised Cash flow

- (ii) The contractor shall submit in the first week of each month a statement of **“target vis-à-vis actual performance”** of each item/event with slippage, if any; mentioning reasons of slippage and proposal for revised construction programme to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4(four) months can be treated as “fundamental Breach of Contract” and can result in invoking clause 3 of the conditions of contract.

(4) performance Guarantee:

- (i) The contractor shall also be responsible for performance of work carried out by him for a period of 36 (Thirty six) month beyond the completion of work for which performance security has to be furnished by him @ 5%(five percent)of amount of contract. For this purpose contractor has to submit to the department a Bank Guarantee of 5% amount of the value of work done on every running and final bill Payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performance cash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 36 (thirty six) month after actual completion.

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

- (ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Executive Engineer/Sub Divisional Officers to him.
- (iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the SPP to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"
- (iv) After two years of completion of construction, 50% (fifty percent) of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the SPP.

- (v) Remaining performance Bank Guarantee as would be remaining (after recovery all cost plus 15% (Fifteen percent) for rectification of defects, if done by the department or through other agency) shall be returned after 3 years of completion. The performance guarantee will be in addition to the normal security to be deducted as per clause 1 of agreement for the execution of contract.
- (5) The tenderer/contractor shall give in advance authority letter(s) in favor of the SPP, authorizing him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and got confirmed from the concerned Bank. It will be only after getting such confirmation that the SPP shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
- (6) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.
- (7) **For Bituminous Road Works**
- (a) Bitumen of required penetration grade or emulsion shall be procured by the contractor directly from any or all of the Govt. Oil Company viz. Indian Oil Company (IOCL), Hindustan Petroleum (HPCL) and Bharat Petroleum Company (BPCL).
- (b) It shall be obligatory on the contractor to submit within one week of receipt of Bitumen, original first copy of Bitumen invoice(s) (meant for the Buyer/Customer) (not other copies meant for Storage, Transporter etc. etc.) to the concerned Division or Divisions and get the invoice duly stamped and see that suitable entry is recorded by the Division of its use with grade, quantity proposed to be used in particular contract agreements (s)/Division. On the original invoice the contractor shall have to write "..... MT quantity of Bitumen of this invoice is proposed to be used in agreement No. of of Division and quantity in agreement No. of of this or (other named) division in that division's agreement No. of and sign the same.

Contractor(s) shall also furnish a certificate that "This is to certify that I/We have submitted the original and true bill(s) & I am responsible for its veracity".

The Assistant Engineer there after shall countersign the same and submit the invoice(s) to the SPP who shall cause the same to be photocopied and return the photocopy duly certified to the contractor. All original invoices shall be retained by the SPP till the final bill. There after the contractor shall return the attested photocopies of all invoices and take back the original invoices of Bitumen.

- (c) The contractor shall have to install hot mix plant as per clause 504.3.4 of MORTH specification 15 days before starting of bituminous work nearer to the site of work, so as to maintain the temperature of hot mixed materials at work site as per MORTH norms. In case of failure in installing the hot mix plant, it shall be treated as breach of contract and penalty shall be imposed under agreement clause 38
- (d) Contractor shall submit the certificate of availability with him (Owned or based or by procurement against mobilization advances) regarding computerized hot mix plant., Sensor paver/mechanical paver, Vibratory Roller [for 50 mm or more thickness of W.B.M./D.B.M. (With M.S.S./S.D.B.& B.C.)] and other plants and machineries duly certified by SPP or Equivalent officer, along with the E.M.D. envelope, otherwise tender will be disqualified while opening.
- (8) The contractor has to fix reflecting information board, size 120 cms. X 90 cms. One at starting point of the road and another from end point of the road describing the details of work as instructed by E. E. at his costs.
- (9) In case of conflict between “General condition of contract- and the special condition” the terms of special condition s shall prevail.

