

Nagar Panchayat MARO, Chhattisgarh

REQUEST FOR PROPOSAL FOR

Revamping of Material Recovery Facility (MRF) including
installation of Machinery and construction of Compost Plant in
Municipal Areas of MARO, Chhattisgarh

TENDER DOCUMENT

Form “A” (PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS)

E-Procurement Tender Notice

Portal: <http://eproc.cgstate.gov.in>

PAC Amount: Rs 29.67 Lakhs

COST OF TENDER DOCUMENT& BID PROCESSING FEE – Rs.10,000.00

OFFICE OF THE CHIEF MUNICIPAL OFFICER

MARO

DISTRICT: Bemetara

CHHATTISGARH

Web site: <http://uad.cg.gov.in>

E-mail ID: <<npmaro@gmail.com>>

Contact:<<9098961418>>

OFFICE OF THE NAGAR PANCHAYAT MARO
CHHATTISGARH

NOTICE INVITING TENDER

Main Portal: <https://eproc.cgstate.gov.in>

SYSTEM TENDER NO/ 193793/NIT NO:297

Dated 19/06/2026

Online tender are invited by the Chief Municipal Officer, MARO for the following work in Form "A" for **PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS** from the contractors registered with Unified Registration System (Single Window) on GoCG PWD & e-Procurement System Portal (<https://eproc.cgstate.gov.in>) as per the 'key Dates' mentioned below. All other conditions for submission of tenders and criteria for prequalification etc. have been mentioned in the tender documents. SOR- Building SOR 2015, Electrical SOR 2020, PHE SOR 2020, Road SOR 2025.

Sr. No	Name of Work	Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO, Chhattisgarh
1	Probable Amount of Contract	Rs 29.67 Lakhs
2	Method of Selection	Least cost selection method will be used: The Contractor quoted least cost in the financial offer will be declared as successful Bidder.
3	Earnest Money (EMD)	Rs 14800 (Fourteen Thousand Eight Hundred) in form of TDR/FDR in favour of Chief Municipal Officer, MARO. Note: - The EMD should be valid for at least 12 months from the Bid due Date & shall be in auto-renewal mode. EMD will be returned to unsuccessful bidders after the award of contract. For the successful bidder, the EMD shall only be released upon submission of Performance Guarantee as per tender documents.
4	Time allowed for completion (including rainy season)	<ul style="list-style-type: none">• Construction Period – 06 months (from the date of issuing of Work Order) including rainy season.• Trial run – 03 months.
5	Cost of Tender document fee	Rs. 10000/- (Rupees Ten Thousand only) in the form of DD in favour of CHIEF MUNICIPAL OFFICER, MARO.
6	Validity of offer	120 days from the last date of submission of bid.
7	Class of Contractor	In Class D or above registered with Unified Registration System (Single Window) on GoCG PWD.
8	Joint Venture	Not Allowed

For further clarifications regarding Digital signature, The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 1800 419 9140 or through Email ID pro-chips@gov.in they may

Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of Maro, Chhattisgarh
contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech Promotion Society (CHIPS) on Tel. No. 0771-4014158.

The tender documents containing detailed terms & conditions are available for free download on GoCG e-Procurement portal <http://eproc.cgstate.gov.in> through sub portal of Urban Administration & Development Department <http://uad.cg.gov.in> Bidders have to quote online their prices along with Technical and Commercial bids in prescribed formats on the above mentioned portal only.

The Bidders intending to participate in this Tender are required to get enrolled on the above-mentioned website and get empaneled on the Sub-Portal of Urban Administration & Development Department. Enrolment on the above-mentioned Portal is mandatory. As the online Bids are required to be digitally signed, Bidders are required to obtain Class – II Digital Signature Certificates (DSCs).

The Bidders are also invited to get themselves trained on the operations of the e-Procurement System. Bidders may get in touch with the Service Provider of the e-Procurement System for confirming the time and date for their training session.

CHIEF MUNICIPAL OFFICER,
MARO

Copy Forwarded to

1.
2.
3. Notice Board

CHIEF MUNICIPAL OFFICER,
MARO

SYSTEM TENDER No. 193793

NIT No. / 297/SBM-U 2.0 / 2026-27 MARO,

Dated 19/06/2026

Key Dates

Task	Date	Time
Bid Start Date	19-06-2026	21:00
Bid Due Date	06-07-2026	17:00
Physical Doc Submission End Date	08-07-2026	17:00
Bid Open Date (Scheduled)	09-07-2026	11:00

CHIEF MUNICIPAL OFFICER,
MARO

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**OFFICE OF THE MARO
CHHATTISGARH**

1. DETAILED NOTICE INVITING TENDER

SYSTEM TENDER NO/193793/NIT NO:297 Dated 19/06/2026

Online tenders are invited by the CHIEF MUNICIPAL OFFICER, MARO for the following work in Form "A" for **PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS** from the contractors registered with Unified Registration System (Single Window) on GoCG PWD & e-Procurement System Portal (<https://eproc.cgstate.gov.in>) as per the 'key Dates' mentioned below. All other conditions for submission of tenders and criteria for prequalification etc. have been mentioned in the tender documents. SOR-Building SOR 2015, Electrical SOR 2020, PHE SOR 2020, Road SOR 2025.

Name of work	Probable amount of contract (Rs. in Lakh)	Earnest money (Rs. in Thousand)	Time allowed for completion	Cost of Tender Document (in Rupees)	Validity of the Bid (From the last date of bid submission)	Class of the Contractor
Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO, Chhattisgarh	Rs 29.67 Lakhs	Rs 14800 (Fourteen Thousand Eight Hundred)	<ul style="list-style-type: none"> • Construction Period – 06 months (from the date of issuing of Work Order) including rainy season.. • Trial run – 03 months. 	10000.00 (Rupees Ten Thousand only)	120 days	In Class D or above registered with Unified Registration System (Single Window) on GoCG PWD

NOTES:

- 1 Tenders are invited in Form "A" with bid capacity online from Class D contractors of registered in E-Registration (Single window registration applicable) under Chhattisgarh Government for similar work on GoC e-Procurement System for the following work as per schedule of rates for Road works issued by Engineer-In-Chief PWD Raipur in force from 01.01.2025, Building S.O.R. in force from 01.01.2015, ELECTRICAL S.O.R 01/07/2020, and amendments applicable up to date of issue of NIT and Item Rate. The tender documents can be purchased from the UADD website <http://uadd.cgprocurement.gov.in>

directly through online of the cost of tender form on or before date and time mentioned in this NIT.

Cost of tender form: - As per NIT

- 2 The electrical work shall be executed by civil contractor by engaging the person(s) only who possess proper valid electric license issued by the competent authority of the state Government.
- 3 Not more than one tender shall be submitted by any contractor or by a firm of contractors.
- 4 No two or more concerns in which an individual is interested, as a proprietor and/ or partner shall tender for the execution of the same Work. If they do so all such tenders shall be liable to be rejected
- 5 The authority competent to accept the tenders shall be as per Municipal Corporation Act 1956/Municipalities Act 1961 and update Amendments.
- 6 Tender document consisting of plans, specifications, schedule(s) of quantities of the various items of work to be done, the conditions of contract and other necessary documents, together with addressed envelopes to be used for return of forms and other documents will be open for inspection and issued/sold as Tender Fees and Timeline defined in this NIT
- 7 The copies of others drawings and documents pertaining to the work signed for the purpose of identification by the accepting office or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the offices of Nagar Panchayat, MARO during working hours between up to the date mentioned in clause 1 & 6 above.
- 8 Tenders shall not be received by any other means like ordinary post or personal delivery.
- 9 Any manual tender received through registered post (AD.) Speed post after close of office hours of the prescribed dead line for receipt of tenders shall not be received from the postman and or if received shall be returned back to the tenderer unopened. All other tenders received before the prescribed deadline for receipt of tenders shall be in kept in safe custody with the Clerk of the office of Commissioner/ Chief Municipal Officer/Executive Engineer/Engineer in charge (as the case may be) till the prescribed time for opening of tenders.
- 10 On line and /or manual tenders shall be opened on date and time specified in NIT at office of the Commissioner/ Chief Municipal Officer/ Executive Engineer / Engineer in charge before the contractors or his authorized representative intending to be present
- 11 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Municipal Corporation/ Chief Municipal Officer.
"Received late on date 09-06-2026 at 17:00 hence not entertained and returned
- 12 Registration for e-tendering is to be done on website (Sub-portal) <https://eproc.cgstate.gov.in>.
- 13 The tender documents containing detailed terms & conditions are available for free download on GoCG e-Procurement portal (<http://eproc.cgstate.gov.in>) Bidders have to quote online their prices along with Key Submission and Technical bid (as per PQ criteria) in prescribed formats on the above mentioned portal as per the details mentioned in the tender document.
- 14 The Bidders intending to participate in this Tender are required to get enrolled on the above-mentioned website. Enrolment on the above-mentioned Portal is mandatory. As the online Bids are required to be digitally signed, Bidders are required to obtain Class – II Digital Signature Certificates (DSCs). The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 1800 419 9140 or

through Email ID – pro-chips@gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech Promotion Society (CHIPS) on Tel. No. 0771-4014158.

- 15 Validity of bid - 120 days from the last date of submission of the proposal.
- 16 The department reserves the right to change the key dates of the tender process.
- 17 Bidders are advised to visit the site sufficiently in advance of the date fixed for the submission of the tender at their cost. The Tenderer shall be deemed to have full knowledge of all relevant documents and site conditions, assessment of work etc. whether the bidder inspects it or not.
- 18 A Prebid meeting in context of this project shall be held as stated above in NIT. The contractors shall give their suggestions and conditions in writing based on which Corrigendum / Amendments / clarifications shall be framed and uploaded on the website which will supersede the original NIT Conditions unless otherwise specified.
- 19 Cess @ 1 % (one percent) or latest shall be deducted at source from every bill of contractor under "Building and other Construction for workers welfare, Cess Act, 1996.
- 20 The Nagar Panchayat, MARO reserves the right to reject any part of / whole tender without assigning any reason and to restrict the list of pre-qualified bidders to any number deemed fit by it.
- 21 If any bidder withdraws his offer before the validity period or makes / propose any modifications in the terms and conditions of the tender, the earnest money of said bidder shall stand forfeited.
- 22 Before the deadline for submission of tender, the CHIEF MUNICIPAL OFFICER, MARO can modify tender document by issuing amendment & corrigendum.

Envelop wise Document submission

The bidder is required to submit the documents listed below, in accordance with the instructions provided.

1 Physical Submission

The bidder is required to submit the documents (in physical) as listed below:

a. Envelop- "A"

- i. The tender fee as mentioned in NIT in original. It is non-refundable.
- ii. The Earnest Money Deposit (EMD) in the form of FDR/TDR of a Nationalized /Scheduled bank of India in favour of the "CHIEF MUNICIPAL OFFICER, MARO" payable at MARO' which will be returned to the unsuccessful Bidders after the award of contract. The EMD as mentioned in NIT should be submitted in Original with Physical Envelope "A" and Scan copy (Online).
- iii. Attested copy of CG PWD Valid Registration Certificates (Class D and above) and Partnership Deed, registration, amendment certificate (as the case may be)
- iv. Attested copy of PAN card issued by I.T. Department
- v. Attested copy of Valid GST/ CGST Registration must be valid up to Bid due date as per key dates otherwise tender will be disqualified
- vi. Valid Bank Solvency certificate (INR 4.45 lakhs) in Bank Letter Head. (Not Older than 12 Months from Bid due date) Mention the Bank Dispatch No. or Ref. No. or Verifiable unique number or

Date (otherwise tender will be disqualified while opening)

- vii. Appendix – 4 Affidavit Non Black listed, Claim, Litigation & Arbitration on Non-Judicial stamps of Rs. 100 in original
- viii. Bid Form (With Out Price) -Appendix 5 in original
- ix. Appendix 6 Power of Attorney in original. The Bidder should submit a Power of Attorney (POA) as per the format, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favor of executant. (not required if bid signed by Proprietorship and bidder is a proprietorship firm)

Note: Any bidder fails to submit Tender fee in original and EMD in original within stipulated timeline then its bid will be rejected.

2 Online Submission in e-tendering website- <https://eproc.cgstate.gov.in>.

The bidder is required to submit the documents (online) as listed below:

a. Envelop- "A"

- i. The tender fee as mentioned in NIT (scan copy (online))
- ii. The Earnest Money Deposit (EMD) in the form of FDR/TDR of a Nationalized /Scheduled bank of India in favour of the "CHIEF MUNICIPAL OFFICER, MARO" payable at MARO (scan copy (online)).
- iii. Attested copy of CG PWD Valid Registration Certificates (Class D and above) and Partnership Deed, registration, amendment certificate (as the case may be) (scan copy (online)).
- iv. Attested copy of PAN card issued by I.T. Department (scan copy (online)).
- v. Attested copy of Valid GST/ CGST Registration must be valid up to Bid due date as per key dates otherwise tender will be disqualified (scan copy (online)).
- vi. Valid Bank Solvency certificate (INR 4.45 lakhs) in Bank Letter Head. (Not Older than 12 Months from Bid due date) Mention the Bank Dispatch No. or Ref. No. or Verifiable unique number or Date (otherwise tender will be disqualified while opening) (scan copy (online)).
- vii. Appendix – 4 Affidavit Non Black listed, Claim, Litigation & Arbitration on Non-Judicial stamps of Rs. 100 (scan copy (online)).
- viii. Bid Form (With Out Price) -Appendix 5 in original (scan copy (online)).
- x. Appendix 6 Power of Attorney in original. The Bidder should submit a Power of Attorney (POA) as per the format, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favor of executant. (scan copy (online)). (not required if bid signed by Proprietorship and bidder is a proprietorship firm)

Note:

In case of any discrepancy in the documents, the document submitted physically shall prevail over the online submitted documents.

b. Envelop- 'B'(Technical Bid - Submit online only).

- i. Partnership deed /MOA of company/Firm/Company valid Registration documents
- ii. Technical & Financial prequalification documents
- iii. Bid Capacity
- iv. Affidavit regarding Balance amount of work in hand
- v. ITR of last five years (up to 31.03.25)
- vi. The bidder should have a positive net worth in last FY i.e 2024-25. The certificate from C.A. shall be attached.
- vii. As per Pre-Qualification Criteria mentioned in PQ document. (Appendix-1 to 6)

c. Envelop- "C" - (Financial Bid - Submit Online only)

- i. Percentage Rate offer (Cost of works + cost of 03 Months Trial Run) (including GST, other taxes etc.) shall be submitted online only.

Note-1) Physical submission of Envelope C shall not be considered.

2) Checklist for all documents required to be submitted with Bid is mentioned in Annexure F

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 conditions of the Notice Inviting Tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of tender condition as may be applicable for the work, the CHIEF MUNICIPAL OFFICER, MARO will restrict the contractor/firm for a period of one year in participation of all tenders. If the Bidder has committed a similar default after restriction period on earlier occasion(s) as well, then CHIEF MUNICIPAL OFFICER will recommend for demotion in registration to the committee of 'Unified Registration System' (e-Registration) with Chhattisgarh P.W.D. State Governments will be permanently. This special condition will supersede anything contrary to it in the tender document.

Bidders are advised to go through the Notice Inviting Tenders & the complete tender document /P.Q./Bid Capacity document thoroughly and all Certificates, appendices, enclosures as mentioned in the document will have to be submitted by the bidders strictly in the prescribed format, at the time of submission of Technical bid, failing which the bidder shall be disqualified for the work & financial offer of the bidder shall not be opened and no representation, appeal or objection, what so ever in this regard shall be entertained by the department.

2. PRE-QUALIFICATION DOCUMENT

Eligibility and qualification of the bidder (The "Bidder", which expression shall, unless repugnant to the context) will be first examined based on the details submitted ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online ("Financial Bid") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. **For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only.** No physical hard copy of Financial Bid is to be submitted by the Bidders.

2.1 PRE-QUALIFICATION CRITERIA

The minimum eligibility criteria in respect of particular experience to be fulfilled by the bidder are as follows:

S. No.	Pre-qualification Criteria
	To Qualify for award of Contract, each bidder must have achieved following criteria in last Five(5) years:
1	Achieved in “any one financial year” from last 05 FY i.e 2020-2021 to 2024-25, a financial turnover (in all classes of civil engineering construction works) of ‘construction work’ of at least 60% (Sixty percent) i.e. INR 17.80 Lakhs of the probable amount of contract for which bid has been invited.
2	The Bidder shall have experience of successfully completed Assignment/Project mentioned in criteria as mentioned below: (i) Satisfactorily completed at least one ‘similar work’ equal in value 50% (fifty percent) i.e. INR 14.84 Lakhs of the Probable amount of contract as on date of submission of financial offer. OR (ii) Satisfactorily completed at least two ‘similar works’ each costing minimum 40% (forty percent) i.e. INR 11.87 Lakhs 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) i.e. INR 17.80 Lakhs of the value of probable amount of contract as on date of submission of financial offer. Note: ‘Similar work’ means Setting up of Solid Waste Processing facility i.e., Municipal Material Recovery facility (MRF) / Composting Facility / Bio-Methanation / Waste to RDF / Waste to Electricity. OR Civil Construction of Building / Infrastructure Projects
3	Joint Venture – Not Allowed
4	Bid Capacity = $(2.5 \times A \times N) - B$ Where A= Maximum value of all civil engineering work executed in “any one financial year” during the last five year (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 well as work in progress. Where 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. Where 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.

The bid capacity of contractor/firm/company should be equal, or more than the PAC shown in NIT.

Note: -

- Bidder should submit Work order/Agreement and Completion/Experience Certificate signed by Executive Engineer or Equivalent or above for Assignment/Projects.
- Bidder should submit Copy of certificate issued by competent authority of the department in respect of Income Tax return, Balance Sheet, Profit & Loss Account including audit report (if applicable) of chartered accountant for the last 5 years.
- For ongoing projects, experience certificate issued by client to be submitted by the bidder shall not be older than 6 months from date of submission of financial offer.
- The turnover shall be indexed at the compounded rate of 10% (Ten percent) for each earlier years.
- 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 of work. The completion year shall be taken as base year.
- Bidder should submit other certificates as required by department.
- **Note: Financial turnover (in all classes of civil engineering construction works) of 'construction work' and networth be certified by the Chartered Accountant on its letterhead also fulfilling the requirements of ICAI regarding Unique Document Identification Number (UDIN).** For more information visit <https://udin.icai.org/>

Note:-

1. The experience certificate of work executed in Govt./Semi Govt./Public Sector undertaking/Urban Local Body, issued by an officer not below the rank of Executive Engineer or equivalent shall be acceptable. The Experience certificate of successful completion of work in contractor's/ firm's/ company's own name indicating name of work, Agreement no. work order no. and date, amount of contract, stipulated period of completion, actual period of completion during last Five years from Bid Due Date shall be acceptable.
2. Any subcontracting work done anywhere in India, during last Five years preceding the Bid Due Date, with prior approval of competent Authority (Govt/Semi Govt/ULBs), such subcontractor will also get the credit for work towards his experience.
3. Experience of work done by way of subletting directly from selected bidder/contractor without prior approval of competent authority will not be considered.

2.2 OTHER CRITERIA

The Bidders should submit their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.

Even though the tenderer meets 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.
- ii. Other condition including qualification and details of work can be seen in the office of the undersigned during office hours and downloaded online directly from the portal <http://eproc.cgstate.gov.in> and shall be submitted online on or before date mentioned above. This NIT shall also form the part of agreement. The details can be viewed on the website <http://eproc.cgstate.gov.in>.

CHIEF MUNICIPAL OFFICER,
MARO

3. INSTRUCTIONS FOR BIDDERS

3.1 Submission of Tenders

1. The Bidders shall also, have to submit Bids as mentioned in detailed NIT as per mentioned key dates. The bidder is required to submit the documents listed below, in accordance with the instructions provided below and in detailed NIT.

2. **Physical Submission**

The bidder is required to submit the documents (in physical) as below:

- a. **ENVELOPE - A (To be Submitted Physically)**

- i. The envelope shall contain the Earnest Money, Tender Fees in original. The envelope shall contain all documents as mentioned in detailed NIT. The physical bid will be sealed in an outer envelope which will bear the address of the ULB, RFP Notice No. and name as indicated in detailed NIT. It should also include address of the bidder. If the envelope is not sealed and marked as instructed above the ULB assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent losses, if any, suffered by the bidder.
 - ii. The Physical Earnest Money which is to be submitted manually in Physical Envelope – A where it should be clearly written on the envelope as under

ENVELOPE - A
EARNEST MONEY
RFP NOTICE NO. AND NAME
FROM - (... NAME OF CONTRACTOR...)

and should reach CHIEF MUNICIPAL OFFICER, MARO as per date and time mentioned in the key dates.

3. **Online Submission**

The bidder is required to submit the documents online in e-tendering website- <https://eproc.cgstate.gov.in> as listed below:

- a. **ENVELOPE - A (Online)**

- i. The online envelope shall contain the scan copy of Earnest Money, Tender Fees. The envelope shall contain scan copy of all documents as mentioned in detailed NIT.

- b. **ENVELOPE – B (To be submitted online only)**

- i. The Second Online envelope shall contain terms and conditions and all the technical details and specifications of the proposed work and documents as mentioned in detailed NIT. The Scanned copy of terms and conditions, along with technical specifications and drawings etc. The following supporting documents to be submitted for ascertaining the criteria specified.
 - ii. Experience certificate of successful completion of work of same nature in contractor's / firm's / company's own name indicating agreement no., work order no. and date, amount

of contract, stipulated period of completion, actual period of completion during last Five years. The certificate should be issued by an officer not below the rank of Executive Engineer and shall be countersigned by the officer not below the rank of Executive Engineer or equivalent. The experience of Sublated works shall not be considered.

- iii. The details of works in hand indicating name of work, Agreement no., work order no., and date, amount of similar contract, period of completion, value of work and balance work in hand with details of work on the date of submission of Tender.
- iv. Deleted.
- v. Financial turnover of construction works during last five financial years i.e. 2020-2021 to 2024-2025 and prequalification documents in footstool be submitted online in Envelope "B".

c. ENVELOPE - C (To be Submitted online only)

- i. This Envelope shall contain only the Percentage rate offer. The tenderer shall have to duly fill their Percentage rate offer in appropriate online form meant for it.

4. Number of Bids and costs thereof:

No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The ULB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

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

- a. The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof

5. RATES:

5.1. The schedule of items: The schedule of all items of work to be executed is enclosed as Annexure – E

5.2. Percentage rate tender in form "A"

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

Note: For the Non- SOR items following provisions shall apply:

- a. Quoted percentage Rates Below Probable Amount of Contract (PAC):

Where the contractor has quoted percentage rate lower than the Probable Amount of Contract, payment for the NON-SOR items shall be made strictly at the quoted rates.

- b. Quoted Rates Above Probable Amount of Contract (PAC):

Where the contractor has quoted percentage rates higher than the Probable Amount of Contract, payments for the NON-SOR items shall be restricted to the rates specified in PAC or Bill of Quantities (Annexure E of the Notice Inviting Tender).

- c. **Binding Nature:** These provisions shall be binding on the contractor and shall form an integral part of the contract.

5.2.2: 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 in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the corrections should be duly attested and dated prior to the submission of tender.

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

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

5.2.3: The percentage tendered by the contractor will apply to those rates which find place in the Schedule of rates mentioned in clause 5.2.1 or have been derived from the said Schedule of rates and not to other items of work.

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

5.2.5: 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.)

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.

The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect, laid down in MORTH / I.R.C. Specification / CPWD Specification / ISI Code for building and electrical works to be done, has thoroughly inspected the quarries

with their approaches, site of work, etc., and satisfied himself regarding the suitability and availability of site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

3.2 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") 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 General conditions of contract

(ii) for item rate tender (form B) - as provided in clause 13 of the General conditions of contract
Earnest Money

Tenderer will submit with the Earnest Money, as per NIT, in the form of Fixed Deposit Receipt/Term Deposit Receipt in favour of the "CHIEF MUNICIPAL OFFICER, MARO" payable at "MARO, Chhattisgarh". Bid without EMD shall be rejected.

No tender will be considered without the deposit of the specified earnest money which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority:-

The Earnest Money of the successful tenderer will be retained as part of the Security Deposit and returned after submission of Performance Security.