ANNEXURE – “H”
SOLVENCY CERTIFICATE PROFORMA

(On the letter head of the Bank)

On the basis of transactions/turn over in the account of

(Name and Address)

We are of the opinion that his financial capacity is to the extent of (both figures & words)
Rs.....

This is without any prejudice and responsibility on our part.

Branch Manager
With seal of Bank

Place:

Date :

ANNEXURE - "I"

PROFORMA FOR INTEGRITY PACT

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein after called the Integrity pact) is mad on
 day of the month 20 between, the
 Government of Chhattisgarh acting through Shri
(Designation of the officer,
 Department) Government of Chhattisgarh (herein after called the “BUYER”
 which expression shall mean and include, unless the context otherwise
 requires, his successors in the office and assigns) and the First Party,
 proposes to procure (name of the stores/Equipment/Work/Services) and M/s
 represented by Shri
 Chief Executive Officer
 (herein after called the “BIDDER/Seller” which expression shall mean and
 include, unless the context otherwise requires, his successors an permitted
 assigns) and the second party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/
 Government Undertaking / Partnership/ Registered Export Agency,
 constituted in accordance with the relevant law in the matter and the
 BUYER is a Ministry/Department of the Government performing its
 function of behalf of the Government of Chhattisgarh.

2. OBJECTIVE

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following system that is fair, transparent and free form any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired stores/Equipment/ Work/ Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour of any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and I, implementation of the contract.

- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done nay act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pri-contract negotiation or before signing the contract, shall disclose any payment he has made , is committed to or indents to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER, will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and I, implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER Shall not use improperly, for purpose of competition of personal gain. or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans., technical proposal and business details, including information Contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such Information is divulged.
- 4.8 The BIDDER Commits to refrain from giving any complaint directly or through any other manner without supporting it with full and Verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public Sector Enterprise in India or any Government

Department in India that could Justify BIDDER'S Exclusion from the 6 tender process.

- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER While submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, With the BUYER through any of the following instruments:

(i) Bank Draft or a pay Order in Favor of

(ii) A Confirmed guarantee by an Indian Nationalized Bank, Promising payment of the guaranteed sum to the(BUYER).....On demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive Proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP)

- 6.2 The Earnest Money/Security Deposit Shall be valid upto a period of five years or the Complete Conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3 In the case of successful BIDDER a clause Would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason any reason for imposing sanction for violation of this pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it of acting on its behalf (Whether with or without the Knowledge of the BIDDER) Shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason of giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) Would continue.

(ii) To Forfeit Fully or partially the Earnest Money/ Deposit(in pre- contract stage) and/ or Security Deposit/Performance Bond(After the contract is

signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing prime Lending Rate While in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding Payment could also be utilized to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER Resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middlemen or agent of broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term Close relative, for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter of step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is not longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage , to the Government

servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money form or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BYYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed b the BIDDER shall be final and conclusive on the BIDDER, However, the BIDDER can approach the Monitor(S) appointed for the purposes of this pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department f the Government of Chhattisgarh of a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be Refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of thin pact, he will so inform the Authority designated by the BUYER.
- 9.6 The monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department/within 8 to 10 weeks from the date of reference or

intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER in unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid in such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on
.....

BUYER

BIDDER

Name of the Officer CHIF EXECUTIVE OFFICER

Designation

Department/PSU

Witness

Witness

1.

1.

2.

2.

ANNEXURE – “J”

PROFORMA FOR AFFIDAVIT

I /we, partner /legal attorney/ authorized representative of Shri/Smt./Ms. (Name of bidder), solemnly declared that :

1. I/we have submitted tender for the work Against NIT No./ Tender ID, Dated
2. All information furnished by me/us on line in respect of fulfillment of eligibility criteria and qualification information of this tender is complete, correct and true,
3. All scanned copies of document uploaded by me / us in support of the information furnished online by me / us towards eligibility, are valid and authentic.
4. If any information furnished by me/us online and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility is found to be false/incorrect at any time, the department may cancel my tender and action as deemed fit may be taken against me/us, including termination of the contract, for feature of earnest money and banning/delisting of our firm and all partners of the firm.
5. I/We have never been banned or delisted by any government or quasi government agency or any public sector undertaking.