3.3 Form of Earnest Money

In shape of FDR/TDR from Nationalized bank or scheduled bank drawn in the favour of "Chief Municipal Officer, MARO" payable at "MARO" will be submitted by the bidder. The validity of Earnest Money should be for 12 months from the Bid Due Date.

3.4 Earnest Money In Separate Covers

The Earnest Money, in any one of the prescribed forms should be deposited as mentioned under respective para of NIT. If the Earnest Money is not found in accordance with the prescribed mode, the tender of the tenderer shall not be opened and bids shall be rejected.

3.5 Adjustment of Earnest Money

Deleted

3.6 Refund of Earnest Money

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.

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.

3.7 Security Deposit

a. Performance Guarantee

To ensure proper execution of the contract as per the tender terms, the contractor must submit a Performance Guarantee amounting to 5% of the accepted contract value (including construction and trial run). This guarantee can be provided either as a Bank Guarantee (in the format specified in Appendix 7 of the NIT) or in the form of a FDR/TDR.

- The guarantee must initially remain valid through the Defect Liability Period.
- If the project timeline is extended, the contractor is responsible for extending the validity of the guarantee accordingly.
- After Two years of completion of construction. 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank guarantee/FDR/TDR 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 36 months of completion. The Performance Guarantee will be returned without interest.

b. Security Deposit from Running Bills

In addition to the Performance Guarantee, a 5% security deposit will be deducted from each running bill.

- 50% of this deposit will be refunded upon completion of the work, as certified by the Engineer-in-Charge.
- The remaining 50% will be refunded after the Defect Liability Period ends or upon settlement of the final bill, whichever occurs later.

c. Defect Liability Period-The Defect Liability Period is defined as 36 months from the date of completion of the work.

3.8 Implication of Submission of Tenders

1. Bidders are advised to visit the site sufficiently in advance of the date fixed for the submission of the tender. The Tenderer shall be deemed to have full knowledge of all relevant documents and site conditions etc. whether the bidder inspects it or not.
2. The submission of a tender by the bidder implies that he has read the notice, conditions of the tender and all the contract documents and has made himself fully aware of all the standards and specifications in this respect laid down in the relevant IS specifications, IRC specifications, CPHEEO manual and Annexures having the scope and the specification of the work to be done. The contractor will be deemed to have seen the site of works.
3. The bidder shall make their own arrangement for supply of water for construction, purposes. No lead and lift for any material including water will be paid. The tender offer should be inclusive of all leads and lifts for the materials. The contractor should himself verify the leads & Royalty Charges of different materials before submitting the tender.

3.9 Escalation

The scope of work includes all costs, and no escalation will be paid on the financial bid quoted by the Successful Bidder.

3.10 List of Works in Progress

Tenders must be accompanied by a list of Contracts already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing therein. The amount of each contract balance of work remaining to be done and the amount of solvency-certificate produced by the bidder at the time of enrolment in the department.

3.11 Relationship

The bidder shall not be permitted to tender for works in the MARO, (responsible for award and execution of contract) in which his near relative is posted. He shall intimate the names of his near relative working in Chhattisgarh State and MARO. He shall also, intimate the name of person working with him in any capacity or subsequently employed by him and who are near relatives to any Gazette Officer in the Chhattisgarh. Any breach of this condition by the bidder would render himself liable to be removed from the approved list of contractors.

NOTE: - By the term “near relative” is meant wife, husband, parents and son, Grandson, brothers, sisters, brothers in laws, father-in-law and mother-in-law.

4. OPENING AND ACCEPTANCE OF TENDERS

4.1 Place and Time of Opening

1. The tenders shall be opened at time and place stated in detailed NIT. In the first instance, the Physical envelope containing the earnest money shall be opened. If the earnest money is found proper, the online envelope-A containing the Earnest Money details, its scanned copy and scan copy of documents required as minimum qualification to bid shall be opened. If the tenderer found qualified as per minimum qualification, the online Envelope B) will be opened.
2. The tenders shall be opened at time and place stated in detailed NIT. In the first instance, documents required as minimum qualification to bid shall be opened. If the tenderer found qualified as per minimum qualification, the online Envelope B will be opened. The Tender may ask for clarification from bidders during evaluation and after opening of bid in case required.
3. After short listing of prequalified contractors, their online financial offers shall be opened. The contractor having quoted Percentage rate in prescribed online proforma and arrived at a minimum cost shall be declared as the lowest bidder (L1 Bidder).

4.2 Power of the Chief Municipal Officer

The CHIEF MUNICIPAL OFFICER, MARO does not bind himself to accept or recommend for acceptance to the higher authority, the lowest or any tender or to give any reasons for his decision.

4.3 Conditional Tender

Conditional tenders are liable to be rejected.

4.4 Canvassing

1. 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 of penal action under section 8 of C.G. Vinirdishta Bhrashtachar Acharan Nivaran Vidheyak, 1982.
2. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually shall not be entitled to submit another Bid. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.5 Submission of Tender

Sealed envelope of EMD and other sealed envelope stipulated in the NIT before the stipulated date shall only be opened.

4.6 Authority Of Engineer-In-Charge

The authority competent to accept a tender, reserves the right for accepting the tender for the whole work or for a distinct part of it, or distributing the work between two or more Bidders. All works to be executed under this contract shall be executed under the direction and subject to the approval in all respects, of concerning Engineer-in-charge of the MARO under which the work is being executed, he shall be entitled to direct at what point or points and in what manner works are to be commenced and from time to time carried out.

4.7 Validity of Offer

1. Tender shall remain valid up to 120 days from the last date of submission of financial offer and in the event of the Bidders withdrawing the offer before the aforesaid date for any reason whatsoever, Earnest Money Deposited with the tender shall be forfeited to the Government.
2. In the event withdrawing their offer before the expiry of the period of validity of offer or failing to execute the agreement as required in notice inviting tender (N.I.T.), the bidder will not be entitled to tender for this work. In case of recall of tenders, in addition to forfeiture of their earnest money as per provisions of condition of the N.I.T., as may be applicable for the work, if the bidder has committed a similar default on earlier occasion(s) as well, then their registration in the department may be suspended temporarily for a period of 2 (two) years, from such date as may be ordered by the authority who had registered the bidder

5. PROJECT INTRODUCTION

5.1 Project Background

- 1 MARO is a significant industrial hub in Chhattisgarh, with a population of 6596 according to the 2011 census. It is strategically located along the Narayan to Navagarh highway, covering an area of 6.16 sq. km and divided into 15 wards. The city plays a vital role in the industrial landscape of the state. Currently There are approx. 1971 households, 64 commercial establishments, 8 institutes like schools, banks etc which generates municipal solid waste.
- 2 This Project require design solid waste management system in MARO ULB and identifies feasible technologies for processing and disposal of MSW. Based on the analysis and all the studies, it is proposed that processing of MSW into compost and RDF and recovery of recyclables through Compost and Material Recovery Facility (MRF) plant is the most feasible technology based on quantity of waste generation, land availability, waste characteristics and volume reduction of waste.
- 3 MARO Nagar Panchayat has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable, and sustainable. Solid Waste Management (SWM) is the priority area of service delivery and ULB has been making continued efforts in improving Solid waste management in MARO for the past few years.
- 4 The approximate waste generated in the ULB area is 2.66 TPD in 2026. The ULB intends to

enter into a contract with selected contractor to implement the project of revamping of all existing SLRM to convert it into MRF and setting up 2 TPD Windrow Compost Plant including installation and commissioning of required machinery as mentioned in this NIT (Refer Annexure C, D and E).

ULB invites Technical and Financial Proposals from experienced firms to achieve the above-mentioned objective.

5.2 The Project

Currently there are 1 SLRM and compost pits available in the ULB to process the fresh waste collected by ULB. All SLRM require revamping in existing infrastructure and centralized windrow compost plant has been proposed.

The project plant will be revamp and set up to scientifically manage waste in MARO municipal area. Refer Annexure C, D and E for detail Drawing, Scope of Project and Technical Specifications and Bill of Quantity.

6. SCOPE OF WORK

- 1 The Brief scope of work involves the revamping of all existing SLRM to convert it into MRF and setting up 2 TPD Windrow Compost Plant including installation and commissioning of required machinery as mentioned with Trial Run for 03 Months in MARO City which means this is a Construction Project with all type Infrastructure and Construction Works (Civil, Electrical, Mechanical, Plumbing, Landscaping and beautification works).
- 2 The scope of work intends to define the work activities as accurately as possible. However, the Bidder is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial for the Project. ULB is seeking proposals for “Revamping of all existing SLRM to convert it into MRF and setting up 2 TPD Windrow Compost Plant including installation and commissioning of required machinery as mentioned with Trial Run for 03 Months in MARO City”. The Successful Bidder shall also be responsible for repair works during Trial Run Period after the successful completion of project. Further, the Bidder shall be solely liable to bear all the expenses on account of water, electricity bills, maintenance of electrical systems, etc. at all times during the Contract Period of the Project.
- 3 The Selected Bidder agrees that after the Contract Period, the whole of Project assets along with its structure (with its all components) shall be transferred to ULB, MARO.
- 4 All the components and sub-components in the smooth implementation, installation and operation of the Project shall be complied with the specified standards as per the indicative designs/ layouts defined herein in this RFP. The Selected Bidder shall ensure that all components of the project are installed/ executed correctly to be suitable, safe & durable and which can withstand rain, humidity, light and wind kinds of different climatic conditions in the MARO city.

7. Specifications

7.1. Brief Specifications: - A brief note on construction and specification of all the major items of the work is enclosed in Annexure- D. Refer Annexure C for detail Drawing, D for Scope of Project and Technical Specifications and Annexure E for Bill of Quantity.

7.2. **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. Wherever any material has I.S.I. mark such material alone has to be used

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

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

7.4.1 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.

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

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

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

7.4.4 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

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

7.5 Specification of Electrical works.

7.5.1 The work will be carried out as per the approved drawing and as directed by the CMO/Commissioner. the work will be governed by "General specifications " for the Electrical works in Government building in Chhattisgarh in forces from 1972. All electrical materials must bear "ISI mark.

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

7.5.4 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 SOR as such labour rates only as per SOR will be paid for fitting of such items in position as per SOR.

7.5.5 The contractor should submit "as build" 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 ½ percent (Half percent) will be made from the contract sum of all electrical items.

7.6. 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.

7.7 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 Commissioner/ Chief Municipal Officer shall be final.

8. Supply of Materials:

Deleted

9. Miscellaneous Conditions

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

9.1 Subletting: Deleted

9.2 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.

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

9.4 Rules of Labour Camps: The contractor will be bound to follow the Chhattisgarh Model Rules relating to layout, water supply and sanitation on labour camps (vide Annexure-A) and the provision of the National Building Code of India work in regard to constructions and safety.

9.5 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).

9.6 Work in the Vicinity: The Commissioner/Chief Municipal Officer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.

9.7 Best quality of construction materials. Materials of the best quality will be used as approved by the Executive Engineer/Engineer in charge. Where ever any material bears I.S.I. stamp(mark), this shall have first preference on other available accepted material(s)

9.8 Removal of undesired persons: The contractor shall on receipt of the requisition from the Executive Engineer/Engineer in Charge at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer/Engineer in Charge is/are unsuitable or undesirable.

9.9 Amount due from contractor: Any amount due to the Government of. Chhattisgarh/ Nagar Nigam/Nagar Panchayat/Nagar Panchayat from the contractor on any account concerning work may be recovered from him as arrears of land revenue.

9.10 Tools and Plants: - The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued at the sole discretion of the Executive Engineer/Engineer in Charge and at the approved rate to the contractor as a special case.

9.11 Right to Increase or decrease work: The Engineer-in-charge reserves the right to increase or decrease with- in the scope of work any item of the work during the currency of the contract as per Provision given in clause (13) of the General conditions of contract.

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

9.13 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

9.14 Payment by Cheque: The payment will be made by cheques/e-payment only. No bank commission charges on realizing such payments will be born by the Department

9.15 Transport of materials: The contractor shall make his own arrangements for transport of all materials. The Executive Engineer/Engineer in charge is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion, if the recommendation proves to be ineffective, the contractor shall have no claim for any compensation on that account.

9.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.

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

All equipment provided shall be of proven efficiency and shall be operated and maintained at all

time in a manner acceptable to the Engineer-in-charge.

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

9.17 Work Programme and methodology of construction: The contractor shall furnish his programme of construction for execution of the work within the stipulated time and obtain the approval of the Engineer-in-Charge prior to actual commencement of work. For works costing more than **10** crores The contractor shall furnish his programme of construction for execution of the work within the stipulated time including the time and quantity schedule of material, transport, equipment, labour etc. The contractor shall also submit a statement of "Cash Flow" (as per the format enclosed) Together with methodology construction of each item of work and obtain the approval of the Engineer-in-Charge prior to actual commencement of work.

9.18 Revised programme of work in case of slippage: In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-Charge to the revised programme. Such progress report shall be submitted monthly (by 5th of each month) in the prescribed format in the tender documents.

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

9.20: The contractor shall have to provide a ruled duplicate register at site named "Site order book". It shall be in the custody of departmental supervisory staff. The Engineer-in Charge or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.

9.21: If any item of work is found to be substandard but the Engineer-in-Charge is of the opinion that the same is structurally adequate and can be accepted at the reduce rate, then in such cases, the Engineer-in-Charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a letter to the Commissioner/Chief Municipal Officer concerned and obtain his approval expeditiously (ordinarily within 15 days).

The approved analysis along with orders of the Commissioner/Chief Municipal Officer shall have to be appended IN the bills of the contractor.

10. SPECIAL CONDITIONS:

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

10.1. Agreement: -

10.1.1 Execution of agreement: The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate solvency certificate, if so required by the Commissioner/Chief Municipal Officer and will execute the agreement In the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department. Failure to be so will result in the earnest money being forfeited to the Nagar

Nigam/Nagar Panchayat/Nagar Panchayat and tender being cancelled.

10.1.2

- (a) The contractor shall employ the following Technical Staff during the execution of work-
- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.
 - (ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff
- (c) Incase the contractor fails to employ the technical staff as aforesaid, the Commissioner/Chief Municipal Officer shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him , at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer / diploma engineer to employ another graduate engineer / diploma engineer subject to the conditions provided under 10.1.2 (a),(b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

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

In case the contractor fails to employ the above technical staff or fails to employ technical staff /personnel as submitted by the contractor in Pre qualification documents if prequalification is called and or the technical staff/personnel so employed are generally not available on work site and or does not receive or comply the instructions of the Department Engineers, Commissioner/Chief Municipal Officer 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 of General Conditions of Contract

10.2 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": Drawing
- Annexure-"D": Sope of Project and Detail Specification
- Annexure-"E": Bill of Quantity

11. GENERAL CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Nagar Nigam/Nagar Panchayat/Nagar panchayat and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -
 - a. The expression "works" or "work" shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b. The "site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract.
 - c. The "Commissioner/CMO" means Commissioner/Chief Municipal officer of The Nagar Nigam/Nagar Panchayat/Nagar panchayat and his successors in Office.
 - d. The "Officers/Engineer-in-Charge" means the Commissioner/CMO/Engineer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Nagar Nigam/Nagar Panchayat/Nagar Panchayat.
 - e. "Competent Authority mean Commissioner/CMO, MIC/PIC, General Body/Parishad as the case may be.
 - f. The term "Engineer-In Charge" means the Engineer of the Nagar Nigam/Nagar Panchayat/Nagar Panchayat

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

SECURITY DEPOSIT

Clause 1 - The person whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Nagar Palik Nigam/Nagar Panchayat Parishad /Nagar Panchayat at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

a. Performance Guarantee

To ensure proper execution of the contract as per the tender terms, the contractor must submit a Performance Guarantee amounting to 5% of the accepted contract value (including construction and trial run). This guarantee can be provided either as a Bank Guarantee (in the format specified in Appendix 7 of the NIT) or in the form of a FDR/TDR.

- The guarantee must initially remain valid through the Defect Liability Period.
- If the project timeline is extended, the contractor is responsible for extending the validity of the guarantee accordingly.
- After Two years of completion of construction. 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank guarantee/FDR/TDR 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 36 months of completion. The Performance Guarantee will be returned without interest.

b. Security Deposit from Running Bills

In addition to the Performance Guarantee, a 5% security deposit will be deducted from each running bill.

- 50% of this deposit will be refunded upon completion of the work, as certified by the Engineer-in-Charge.
- The remaining 50% will be refunded after the Defect Liability Period ends or upon settlement of the final bill, whichever occurs later.

COMPENSATION FOR DELAY

Clause 2 - The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is up to 6 months

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

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Commissioner/CMO shall levy on the contractor, as compensation an amount equal to: 0.1% (zero point One percent) of the value of work (contract sum) for each day of delay, provided that the total amount of compensation under provision of this clause shall be limited to 10% (Ten percent) of value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalised, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue".

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

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

Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Commissioner/CMO

Clause 3:-

(i) The Commissioner/CMO may terminate the contract if the contractor causes a fundamental breach of the contract.

(ii) Fundamental breach of contract shall include, but not be limited to, the following: -

(a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Commissioner/CMO.

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

(c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 10% of contract sum is exhausted.

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

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

(f) If he violates labour laws.

(g) If the Contractor fails to set up field laboratory * with appropriate equipments, within 30 day from the reckoned date. (* for each contract valued more than Rupees 3 crores)

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

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

(iv) The Commissioner/CMO shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time

and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.

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

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

Clause 4: In any case in which any of the powers, conferred upon the Commissioner/CMO by clause - 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Commissioner/CMO putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Commissioner/CMO, whose certificate thereof shall be final; otherwise the Commissioner/CMO may by notice in writing to he contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Commissioner/CMO may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Commissioner/CMO as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause 5

5.1 - If the Contractor shall desire an extension of time for completion of work on ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Commissioner/CMO positively within 15 days of occurrence of such hindrance(s) and seek specific extension of time (period from to)

In case the grounds shown by the contactor are reasonable, the Commissioner/CMO shall be competent to grant the extension himself :-

Once the Commissioner/CMO/Competent Authority has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the Competent Authority and the Commissioner/CMO shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contact)

or before refusing both. Provided further where the Commissioner/CMO has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Superintending Engineer, UAD, Durg.

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

5.2 Compensation Events: - Compensation Events for consideration of extension of time without penalty.

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

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

FINAL CERTIFICATE:

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

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:

Clause 7 - No payments shall ordinarily be made for work estimated to cost less than Rs. 1,000/- (Rs. One Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Commissioner/CMO. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved by the Engineer - in - charge and passed by Commissioner/CMO whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Commissioner/CMO under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer - in-charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

Clause 8 - Bills to be submitted monthly:

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Commissioner/CMO shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer/Assistant Engineer Commissioner/CMO concern for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement, book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. The Commissioner/CMO shall pay running bills by 25th day of the month subject to availability of the funds. If the contractor fails to submit the bill on or before the day prescribed, the Commissioner/CMO after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorised Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor. All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

Clause 9 - BILLS TO BE ON PRINTED FORMS:

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

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

Clause 10 - RECEIPTS TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO:

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

CLAUSE 11 -Deleted

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

Clause 12: The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid. MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following:-

Order of Precedence Shall Prevail:-

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

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

Variations

Clause 13 - Additions, Alterations in Specifications and Designs.

The Commissioner/CMO shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instruction, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing, signed by the

Commissioner/CMO and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work; shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total value of all such increased or altered or substituted work does not exceed 25% of the amount put to tender inclusive of contractor percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

Note: - Such additions, alterations, substitution, shall have to be within the Scope of work tendered for

Rates for works not in schedule of rates

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. required to be carried out then the Engineer-in-Charge shall identify such item / items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer-in-Charge shall obtain approval/modification of the proposed rate from the Competent Authority after recommendation of Commissioner/CMO and communicate the same within a period of 4 weeks to the contractor, in case the contractor agrees to the above rates as fixed by the Competent Authority then they shall form a part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate of the Competent Authority, then it shall be open for the Commissioner/CMO to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency. If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Competent Authority, then he shall be entitled for payment for the work done as decided by the Competent Authority. The decision of the Competent Authority shall be final. Such a decision shall be given by the Competent Authority. Within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by Competent Authority Contractor may either determine his contract if variations exceed 10 (Ten) % of the Administrative approval, or may apply for extension.

Extension of time in consequence of variations

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Commissioner/CMO shall be conclusive as to such proportion.

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

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

If any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the

execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instructions, which may

involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Commissioner/CMO, provided they are not in excess of requirement and of approved quality and / or shall be compensated for the loss, if any that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Commissioner/CMO whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Commissioner/CMO, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Commissioner/CMO, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

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

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15 -If at any time before the security deposit is refunded to the contractor, it shall appear to the Commissioner/CMO or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Commissioner/CMO to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so with in a period to be specified by the Commissioner/CMO in the written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days, during which the failure so, continues and in the case of any such failure the Commissioner/CMO may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Commissioner/CMO consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore

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

Clause 16-All work under or in course of execution or executed in pursuance of the contract shall at all time

be open to the inspection and supervision of the Commissioner/CMO and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Commissioner/CMO or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose.

Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

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

Clause18- CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER CERTIFICATE OF COMPLETION

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

Clause 19 - CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.

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

expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

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

Clause 20 - COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S COMPENSATION ACT 1923:

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Commissioner/CMO is obliged to pay compensation to a workman employed by the contractor in execution of the works and will recover from the contractor the amount of compensation so paid Commissioner/CMO shall be at liberty to recover the amount or any part there of by deducting it from the security deposit or from any sum due by Commissioner/CMO to the contractor whether under this contract or otherwise. Commissioner/CMO may not be bound to contest any claim made against them under section - 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to Commissioner/CMO full security for all cases for which Commissioner/CMO might become liable in consequence contesting such claim.

LABOUR:

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

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

FAIR WAGE:

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

Explanation -

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the revenue Commissioner/Collector for that period.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him
- (c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Commissioner/CMO shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons

of non-fulfilment to the conditions of the contract for the benefit of the workers non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.

- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out prejudice to his right to claim indemnity from his subcontractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Subletting of works

Clause 24 :- Deleted

Clause 25: Sum payable by way of Compensation to be considered as Reasonable Compensation Without Reference to Actual Loss:

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

Clause 26 - CHANGE IN THE CONSTITUTION OF FIRM:

In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Commissioner/CMO for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.

Clause 27 - WORK TO BE UNDER DIRECTION OF ENGINEER/COMMISSINOR/CMO:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Commissioner/CMO of the Nagar Palik Nigam/Nagar Panchayat/Nagar Panchayat for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

Clause 28 ARBITRATION CLAUSE:

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 Commissioner/CMO for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Commissioner/CMO shall give his written instructions and/or decisions, after hearing the contractor and Engineer-in-Charge 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 Commissioner/CMO the parties shall promptly proceed without delay to comply such instructions or decisions. If the Commissioner/CMO 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 Commissioner/CMO , the aggrieved party may within 30 days prefer an appeal to the Competent Authority, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Competent Authority will give his decision

within 30 (thirty) days, or such, mutually agreed period.

If any party is not satisfied with the decision of the Competent Authority he can file a 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 Commissioner/CMO in accordance with clause 8 above.

Clause 29 - LUMP SUM IN ESTIMATE:

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

Action where no specification:

Clause 30 - In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by Competent Authority /Engineer-in-Charge for application to works.

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

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

Claim for Quantities Entered in the Tender or Estimate:

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

Claim for Compensation for Delay In Starting the Work:

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

Employment of Scarcity Labour:

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

Royalty on Minor Minerals

Clause 35: - The contractor shall pay all quarries, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Commissioner/CMO shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was kept under deposit head by the Commissioner/CMO shall be deposited to the concerned department.

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

TECHNICAL EXAMINATION

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

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and decision of the Competent Authority shall be final.

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR

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

the Commissioner/CMO shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

PENALTY FOR BREACH OF CONTRACT:

Clause 38 - On the breach of any term or condition of this contract by the contractor the said the Nagar Palik Nigam/Nagar Panchayat/Nagar Panchayat shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Nagar Palik Nigam/Nagar Panchayat/Nagar

Panchayat to

recover further sums as damages from any sums due or which may become due to the contractor by.