Or

I/We have been banned by the organization named “-----” for a period of ----- year, effective from ----- to -----

6. I/We confirmed that there is no criminal proceeding registered against my firm or the proprietor of the firm.
7. I/We agree with all the terms and conditions mentioned in NIT and bid document and will be complied by me/us.

Signature of bidder

Date :

Name of bidder
Address with contact number

ANNEXURE – “K”

ADDITIONAL PERFORMANCE SECURITY

क्रमांक एफ 21-5/टी/19/2012/निविदा- राज्य शासन उत्तर द्वारा आदेश क्रमांक एफ 21-5/टी/ 19/12/निविदा, दिनांक 31.03.2015 के बिन्दु क्रमांक -1 को निम्नानुसार प्रतिस्थापित करता है

निविदा प्रपत्र फॉर्म-ए (APPENDIX 2.13) एवं प्रपत्र फॉर्म-बी (APPENDIX 2.14) के DETAILED NOTICE INVITING TENDER (APPENDIX 2.10) के (Annexure-G) Special condition of NIT की कंडिका -1

Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is unbalance i.e. less than the estimated cost by more than 10% to 20%, in such an event the successful bidder will deposit the Additional performance security (APS) to the extent of difference to 90% of the PAC and bid amount in the shape of bank guarantee, issued by approved scheduled bank, for agreement period, in favour of the Executive Engineer before signing the agreement . If the bid amount is seriously unbalance i.e. less than the estimated cost by more than 20% in such an event successful bidder will deposit the Additional performance security (APS) to the extent of difference to 90% of the PAC and bid amount in the shape of F.D.R., issued by approved scheduled bank, in favour the the Executive Engineer before signing the agreement .The bank guarantee/F.D.R shall be released/refund along with the normal S.D. after completion of work. If the contractor fails to complete the work or left the work incomplete, this Additional performance security (APS) shall be forfeited by the department & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case the tenderer/contractor refused to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.

ANNEXURE – “L”
CASH FLOW FOR PERFORMING THE CONTRACT
(applicable for works costing more than 10 crores)

Name of Division..... Name of Contractor AGR. No.

Date.....

Period of Contract Value of Contract I/c Tendered %

(A)	Investment	1st month	2nd month	3rd 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)											
(x)	Total investment											
(B)	Receipt											
I)	Gross Bill Amount											
	Deductions											
a	S.D.											
b	Advance											
c	TDS											
d	Other recoveries if any											
(y)	Total Receipt											
	Net Cash Flow (x-y)											

Note:

- (1) This should co-relate to work Programme/Progress of work during the month.
- (2) Running bill will be expected to be paid within 15 days of the receipt and checking of measurement, quality and quality of items of work executed by the contractor.
- (3) Investment less net receipt for 1st 15 days and then during each month.
- (4) (Final bills is expected to be paid within 2 months of satisfactory completion work.
- (5) Total Investment less Total Receipt (-) be shown in bracket.

ANNEXURE – “M”

Pre-Qualification document above 5 crore above estimated cost of work

Name of work:-

Probable amount of contract: Rs. Lacs

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

Date of issue of Pre qualification and tender form:-

Suptt. Physical Plant
Indira Gandhi Krishi Vishwavidyalaya
Raipur (C.G.)

Qualification Criteria :

- 1 To qualify for award of the contract, each Prime contractor in the same name and style (tenderer), in its name must have in the last five years
 - (a) Achieved in “**any one financial year**” a financial turnover (in all classes of civil engineering construction works of at least 60% (Sixty percent) of the probable amount of contract for which bid has been invited.
 - (b) (i) Satisfactorily completed at least one similar work equal in value 50% (Fifty percent) of the Probable amount of contract as on date of submission of financial offer.
OR
(ii) Satisfactorily complete at least two similar works each costing minimum 40% (Forty percent) of the probable amount of contract for which the tender is invited as on date of submission of financial offer.
OR
(iii) Satisfactorily executing at least one similar work having received payment of value not less than 60% (Sixty percent) of the value of probable amount of contract as on date of submission of financial offer.