Other Conditions

- 1 The Successful Bidder shall at its sole expense and risk carry out Survey & Design for "Project". The Successful Bidder/Contractor shall have to implement at The Site, as per approved survey report, in strict compliance with all applicable laws, rules, regulations, and environmental laws in connection with the services.
- 2 The Successful Bidder shall submit methodology to be adopted by it, survey drawing of the site, detailed drawings, plans, milestones, implementation mechanism and plans for review to ULB. After review, if, NAGAR PANCHAYAT MARO is not satisfied and raises any objections, the Bidder/Contractor shall be required to incorporate the suggestions and modifications within a reasonable time frame and resubmitted the revised plan once again for approval.
- 3 The engineers of NAGAR PANCHAYAT MARO will have a complete access to inspect and check the materials to be used in the Project. All instructions issued in this regard will be complied in full and within the stipulated time given by the ULB.
- 4 Bidders shall be ranked as L1, L2, L3, etc. on the basis of the Lowest Cost based as quoted by each Bidder. The selection of successful bidder will be done on the basis of the lowest bid (L1). In this RFP, the term "Lowest Bidder" shall mean the Bidder who is quoting the Lowest Cost in its financial bid.
- 5 The Project Cost include all duties, taxes, royalty, cess, charges, and fees that may be levied in accordance with the laws and regulations in force, Goods and Services Tax (GST).
- 6 The Contractor shall have to maintain proper site documents and share the same with the ULB as per CPWD Quality Assurance Manual such as Master Register Record, Site Order Record, Drawings Record, Daily Progress Record, NON-Conforming Item Record, Quality Audit Record, Hindrances Record, Safety Assurance Record, Labour Welfare Record, Measurement registers at which shall be duly signed by the ULB, assigned from ULB Etc.
- 7 Project Management Consultants (PMC) engaged by SUDA/ULB will carry out complete supervision, quality control of activities carried out by contractor including checking measurement, designs, drawings, contractors bill, all deliverables till completion of the contract & rectification of deliverables.

11.1 PAYMENT TERMS

a. PAYMENT

The payment to contractor will be done based on Contract Value quoted by the contractor in the Form A. **Payment for Civil Infrastructure and allied works, will be made on running bills and payment for Machinery & Equipment payment will be made on Milestone basis as mentioned below:**

Milestones		Value of Particular Machinery and equipment mentioned in Bill of Quantity
a.	Delivery of Particular Machinery and equipment at Project site	40%
b.	Installation of particular Machinery and equipment	40%
c.	Commissioning of particular Machinery and equipment	10%
d.	Completion of Trial run of particular Machinery and equipment	10%

All Payment and Milestone will be considered complete after necessary verification by ULB or it authorized agency like PMC.

12. EXECUTION OF WORK

12.1 Transfer of Project Work

- 1 During the Contract Period, the Successful Bidder/Contractor shall not transfer, assign or any portion thereof permanently or temporarily to anybody else unless approved by ULB and shall not be allowed to take any person to share the project or to use any part thereof without prior approval of the ULB.
- 2 All the equipment installed under this Contract shall be the assets of ULB exclusively.

12.2 Time Allowed for Project Execution

- 1 The Successful Bidder shall submit its plan/ time line and preliminary schedules to ULB within 7 (seven) days from the date of receipt of LOA.
- 2 The Successful Bidder shall submit methodology to be adopted by it, detailed drawings, plans, milestones, implementation mechanism for review to ULB. After review, if, NAGAR PANCHAYAT MARO is not satisfied and raises any objections, the Bidder/Contractor shall be required to incorporate the suggestions and modifications within a reasonable time frame and resubmitted the revised plan once again for approval.
- 3 Contractor shall complete the work within 06 months from the date of signing of the Contract Agreement and Work Order
- 4 Any extension of time schedule will be at the discretion of ULB.

12.3 Safety and Security Measures

- 1 The Successful Bidder/ Contractor shall be solely responsible and liable, at his own cost, its entire components up to Contract Period. The Contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to Contract Period.
- 2 The Successful Bidder/ Contractor shall also be responsible at its cost, for procurement transport, receiving, unloading and safe keeping of all the components of Materials and other things required for the execution of Works.

12.4 Penalty

Failure to comply with the time schedule described in the Agreement for execution/ implementation of the Project, will invite the penalty @0.1% (Zero point One per cent) of the cost of the Project, per day for delay subject to a maximum of 10% (ten percent) after which ULB may rescind/ terminate the work.

12.5 Alteration and Renovations

- 1 The Contractor will be allowed to carry out alterations or renovations only after taking prior written approval from ULB.

- 2 ULB reserves the right to ask for and review the renovation plan/ drawings before providing consent.
- 3 The Contractor will be responsible for the costs of removing debris from the premises during the process of alteration.
- 4 Any damage to the property of ULB during the course of renovation shall be borne by the Contractor.

12.6 Trial Run Period

- 1 The Successful Bidder/ Contractor shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the project and its entire components up to Contract Period. The Contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to Contract Period i.e. up to the period of 03 months after successful implementation of the work.
- 2 The Successful Bidder/ Contractor shall also be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all the components of the project and other things required for the execution of various works or installation of each item of this project.
- 3 The Successful Bidder/ Contractor shall also provide training to ULB personnel during trial run.

12.7 Termination of Contract

- 1 If the Contractor fails to carry out any obligation under the Contract, the ULB may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 2 The CHIEF MUNICIPAL OFFICER, MARO on behalf of the ULB shall be entitled to terminate the Contract if the Contractor:
 - a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract.
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation.
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
 - d. the Contractor does not maintain a valid instrument of financial Security, as prescribed.
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of penalty/ damages is recoverable.
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the RFP or desired by the ULB
 - g. if the Contractor, in judgmental of the ULB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - h. Any other fundamental breaches as specified in the RFP.
- 3 In any of these events or circumstances, the CHIEF MUNICIPAL OFFICER, MARO may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of above, the CHIEF MUNICIPAL OFFICER, MARO may terminate the Contract immediately.
- 4 Notwithstanding the above, the CHIEF MUNICIPAL OFFICER, MARO may terminate the Contract for convenience by giving notice to the Contractor.
- 5 Payment upon Termination:

- a. If the Contract is terminated as stated above, the CHIEF MUNICIPAL OFFICER, MARO shall issue a certificate for value of the work accepted on final measurements, less advance payments, taxes due to be deducted, penalty as indicated in the RFP and 5% of the contract value towards additional compensation for the breach of Contract. The amount so arrived at shall be determined by the CHIEF MUNICIPAL OFFICER, MARO and shall be final and binding on both the parties.
- b. In the event of Termination as state above, the ULB may issue a fresh tender and the cost incurred to complete this tender process shall be recovered by the ULB. Payment on termination as above, the CHIEF MUNICIPAL OFFICER, MARO shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

12.8 Settlement of Disputes & Arbitration

- 1 Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the Contract, if any dispute or differences of any kind what-so-ever arise between the ULB and the Contractor in connection with or arising out of this Contract or the execution of work, the same shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the CHIEF MUNICIPAL OFFICER, MARO and he shall, within a period of sixty (60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- 2 If the Employer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- 3 In case of dispute as aforesaid, which has not been settled amicably or for which CHIEF MUNICIPAL OFFICER, MARO fails to convey his decision within a period of aforesaid sixty (60) days from the date on which the said request was made by the Contractor, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the ULB and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CHIEF MUNICIPAL OFFICER, MARO. The Arbitration and Conciliation Act, 1996 and any statutory modification, amendment or re-enactment thereof, shall apply to these arbitration proceedings.
- 4 Arbitration proceedings shall be held in MARO , India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- 5 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by ULB and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 6 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- 7 The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

12.9 Severability

- 1 If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Agreement or otherwise.

12.10 Term and Extension of The Contract

- 1 If the delay occurs due to circumstances beyond control of Contractor such act of God, strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Contractor, a reasonable extension of time shall be granted by the Authority.

12.11 Notices

- 1 Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and by registered post or delivered personally to the Parties at their respective addresses as in the Contract Agreement or such address as may be duly notified by the respective Parties from time to time.

12.12 Incomplete Work

- 1 In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavor to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of penalty Clause for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination.
- 2 Further the authority shall have also right to complete the pending work at the cost of contractor and settle the amount from balance payment if any or from performance security. In addition to this the contractor shall also liable to pay additional 10% amount as compensation to the

Authority.

12.13 Force Majeure

a. Definition of Force Majeure

For the purposes of this Agreement, "Force Majeure" shall mean any event or circumstance, or combination of events or circumstances, that is beyond the reasonable control of the affected party, and that materially and adversely affects the performance of the obligations of the affected party under this Agreement. Such events or circumstances include, but are not limited to:

- Acts of God (e.g., earthquakes, floods, hurricanes, or other natural disasters)
- War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation by order of any government or public authority.
- Terrorist activities, riots, civil commotions, or disorder
- Strikes, lockouts, or other industrial actions or labor disputes (excluding those involving the affected party's workforce)
- Epidemics, pandemics, or quarantine restrictions
- Governmental actions, orders, or regulations that prevent or delay the performance of the obligations under this Agreement.
- Fire, explosion, or accidental damage
- Shortages of power, materials, or transportation facilities

b. Notice of Force Majeure

The party affected by a Force Majeure event shall notify the other party in writing as soon as reasonably practicable, but no later than seven (7) days after the occurrence of the Force Majeure event. The notice shall include:

- a. A description of the Force Majeure event and its impact on the performance of the affected party's obligations
- b. The expected duration of the Force Majeure event
- c. The steps being taken to mitigate the impact of the Force Majeure event.

c. Suspension of Obligations During Force Majeure

Upon the occurrence of a Force Majeure event, the obligations of the affected party under this Agreement shall be suspended to the extent that they are affected by the Force Majeure event. The affected party shall use all reasonable efforts to mitigate the impact of the Force Majeure event and to resume performance of its obligations as soon as reasonably practicable.

d. Extension of Time

If the Force Majeure event continues for a period of more than thirty (30) days, the time for performance of the affected party's obligations shall be extended by a period equal to the duration of the Force Majeure event, or such other period as the parties may agree in writing.

e. Force Majeure During Trial Run

During the trial run phase, the Force Majeure clause shall apply to any events or circumstances that prevent or delay the performance of the trial run obligations under this Agreement. The affected party shall notify the other party in writing as soon as reasonably practicable, and the obligations shall be suspended and extended as provided in this clause.

12.14 Liability and Indemnity

1. Any defects, shrinkage or other faults which may appear within 36 months performance period, from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the CHIEF MUNICIPAL OFFICER / Engineer-in-Charge to be amended and made good by the contractor(s) at his/their own cost unless the CHIEF MUNICIPAL OFFICER / Engineer-in-Charge shall decide that he/they ought to be paid for the same and in case of default the CHIEF MUNICIPAL OFFICER may recover from the contractor(s) the cost of making good the works.
2. The Contractor will indemnify, defend, save and hold harmless the ULB and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/ enterprises, (the —The ULB Indemnified Persons) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Contractor to any user or from any negligence of the Contractor under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the ULB Indemnified Persons.

Appendix

Appendix-1 Qualification Information

Sr.no.	Particulars	Details			
1.1	Constitution or legal status of Bidder/attach copy]	(If applicable, scanned copy of proof of application for registration to be uploaded)			
	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 years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- 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
		2020-21			
		2021-22			
		2022-23			
		2023-24			
		2024-25			

Note :

1.1 Company, Proprietary firm, partnership firm with the certificate of registration by register/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.

Appendix – 2 Work Experience

Information regarding minimum one similar work , performed by Bidder.

- (i) Work completed as similar work during last five years
- (ii) Or being executing such similar work

Information regarding work as mentioned in Pre-qualification Criteria,

Sno	Project	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 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

Note: (i) Attach certificates from the Engineer in charge not below the rank of Executive Engineer or equivalent

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

Appendix – 3 Existing Commitment

Existing commitments and on-going all classes of civil engineering construction works.

S n o	Proje ct Nam e	Des cript ion of Wor k	Con tract No & Yea r	Name & Adder s Of the Emplo yer	Value of Contr act (Rs. Lakh.)	Dat e of Issu e of Wor k Ord er	Stipul ated Date of Compl etion	Stipulat ed period of Comple tion in Months	Antici pate A date of Com pletio n	Value of Work done Up to date of issue of N.I.T (Rs. Lakh)**	Probable value of Works Remaining To be Completion (Rs. Lakh) **	Anticipate Months Required 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 –

** Enclose certificates from Engineer-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.

Tendered may attach certified copies of work order issued by Engineer-in-Charge not below the rank of Executive Engineer.

Appendix – 4 Affidavit Non Black listed, Claim, Litigation & Arbitration

Affidavit on Non-Judicial stamp of Rs. 100

1 Non Blacklisted Declaration

I.....S/o.....
Aged..... years 2026 resident.
 ..of.....(address.....
)(For and on behalf of.....), do hereby and herewith solemnly affirm / state on oath that: -

1- All documents and Information's furnished are correct in all respects to the best of my knowledge and belief.

2- I have not suppressed or omitted any information as is required.

3- I am/ We are neither blacklisted nor debarred by Govt. of India / Other State Govt. Departments/ Chhattisgarh State Govt. Departments/Urban Local Body.

4- Not Being CDR by any bank.

5- I hereby authorize the Nagar Panchayat MARO Officials to get all the documents verified from appropriate source(s) and in case of any ambiguity found in any of the information provided or documents submitted at any stage during the currency of project, department is at liberty to take any action, either by penalizing or blacklisting for next at least 3 years, in exercise of above action the department can engage other contractor/agency to complete the balance works at my Risk & Cost and the costs and the charges incurred in any way in carrying on and completing the balance work are to be paid to the department by me.

2 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/a arbitration) (mention Deptt./Court /Arbitration)	Amount Involved/ claimed

(Note: Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by them over **the last 7 (seven) years**. A consistent history of awards against the bidder may result in disqualification of the bidder.)

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 5 above are true to the best of my knowledge and believe and are based on my / our
record.

Verified that this date of 2026... at (Place).....

Deponent

Seal of attestation by a Public

Notary with date Authorized signature / for and on behalf of.....

Appendix – 5 Form ‘ A ’

NAGAR PANCHAYAT MARO

Tender for Form “A” for Percentage Rate Tender and Contract for Works

FORM – A (To be submitted online only)

S. No.	Bid Variable	Unit	Contractor rate to be quoted (in Percentage%)
A	Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO Chhattisgarh	%	

Note:

- 1 Offer is inclusive of GST and all other applicable taxes etc.
- 2 Percentage Rate offer quoted by the bidder as per 'A' includes 03 Months of trial run.
- 3 For the Non- SOR items following provisions shall apply:
 - a. Quoted percentage Rates Below Probable Amount of Contract (PAC):
Where the contractor has quoted percentage rate lower than the Probable Amount of Contract, payment for the NON-SOR items shall be made strictly at the quoted rates.
 - b. Quoted Rates Above Probable Amount of Contract (PAC):
Where the contractor has quoted percentage rates higher than the Probable Amount of Contract, payments for the NON-SOR items shall be restricted to the rates specified in PAC or Bill of Quantities (Annexure E of the Notice Inviting Tender).
 - c. Binding Nature: These provisions shall be binding on the contractor and shall form an integral part of the contract.

Online offer shall be only considered.

“We do hereby tender to execute the whole of the work described in the Scope of work and according to the annexed specifications as above, and should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfil all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Urban Local Body_____, the penalties of sums of money mentioned in the said conditions, viz.

Dated:

Tenderer’s Signature

Witness:

Address:

Address:

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

The _____/202

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

Appendix – 6 Power of attorney

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be submitted on the stamp paper of Rs. 100 and duly notarized)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging documents and providing information I responses to ULB, representing us in all matters before ULB, and generally dealing with ULB in all matters in connection with our bid for " Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO, Chhattisgarh" (hereinafter referred to as the "Project").

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

..... Accepted

(signature)

(Name, Title and Address) of the Attorney

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix - 7 Format for Performance Bank Guarantee

To,

(Name of the Employer)

(address of the employer)

WHEREAS (name and address of Contractor) (hereinafter called "The Contractor") has undertaken the work of "Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO, Chhattisgarh" (hereinafter called "the Contract") in pursuance of Letter of Acceptance (LOA) No dated .

AND WHEREAS it has been stipulated in the said LOA that the Contractor shall furnish a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of (amount of guarantee) (in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition of modification.

This guarantee shall be valid for till completion of defect liability period.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signature and seal of the Guarantor

Name of Bank

Address

Dated

Appendix - 8 Contract Agreement

This agreement is made on the _____ day of _____, 2026 at MARO, Chhattisgarh

BETWEEN

NAGAR PANCHAYAT MARO, having its office at MARO Address _____, MARO, Chhattisgarh, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the ULB") on one Part;

AND

M/s. _____, having its office at _____, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the Contractor") on the other part.

WHEREAS the ULB had conducted a competitive bidding process by inviting proposal in the form of bids (the "Bid") vide RFP no. _____ and NIT bearing no. _____ (as amended by Corrigendum(s)) seeking proposals from interested parties for selection of a contractor for " Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of MARO, Chhattisgarh" (hereinafter called "Works").

AND WHEREAS various Bidders including M/s. _____ submitted its proposal to the ULB. Upon evaluation of the proposals so received, the ULB accepted the proposal submitted by M/s. _____ i.e. the Contractor for the execution and completion and trial run of such Works and the remedying of any defects therein at a cost price of Rs. _____/- (Rupees _____) (hereinafter called the "Contract Price") and declared it as the Selected Bidder/ Contractor.

AND WHEREAS the ULB issued Letter of Acceptance bearing no. _____ dated _____ to the Selected Bidder/ Contractor which was duly acknowledged by it.

AND WHEREAS the Selected Bidder/ Contractor as a pre-requisite condition of signing of this agreement has submitted the Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. _____/- (Rupees _____ only) i.e. 5% of total Contract Price vide Bank Guarantee no. _____ and Additional Performance Security of Rs. _____/- {Guarantee no. _____ of _____ Bank (with full address) only} vide Bank
NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree to execute this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the RFP document/ Conditions of Contract therein (hereinafter referred to and they shall be deemed to form and be read and constructed as part of this agreement).

In consideration of the payments to be made by the ULB to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the ULB to execute, complete and maintain the Works for the period define in the RFP and remedy any defects therein in conformity with the provisions of the RFP document.

The ULB hereby covenants to pay the Contractor, in consideration of the execution, completion and trial run of the Works and the remedying the defects within Contract Period, Contract Price or such other sum as may become payable under the provisos of the Contract at the times and in the manner prescribed by the RFP document.

The following documents and all the conditions and provisions therein shall be deemed to form and be ready and construed as part of this Agreement, viz:

- Letter of Acceptance
- Letter for Plan of Action(s), if any
- Drawings
- Technical Specification provided in RFP.
- RFP document and Corrigendum(s)
- Contractor's Bid; and
- Any other documents listed in the RFP document forming part of the Contract.

The Parties agree that the above documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the Agreement, the priority of these documents shall, in the event of any conflict between them, be in the order as the documents have been set forth above.

In witnessed where of the parties thereto have caused this agreement to be executed on the day and year first before written.

Signed and executed on behalf of NAGAR PANCHAYAT MARO (ULB)	Signed and executed on behalf of M/s. Contractor Name
By: _____	By: _____
Authorized Signatory Name: _____	Authorized Signatory Name: _____
Designation: _____	Designation: _____
Witness: _____	Witness: _____
1. _____	1. _____
2. _____	2. _____

Appendix - 9 –Special Conditions of Contract

- (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 of 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 j.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 of 90% of the PAC and bid amount in the shape of F.D.R., issued by approved scheduled bank, in favour of the Executive Engineer before signing the agreement. The Bank Guarantee/F.D.R. shall be released/returned 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 General condition of contract 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

(Amended vide Letter no. 21-5/T/19/2012/Tender Raipur dt. 04.06.2016 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, Naya Raipur.)

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

Such orders & action shall be final binding and conclusive

(3) Detailed programme of Construction:

- i. Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme monthwise for
- Materials procurement
 - Their transport arrangement to worksite with details of No. of truck/tippers
 - Detailing of construction plants & equipments
 - 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 General conditions of contract.

(4) Performance Guarantee:

- i. The contractor shall also be responsible for performance of work carried out by him and its maintenance for a scheduled period 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/ FDR/TDR issued by approved scheduled bank (duely verified by department) 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/ FDR/TDR 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/ FDR/TDR valid for the period as stated .

ii. **Security Deposit from Running Bills:** In addition to the Performance Guarantee, a 5% security deposit will be deducted from each running bill.

- 50% of this deposit will be refunded upon completion of the work, as certified by the Engineer-in-Charge.
- The remaining 50% will be refunded after the Defect Liability Period ends or upon settlement of the final bill, whichever occurs later.

The performance and maintenance period shall be as follows:

(a) 60 months after completion of work , in case of Bridge , Buildings and original work for roads consisting of bituminous base course and seal coat and concrete roads and others.

(b) 36 months in case of road renewal work alone executed with bituminous work having total thickness of bituminous work is upto 40 mm.

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

(ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within 07(Seven) days communication notice from the Executive Engineer/Sub Divisional Officers to him.

(iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer/Sub Divisional Officer to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contactor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"

(iv) **Refund of Performance Bank Guarantee/ FDR/TDR-**

(a) Performance period is 36 months- -(if applicable)-After Two years of completion of construction. 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank guarantee/FDR/TDR 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 36 months of completion.

(b) Security Deposit from Running Bills

- 50% of this deposit will be refunded upon completion of the work, as certified by the Engineer-in-Charge.
- The remaining 50% will be refunded after the Defect Liability Period ends or upon settlement of the final bill, whichever occurs later.

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

(Amended vide Letter no. 21-5/T/19/2012/Tender (part) Raipur dt. 20.01.2023 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, NayaRaipur.)

(Amended vide Letter no. 21-5/T/19/2012/Tender Raipur dt. 12.12.2019 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, NayaRaipur.)

(5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Executive Engineer, authorising him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and got confirmed from the concerned Bank. It will be only after getting such confirmation that the

Executive Engineer shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.

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

(7) Deleted

- (8) Clause 4(performance guarantee) of (Annexure G) special condition of NIT are not applicable for ordinary repairs, supply of materials, survey and investigation of road/bridge/ building works.

- (9) 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.

- (10) Cess @ 1% (One Percent) shall be deducted at source, from every bill of contractor by the Executive Engineer under "Building and other construction for Workers Welfare, Cess Act 1996".

- (11) It is mandatory for the construction(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Board" as soon as the work order is issued to him/them for the work amounting to Rs.10.00 (Ten) lakhs and above and submit a copy of the same to the concern Executive Engineer, otherwise no payment will be made under the contract.

- (12) Contractors are advised to go through the Notice Inviting tenders & the tender/PQ document thoroughly. Certificates, annexures, enclosures as mentioned in the document will have to be submitted by the tenders strictly in the prescribed format, at the time of submission of Technical/Financial bid, failing which the contractor shall disqualify for the work & his financial offer shall not be opened and no representation, appeal or objection, what so ever in this regard shall be entertained by the department.

- (13) It is mandatory to submit online by the contractor the list of on-going works/works in hand. If any work is found delayed beyond one year from the stipulated date of completion due to contractor's fault, the contractor will be disqualified for the reason of poor performance.

- (14) Blacklisted or debarred bidders shall not be permitted to participate in any tender issued by any department of the State Government

- (15) In case of conflict between "General condition of contract and the special condition" the terms of special conditions shall prevail.

- (16) For Road Construction Work within a radius of 300 km from any Thermal Power Plant, the use of fly ash shall invariably be done in embankment construction in confirmation to guidelines given in IRC: SP-58-2001. (Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 3298/2286/2016/19 Dates 15.08.2016)**

- (17) In this document Pre-Contract Integrity Pact is added as Annexure, as per the guidelines issued by Government vide Letter no- 243 /वि/नि/चार/2013 नया रायपुर, दिनांक 06 जुलाई 2013**

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. F 21-5/T/19/2012/Tender Dates 06.08.2016

"Apart from taking other safety measures the contractor shall observe and ensure the following safety regulations :

- a. He shall provide safety belts, helmets, fluorescent jackets to all the workers deployed on the site. He shall arrange the same for all the officials/persons also visiting the site.
- b. He shall provide strong and stout scaffolding, centering and shuttering at site-the design of which shall be got approved from the engineer in charge. The contractor shall be held fully responsible for any accident if it occurs due to not following the above.
- c. The complete site shall be fully lighted, watched, barricaded and guarded until completion of work and taking over so as to forbid entry of any trespasser.
- d. All the excavated trenches (for foundations/septic tanks), bore holes shall be kept properly guarded/fenced, all the time, to avoid falling of any person their in.
- e. The periphery area of building inside and outside shall be provided with temporary shed structures, so as to safe guard the workers/officials passing by it from anything falling from the work going on in the upper stones.