Note :- (i) The turn over shall be indexed at the compound rate of 10% (Ten

percent) for each earlier years.

(ii) The value of completed work shall be updated to the value of current financial year @ compounded rate of 10% (Ten percent)

per year from completion year shall be taken as base year.

(iii) Similar work mean road/Bridge/Building as the case many

2 (a) Each tendere must enclose.

- (i) Copy of certificate issued by competent authority of the department in respect of income Tax return, Balance Sheet, Profit & Loss Account including audit report of chartered accountant for the last 5 years.
- (ii) Other certificates as required by department.
- (iii) An affidavit that all the information furnished with the pre Qualification document is correct in all respects; and

(b) Each tenderer **MUST** submit detail information regarding :-

- (i) Availability for construction plants and machineries, Key equipments required for establishing laboratories to perform mandatory tests at the prescribed frequency owned/lease/on hire, as stated in the enclosed list.
- (ii) Availability of consultancy firm/technical personals for construction supervision and quality control of the work as stated in the enclose list.

3 Tenderer who meets the minimum qualification criteria will be Qualified only if their available bid capacity for construction work is equal to or more than the probable amount of contract. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * M - B)$$

Where,

A = Maximum value of all civil engineering work executed in “ any one financial year” during the last five tear (updated to the price level at the current financial year at the compounded rate of 10% (Ten percent) a year taking into account the completed as will as work in progress.

N = Number of years prescribed for completion of the works for which tender is invited (period up to 6 months to be taken as half-year and more than 6 months as one year) Any period beyond 12 months, the period actually mentioned in the N.I.T. shall be considered.

M = 2.5

B = Value, of existing commitments and on-going works be completed during the period of completion of the work for which tender is invited (period up to 6 months to be taken as half-year and more than 6 months as one year) Any period beyond 12 months, the period actually mentioned in the N.I.T. shall be considered.

Note : The statements shoving the value of existing commitments and on-going works, as well as the stipulated period of completion remaining, for each of the works so lited should be countersigned by the Engineer-in charge, not below the rank of an Executive or equivalent.

4 Even though the tenderer meet the above qualifying criteria, they are subject to be disqualified if they have:-

- (i) Made misleading, incorrect or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements

and / Or

- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, unsatisfactory quality of work, inordinate delays in completion, claim and litigation history, or financial failures etc in any department of Govt. Of Chhattisgarh or the state Govt. Organization / services /corporations / local body etc. (by whatever names these are called) within State territory of Chhattisgarh.

ANNEXURE - M (I)**Qualification Information**

1.1	Construction or legal status of Bidder [attach copy]				
	Place of registration of Firm/ company (in case of other than individuals)				
	Principal place of business:				
	Name of Power of attorney holder of signatory of Bid (bidder) [attach copy]				
1.2	Total annual volume of civil engineering construction work executed and payments received each year in the immediate five year in which tenders ate invited. (Attach certificate issued by engineer in Chief's committee) indexed @ 10% (ten percent) compounded per year.	Financial year	(Rs. In crores)		
			"Civil engineering construction work" Turn over in the year	Add for indexing	Total
				1.61	
				1.46	
				1.33	
				1.21	
				1.10	

Note:-

- 1.1** Proprietary firm, partnership firm, company with the certificate of registration by registrar / article and Memorandum of Association with Certificate of Incorporation.
- 1.2** mention and highlights the year, which the tenderer considers for evaluation for the committee.

ANNEXURE- M (2)**Information regarding minimum ones similar work, performed by Prime contractor:-**

- a. One Work completed as similar work during last five years
- b. Or being executing one such similar work.