- f. In case of road works the widening portion when excavated shall be provided with all safety measures like safety ribbons, guard stones, cautionary sign boards (reflective)
 - g. The contractor shall arrange good strong ladders etc to facilitate the departmental officials in supervision.
 - h. The contractor shall get his workers fully insured their life against accidents.
 - i. The contractor shall work in such a manner that neither, the public & nor any property (govt./public/private) is put to risk.
 - j. On the roads under constructions, the contractor shall ensure that no construction material is kept/stacked on the road carriage way/ shoulder”
 - k. Comply with all applicable safety regulations.
 - l. Take care for the safety of all persons entitled to be on the site.
 - m. Use reasonable efforts to keep the side and works clear of unnecessary obstruction so as to avoid danger to these persons.
 - n. Provide any temporary works (including roadway, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land.
 - o. The contractor shall be fully responsible for the adequate safety of all site operations and method of constructions.
 - p. The contractor shall submit to the Engineer an detailed proposal covering safety measures proposed to be adopted at site.
 - q. Breach of safety provision by the Contractor and his employees shall constitute a sufficient cause for action.
 - r. Adequate precautions shall be taken to prevent accidents from electric cables, while digging operation is underway.
 - s. Workers employed on bituminous works, stone crushers concrete batching plants etc. shall be provided with protective goggles, gloves, gumboots etc.
 - t. Those engaged in welding work shall be provided with welder protective shields.
 - u. All display boards shall be retro reflective material and of sizes mentioned in the drawing.
 - v. All vehicles will have reverse horns.
 - w. In addition, if directions are given by the “Engineer” to augment the safety measures, the Contractor has to abide by his directions.
 - x. A safety officer shall be nominated by the Contractor to prepare safety programmed and after getting the approval from the Engineer, oversee the safety arrangement at side.
- (18) It is Mandatory for the C & D Class Bidders, to Submit online the list of ongoing works/works in hand in the Appendix 3 (enclosed). If the total value of ongoing works/work in hand is more than 2.5 times the capacity as specified for C and D class bidders. The bidder will be disqualified.

((Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 27.09.2016)

19(A) Deleted

19(B) - (FOR TENDER value from Rs. 1 crore to Rs. 5 crore)

All the bidder shall have to submit the information of Bid capacity information and affidavit . They will only be qualified if the available bid capacity is equal or more than the amount put to tender.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 31.07.2020)

(19) Deleted.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender. Naya Raipur Dated 05.10.2019)

SPECIAL CONDITION

1. In the event of withdrawing his/her after before the expiry of the period of validity of offer of failing to execute the agreement as required by condition No. 10.1.1 of the notice inviting tender (N.I.T) he/ she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of condition No. 4.7 and 10.1.1 of N.I.T as may be applicable for the work, the registering authority will demote the contractor/ firm for a period of one year. If the tenderer has committed a similar default of earlier occasion (s) as will, then such demotion in registration will be permanently.

This special condition will supersede anything contrary to it in the tender document.

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

Other Conditions

1. All the Charges required for vetting of the designs done by The Contractor by NIT/GEC approved by ULB etc. shall be deemed to have been included in the quoted rates.
2. The contractor has to submit sample of the items defined and to be used in the project, the same to be Approved by ULB, before use.
3. In case of increase in contract value during the original contract period or during extension as applicable, bidder shall submit the performance BG as specified for the increased value valid up to extended contract duration.
4. Contractor shall be Responsible to make his own arrangements for supply of power for his use including area illumination, construction activities, fabrication, without any extra cost to Client.
5. Contractor shall make his own arrangements for supply of water and all arrangements for distribution, storage, use and drainage of the same at his own cost.
6. ULB shall endeavor to provide land out of available land to the Contractor, for the sole purpose of field office using Contractor's own container (porta cabin). No land shall be provided for accommodation of workers/labour.
7. The Contractor shall remove all temporary buildings / facilities etc., if any, before leaving the site after completion of works in all respect. In the event that Contractor fails to clear the site within 3 weeks after receiving intimation from ULB to do so, ULB shall be free to engage the services of any third party to clear the site at Contractors risk and cost. All expenses incurred on this account shall be recovered from the Contractor.

8. Taxes, Duties, Royalty, Prices Royalty: All royalties etc., as may be required for any Borrow Areas, including right of way etc. to be arranged by Contractor shall be deemed to have been included in the quoted prices. Contractor's quoted rates should include the royalty on different applicable items as per the prevailing State Government rates.
9. Deleted
10. Electrical Contractor's License- Bidder or his subcontractor to have valid Electrical License for executing the project.
11. Project Review Meeting: The contractor, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Engineer-in-Charge detailed organogram of his staff involved with the work. The Contractor shall present the Programme and status at various review meetings as required:
12. Weekly Review Meetings: Shall be attended by Local Team headed by Project - in-Charge
13. Monthly Review Meetings: Shall be attended by Project-in-Charge and the Management Representative who can take independent decisions.
14. Deleted
15. Recommended Makes of Materials: A list of recommended makes of materials is as per Tender document. If ISI marked product/ MoRTH specification material is not available, the same shall be as approved by the Engineer-in-Charge before execution.
16. Completion Certificates/ NOC from Local Statutory Bodies: Contractor has to arrange at his own cost work completion certificates or NOCs if required to be obtained, from the local statutory bodies of central and state govt. such as Municipal Corporation, electrical, safety, Fire authority, Chief Controller of Explosives (CCOE) etc. Any fees required for obtaining such NOCs shall be paid by ULB on production of relevant depository challans/ receipts from such Govt. authorities. Initial approval drawings shall be made available by ULB.
17. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co- ordination and liaison work in this respect shall be the responsibility of the Contractor.
18. Tools, Plants and Machinery: The Contractor shall provide and install at site adequate T&P for construction of the Project Works. The deployment of T&P shall be planned as per work requirement to suit the nature, quantum and speed of the work for lifting/hoisting construction materials/equipment etc. The T&P shall be maintained in good working condition throughout the progress of work. All adequate precaution regarding formal upkeep of valid Statutory/Safety credentials of major construction equipment as directed by ULB, their installation, operation, maintenance, materials etc., shall be taken care of. The operating staff to be deployed shall be properly qualified and adequately trained and experienced. All safety precautions shall be taken during the project duration, against possible accident. The Contractor shall deploy his representative to effectively enforce the safety rules and regulations in this regard. The contractor shall deploy all necessary tools and plants as per the requirement of the work.
19. Deleted
20. Deleted
21. Lighting & watch and ward: The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, area lighting at the construction site and approaches, watchmen, necessary watch towers etc. during progress of work at all hours including night hours, if required, as directed by the Engineer-in-charge.
22. The Contractor shall be responsible for the watch and ward of the all construction premises

and buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation till handing over of all the works to ULB.

23. Monthly Bills of Contractor: Contractor shall submit Monthly bills for the work Executed.
24. Time period of the Project: Entire project should be completed and delivered within 6 Months Construction time from the date of award of contract that includes rainy season +3 Months Trial run. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor.
25. The program for completion of work shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the program submitted by the Contractor.
26. Contract Execution: In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Security shall be adjusted towards the excess cost incurred by the Department on rectification work.
27. Action when whole of Performance Security is forfeited: In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this Performance Security or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer-in-Charge shall have power to adopt any of the following process, as he may deem best suited to the interest of ULB -
 - a. To rescind the contract (for which recession notice in writing to the contractor shall be conclusive evidence) and in that case, the Performance Security of the contract shall stand forfeited and be absolutely at the disposal of ULB.
 - b. To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer - in - Charge as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
 - c. To order that the work of the contractor be measured up and to take such part thereof as shall be un- executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses

incurred as aforesaid for or in getting the non-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

- d. In case the contract shall be rescinded under Clause above, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause b) or c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by ULB under the contract or otherwise, howsoever, or from his Performance Security or the sale proceeds thereof provided, however, the contractor shall have no claim against ULB even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

28. Contract may be rescinded and Performance Security forfeited for bribing a public officer or if contractor becomes insolvent.
29. If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of ULB /Govt.
30. In any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Security of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of ULB and the same consequences shall ensure as if the contract had been rescinded under above clause hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed.
31. The Performance Guarantee Details as per the Contract Data.
32. Drawing: All Drawings/Layout plans are for reference or guidance purpose only. The Bidder will submit the detailed construction plan of Project within 15 days from date of issuing work order. The same shall be reviewed and approved by Engineer – In charge of ULB or through other agency approved by ULB. This 15 days' period is included in stipulated time for construction. Construction of Project shall be carried out as per the approved drawings provided by ULB. Data to be furnished by the Bidder: The Bidder shall submit the following information to the Engineer-in-charge. Proposed constructions Programme and time schedule showing sequence of operations within 15 days of receipt of notice to proceed with the work in pursuance of the conditions of contract.
33. Action when the progress of any crucial item of work is unsatisfactory: If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the

Engineer-in-charge shall notwithstanding that the general progress of work is satisfactory, after giving the Bidder 15 days' notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.

34. Inspection and Tests:

- a. Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in- Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in charge may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.

35. Removal of temporary work, Plant & Surplus materials: Prior to final acceptance of the completed work but excepting as otherwise expressly directed or permitted in writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer -in-Charge.

36. Possession prior to completion: The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.

37. Damage to works: The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to the Engineer-in- Charge and till completion certificate has been obtained from the Engineer in- charge. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.

38. Examination and tests on completions: On the completion of the work and not later than three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the Bidder shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by the Engineer-in- Charge, in making examination and tests.

39. Climatic Conditions: The Engineer-in-Charge may order the Bidder to suspend any work that may be subject to damage by climatic conditions and no claims of the Bidder will be entertained by the department on this account. As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area. The Contractor is instructed to strictly adhere to the following at his own cost. Supply and Fixing Green barriers and wind breaking walls around their sites. Cover tarpaulin on scaffolding around area of construction. Do not store construction material, particularly sand, on any part of the street, roads in any colony, Cordon the work area with proper fencing by other means with due

consideration of safety of workers, public, etc. Dust emissions from construction site are controlled. Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.