S. no.	Project name	Name of Employer	Value of contract	Contract No.	Date of issue of work order	Stipulated date of completion	Actual date of completion	Value of work done	Remarks Remarks explaining reason for delay, if any; and the amount of deduction due to delay also mention if any claim or dispute is pending in forum.
1	2	3	4	5	6	7	8	9	10

Note:-

- (i) Attach certificates from the Engineer in charge not below the rank of Executive Engineer or equivalent.
- (ii) Tender may attach certified copies of work order and completion certificate issued by Engineer in charge not below the rank of Executive Engineer.

ANNEXURE-M(3)**Work performed by Prime Contractor on all classes of Civil Engineering Construction Works over the last five years**

S.no.	Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Year wise value of work done as per certificate of employer Rs. In Lacs						Remarks explaining reasons for Delay, if any; and the amount of deductions due to delay also mention if any claim or dispute is pending in any forum.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Note:

- (i) Attach certificates issued by the competent authority of the Department (Engineer in chief's committee).
- (ii) T.D.S. or other certificates shall not be considered for calculation of bid capacity.

ANNEXURE- M(4)**Existing commitments and ongoing all classes of civil engineering construction works, by the Prime Contractor**

Sno	Project Name	Description of work	Contract No & Year	Name & address of the employer	Value of contract (Rs. Lakhs).	Date of Issue of Work Order	Stipulated Date of Completion	Stipulated period of completion in months	Anticipated date of completion **	Value of work done up to date of issue of N.I.T.(Rs. Lakhs)**	Probable value of works remaining to be completed (Rs. Lakhs) **	Anticipated months required for completion of balance works	Value of claims or dispute if any, pending
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note: (i) ** Enclose certificates from Engineer(s) in charge (Not below the rank of Executive Engineer or equivalent) for value of work remaining to be completed, value of work done, anticipated date of completion.

(ii) Tenderer may attach certified copies of work order issued by Engineer in charge not below the rank of Executive Engineer

ANNEXURE-M(5)

Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Total number available	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Nos. (i) Owned, (ii) leased, (iii) hire or (iv) to be purchased	If these are in use in some work, mention the details.	No. of equipments proposed to be utilised <u>in this work</u> (Out of total Nos.)
1	2	3	4	5	6	7

Note :- Enclosed the certificate for owned, leased and hiring of above plant and machineries.

ANNEXURE-M(6)**Qualifications of consultants/each technical personnel proposed for the Contract.**

Position	Name	Qualification	Date from which they are working in the bidders organisation	Years of experience				Remark
				Road Works	Building Works	Bridge works	Others	
1	2	3	4	5(a)	5(b)	5(c)	5(d)	6

- Note :-** 1- If any personal is proposed to be engaged, furnish details here under:- (if necessary use separate sheet for each –for C.V.)(Enclose certificates)
- 2- If any technical persons are to be changed during the construction periods, than it can be changed with prior intimation to the Engineer in charge.

ANNEXURE-M(7)

Financial reports for the immediate previous five years: balance sheets, profit and loss statements, audited auditors' reports, etc., list below and attach copies.

Year	Income Tax Clearance Certificate (optional)	Balance Sheet	Profit & loss statements	Reserve brought forward in any	Net credit Balance if any [for debit show (-)]	Auditor's Report	Other information if the bidder wishes to submit
1	2	3	4	5	6	7	8

ANNEXURE-M(8)**Information on current claims, arbitration, litigation in which the Bidder is involved.**

Sl. No.	Name of Other party(s)	Agt. No. date year and Deptt.	Brief of cause of claims, arbitration /dispute (give reference of contract details)	Where Litigation pending (in the department/Court/arb itration) (mention Deptt./Court /Arbitration)	Amount involved/ claimed
1	2	3	4	5	6

Can use separate sheets for each agreements if necessary.

ANNEXURE-M(9)

**List of key plant & Equipment to be deployed on Contract Work (Building/Bridge)
to be filled by the SPP as per their requirements**

Sl.	Type of Equipment	Maximum age as on 1.4.2013 (years)	Contract Package Size			
			From Rs. 5 Cores to Rs.10 Cores	From Rs. 10 Cores to Rs 30 Cores	From Rs. 31 Cores to Rs. 50 Cores	From Rs. 51 Cores to Above
1	2	3	4	5	6	7
	Total					

ANNEXURE-M(10)**List of Technical person to be deployed on Contract work**

Sl.	Personnel	Qualification	Contract Package Size			
			From Rs. 5 Cores to Rs.10 Cores	From Rs.10 Cores to Rs.30 Cores	From Rs. 30 Cores to Rs.50 Cores	From Rs. 51 Cores & Above
1	2	3	4	5	6	7
1	Project Manager	B.E. Civil + 15 years Exp. (5 years as manager)	-	1	1	1
2	Site Engineer	B.E. Civil + 10 years Exp. (5 years in roads construction)	1	1	2	4
3	Plant Engineer	B.E. Mech.+ 10 Years Exp. or Dip. Mech+ 15 years Exp.	1	1	1	2
4	Quantity Surveyor	B.E. Civil + 7 Years Exp. or Dip. Civil + 10 Years Exp.	1	1	1	2
5	Soil & Material Engineer	B.E. Civil + 10 years Exp.	1	1	1	2
6	Survey Engineer	B.E. Civil + 5 years Exp. or Dip. Civil + 8 years Exp.	1	1	1	2
		Total				

Note :- The list of the Technical persons as mentioned above are tentative. Commissioner/CMO can modified the above list of the Technical persons as per their requirements.

Annexure-M(12)**Affidavit**

I.....S/o.....
 Aged.....years.....resident.....of.....
 (address.....)
 (For and on behalf of), do here by
 and herewith solemnly affirm / state on oath that : -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief .
2. I have not suppressed or omitted any information as is required.
3. I am/we are/ none of our partner of director is neither black listed nor debarred by Govt. of India / Other State Govt. Departments / Chhattisgarh State Govt. Departments / Semi Govt. Departments. (C.G. & Other Govt.)
4. I do here by and herewith solemnly affirm/state on oath that all information furnished in annexure 5 is correct. Plants & machineries shown in said annexure are hire/leased/owned by me/our firm/our company. Plants & machineries which are shown in the said annexure of P.Q. document will be deployed on the work before 15 days of start of the activity (requiring the use of plant/machinery) as mentioned in work programme given by me/our firm/our company.
5. I do here by and herewith solemnly affirm/state on oath that all information furnished in annexure 6 is correct. Technical persons shown in said annexure are employed with me/our firm/our company. Technical persons which are not shown in the said annexure, but required as per annexure 11 will be arranged by me before signing the agreement, when work is allotted to me/our firm/our company.
6. I hereby authorize the Superintendent of Physical Plant IGKV, Raipur to get all the documents verified from appropriate source(s).

Deponent

(.....)

Authorized signatory /

for and on behalf of

(affix seal)

Verification

I.....S/o..... do here by
 affirm that the contents stated in Para 1 to 6 above are true to the best of my knowledge
 and believe and are based on my / our record.

Verified that this..... date of200...at
 (Place).....

Seal of attestation by a Public Deponent

Notary with date (.....)

Authorized signature /

for and on behalf of.....

(affix seal)

WORK PROGRESS INFORMATION - I

NAME OF WORK :

NAME OF CONTRACTOR :

AGR. No. :

DATE OF WORK ORDER :

DUE DATE OF COMPLETION :

EXTENSIONS GRANTED/APPLIED UP TO :

DETAILED WORK PROGRAMME - ORIGINAL/1st Revision/2nd Revision/....
Revision)

WORK ITEMS

[illegible]

WORK PROGRESS INFORMATION - II

MONTHLY TARGET Vs. ACTUAL ACHIEVEMENT

Cumulative Achievement of item of work for the month ending of dated

Agt. No. Name of Work

Date of W.O. Date of Completion

Extension of applied upto

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

Comments of SPP if any

Contractor