40. The work area shall be well illuminated during nights. Safety regulations: While carrying out this work, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code. The bidder will be responsible for safety of the works. The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of the Engineer-in-Charge. Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per Engineer In-charge instructions.
41. Regulations and bye laws: The Bidder shall conform to the regulations, byelaws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify ULB, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.
42. Site Order Book: A site order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the departmental officers in direct charge of the work and the Bidder or his representatives. In the important cases the CHIEF MUNICIPAL OFFICER or Authorized person of ULB will countersign the entries which shall except with the written permission of the TA and the Bidders, or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. The Engineer-in- charge shall submit periodically copies of the remarks of the site order book to the CHIEF MUNICIPAL OFFICER, MARO for record and to the Bidder for compliance and report.
43. Conversion of units: Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted into metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the Bidder will have to accept the figures so derived without any claim or compensation whatsoever.
44. Deleted
45. Deleted
46. Deleted
47. Escalation:

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. Rates quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.
48. The Bidder must extensively coordinate with ULB and its Technical Consultant (PMC) during all stage of the project. The successful bidder shall obtain written approvals from ULB at all stages, before commencing work on any particular stage of work. During the construction phase, after completion of any particular stage/phase of works and before commencing work on the next stage/phase of work, the successful bidder shall obtain written approval on the completed works/phase from ULB, before commencing work on the next stage/phase of works.
49. Bidder shall not commence any work under the scope of works under this bid/contract before obtaining the said written approval from the Authority. The ULB has full power to require the

removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

50. The Engineer-in-charge is also to have full power to substitute other improper materials to be substituted and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Bidder (s).
51. The ULB reserves the power to send workmen upon the premises to execute fittings and other works not included in the Contract for whose operation Bidder (s) is/are to afford every reasonable facility during ordinary working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract but the Bidder(s) is/are not to be held responsible for any damage which may happen to or be occasioned by any such fittings or other works.
52. Failure of Bidder to rectify the defects properly in the given period shall be open for the Engineer- In-Charge, ULB 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 per cent) of such cost from the Bidder from any sum, in any form available with the department.
53. The Bidder shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.
54. Liquidated damages - For Delay in completion of work by the Bidder, the Engineer-In-Charge have full power to recover penalty in following manners: -
 - i. For Delay Period the Penalty will be calculated @ 0.1% Per Day of delay beyond the Contract Period. Total Penalty limited to maximum to 10% of Contract Value.
55. Death or permanent invalidity of Bidder: - if the Bidder is an individual or a proprietary concern or a partnership concern, dies during the currency of the contract or becomes permanently incapacitated, and where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided in the contract agreement. However, if competent authority is satisfied about the competence of the surviving Partner[s], then the competent authority Engineer - in - charge shall enter into a fresh agreement for the remaining work strictly on the same terms and condition under which the contract was awarded.
56. Deleted
57. Insurance Requirements: Insurances to Be Taken Out by The Contractor in accordance with the provisions of GCC, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.
 - i. Cargo Insurance: Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.
 - ii. Installation All Risks Insurance: Covering physical loss or damage to the Facilities

at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

- iii. Third Party Liability Insurance: Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.
 - iv. Automobile Liability Insurance: Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.
58. Workers' Compensation: In accordance with the statutory requirements applicable as per the Chhattisgarh Government compensation policy.
59. The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause, except for the Third-Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
60. Site Order Book: A site order book shall be kept at the Employer's office on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer on his representative and the contractor or his authorized representative. In important cases the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Engineer shall submit periodically copies of the remarks in the site order book to the Employer for record and to the contractor for submitting compliance report.
61. Design and Drawings: Bidder shall carryout detail survey and investigations (including soil test) as may be required for preparation of detail designs and drawings. The detailed design and drawing shall be prepared by Contractor and submitted to Government Engineering College for examination through CHIEF MUNICIPAL OFFICER (ULB) and the observations made by the examining institute shall be duly incorporated by Contractor without any claims what so ever in this regard. Thereafter the drawing duly vetted by engineering college shall be submitted to CHIEF MUNICIPAL OFFICER/Engineer in Charge for final approvals.
62. The approved drawings shall remain in the sole custody of the Engineer. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all Drawings provided under the Contract. One copy of the Drawings furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in charge.
63. Model Rules Relating to Labour, Water Supply and Sanitation in Labour Camps: Note: As per Annexure A of this NIT
64. Bidder's Labour Regulations- As per Annexure B of this NIT

65. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
66. The Bidder shall obtain a valid license under the contract (Regulations and Abolition) Act in force and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Bidder.
67. Labour Safety, Health and Regulations Including Forms
68. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- v. Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 - vi. Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
 - vii. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
 - viii. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm (1 ft.) Of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
69. Excavation and Trenching
- i. All trenches, 1.2mts. (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 90cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5 m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be

placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more.

- ii. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- iii. Demolition - before any demolition work is commenced and also during the progress of the work following precautions shall be observed:
- iv. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- v. No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- vi. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- vii. All necessary personal safety equipment's as considered adequate by the engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided.
- viii. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ix. Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
- x. Those engaged in welding works shall be provided with welder's protective eye shields.
- xi. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
- xii. Gas masks with oxygen cylinder should be kept at site for use in emergency.
- xiii. The extent to which these precautions are to be taken depend on individual situation but the decision of the engineer-in-charge regarding the steps to be taken in this regard in an individual case will be final.
- xiv. The contractor shall not employ men and women below the age of 18 years.
- xv. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- xvi. Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work. White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
- xvii. Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- xviii. Adequate facilities shall be provided to enable working painter to wash during and on cessation of work. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- xix. Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of ULB.
- xx. The ULB may require when necessary, a medical examination of workers.
- xxi. Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

- xxii. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
- xxiii. Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
- xxiv. These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- xxv. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this clause shall be loaded beyond the safe working load except for the purpose of testing. In case of ULB machines, the safe working load shall be notified by the engineer-in-charge. As regards contractor's machines the contractor shall notify the safe working load of the machine to the engineer-in-charge whenever he brings any machinery to site of work and get verified by the engineer-in-charge. Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- xxvi. All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xxvii. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
- xxviii. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by ULB official or their representatives.

70. Environment, Health & Safety Policy

- i. Scope: This specification established the environment, health and safety (EHS) management requirement to be complied with by the contractors during construction. Requirements stipulated in this specification shall supplement the requirements of EHS management given in relevant act (s) / legislations. General conditions of contract (GCC), special conditions of contract (SCC) and job specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

ii. References:

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Job specifications

iii. Requirements of Environment, Health & Safety (EHS) Management System to be Complied by Bidders

71. Management responsibility

- i. The Contractor should have a documented EHS policy to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- ii. The EHS management system of the Contractor shall cover the EHS requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.
- iii. Contractor shall be fully responsible for planning and implementing EHS requirements. Contractor as a minimum requirement shall designate / deploy the following to co-ordinate the above as per No. of workers deployed.
 - Up to 250 - Designate one safety supervisor.
 - Above 250 & up to 500 - Deploy one qualified and experienced safety Engineer.
 - Above 500-One additional safety (for every 500 or less) engineer/officer as above.
- iv. Contractor shall indemnify & hold harmless Owner / ULB& either representative free from any and all liabilities arising out of non – fulfillments of EHS requirements.
- v. The Contractor shall ensure that the Environment, Health & Safety (EHS) requirements are clearly understood & faithfully implemented at all levels at site.
- vi. The Contractor shall promote and develop consciousness for Safety, Health and Environment among all personnel working for the Contractor. Regular awareness, program site meetings shall be arranged on EHS activities to cover hazards involved in various operations during construction.
- vii. Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, stand by Ambulance or Vehicle and install fire protection measures such as: adequate number of steel buckets with sand and adequate fire extinguishers to the satisfaction of ULB/Owner.
- viii. The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the EHS requirements. This shall be submitted to ULB/Owner for approval. The monitoring for implementation shall be done by regular inspections and compliance to the observations thereof. The Contractor shall get similar EHS requirements implemented at his sub-contractor(s) work site/office.
- ix. However, compliance of EHS requirements shall be the sole responsibility of the Contractor. Any review / approval by ULB/Owner shall not absolve contractor of his responsibility / liability in relation to all HSE requirements.
- x. Non-Conformance on EHS by Contractor (including his Sub-contractors) as brought out during review/audit by ULB/Owner representatives shall be resolved forthwith by Contractor.
- xi. Compliance report shall be provided to ULB/Owner.
- xii. The Contractor shall ensure participation of his Resident Engineer / Site-in- Charge in the Safety Committee / EHS Committees meetings arranged by ULB/Owner. The compliance of any observations shall be arranged urgently.
- xiii. He shall assist ULB/Owner to achieve the targets set by them on EHS during the project implementation.
- xiv. The Contractor shall adhere consistently to all provisions of EHS requirements. In

case of non-compliance or continuous failure in implementation of any of EHS provisions; ULB/Owner may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract Value with a maximum limit of Rs. 10 lakhs. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage work, its extent & monetary penalty shall rest with ULB/Owner & binding on the Contractor.

- xv. All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommend Corrective and preventive actions. Findings shall be documented, and suitable actions taken to avoid recurrences shall be communicated to ULB/Owner.
- xvi. m. Owner / ULB shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

72. Housekeeping

- i. Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter alia the followings wherever applicable:
- ii. All surplus earth and debris are removed/disposed of from the working areas to identified location(s).
- iii. Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).
- iv. All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from workplace to identified location(s).
- v. Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and bricks etc. Shall not be allowed on the roads to obstruct free movement of men & machineries.
- vi. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- vii. Water logging on roads shall not be allowed.
- viii. No parking of trucks / trolleys, cranes and trailers etc. Shall be allowed on roads which may obstruct the traffic movement.
- ix. Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- x. Trucks carrying sand, earth and pulverized materials etc. Shall be covered while moving within the premises.
- xi. Only properly designed steel scaffolding materials to be used for working at heights more than 3.0m. Double scaffolding using wooden ballis may be allowed for working at height less than 3.0m

73. Environment, Health and Safety

- i. The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and, ULB/Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- ii. The Contractor shall ensure that all their staff and workers including their sub-contractor(s) shall wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- iii. Contractor shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0

meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

- iv. Contractor shall ensure that flash back arrester shall be used while using Gas Cylinders at site. Cylinders shall be mounted on trolleys.
- v. The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment's. All lifting equipment's shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night.
- vi. Hazardous and/or toxic materials such as solvent coating, or thinners shall be stored in appropriate containers.
- vii. All hazardous materials shall be labelled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- viii. Contractor shall ensure that during the performance of the work, all hazards to be health of personnel, have been identified, assessed and eliminated.
- ix. Chemical spills shall be contained & cleaned up immediately to prevent further contamination.
- x. All personnel exposed to physical agents such as ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- xi. Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.
- xii. Crèche where 10 or more female workers are having children below the age of 6 years.
- xiii. Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.
- xiv. Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labour camps, commensurate with applicable Laws / Legislation.
- xv. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required Contractor shall ensure that only the environment friendly materials are selected.
- xvi. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose of any such materials without the express authorization of ULB/Owner.

74. Details of EHS management system by contractor on Award of Contract

- i. The contractor shall prior to start of work submit his safety health and environment manual or procedure and EHS plans for approval by ULB/owner. The contractor shall participate in the pre-start meeting with ULB/owner to finalise EHS plans including the following:
- ii. Job procedure to be followed by Contractor for activities covering. Handling of equipment, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each activity.
- iii. ULB/Owner review / audit requirement.
- iv. Organization structure along with responsibility and authority records / reports etc. on EHS activities.
- v. Details of EHS management system by contractor during job execution
- vi. Implement approved environment, health & safety management procedure including but not limited to as brought out under para 3.0. Contractor shall also ensure to:

- vii. Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- viii. Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- ix. Submit timely the completed checklist on EHS activities, Monthly EHS report, accident reports, investigation reports etc. as per ULB/Owner requirements. Compliance of instructions on EHS shall be done by Contractor and informed urgently to ULB/Owner.
- x. Ensure that Resident Engineer / Site-in-Charge of the Contractor shall attend all the Safety Committee / EHS meetings arranged by ULB/Owner. Only in case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to ULB/Owner.
- xi. Display at site office and work locations caution boards, list of hospitals, emergency services available.
- xii. Provide posters, banners for safe working to promote safety consciousness.
- xiii. Carryout audits / inspection at sub-contractor works as per approved EHS.
- xiv. Document and submit the reports for ULB/Owner review.
- xv. Assist in EHS audits by ULB/Owner and submit compliance report.
- xvi. Generate & submit HSE records / report as per EHS Plan
- xvii. Appraise ULB/Owner on EHS activity.

LIST OF ANNEXURES

Annexure 'A'		Model Rules Relating to Labour, Water Supply and Sanitation In Labour Camps
Annexure 'B'		Contractor's Labour Regulations
Annexure 'C'		Drawings enclosed with NIT for understanding of bidder
Annexure 'D'		Detail Scope of Project and Technical Specification
Annexure 'E'		Bill of Quantity

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 pollution. 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

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 department in which the work is done.

(b) The contractor shall not with standing the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Labour Act, in force.

(d) The Commissioner/Chief Municipal Officer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment of wages or of deductions made 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” Drawings

Drawings enclosed with NIT for understanding of bidder

1. Layout Plan/GAD of Compost and MRF Plant including sectional drawings

Note – The above Drawings are only for guidance of the Bidder, are enclosed as Enclosure 1.

Please refer enclosed Layout Plan of Municipal Solid Waste Processing Plant (MSWP) with this NIT for more details.

ANNEXURE 'D' Detail Scope of Project Specification of Civil Work and Machinery

1. Objective

Solid Waste Management includes all activities that strive to minimize health, environmental, and aesthetic impacts due to solid waste. Negative impacts of unmanaged solid wastes on society are huge, ranging from air and water pollution and disease. It is envisaged that the proposed MSWM plan will address the issues / problems being faced or likely to be faced by Urban Local Bodies (ULBs), and compromise the following salient features:

- An efficient system having the ability to process solid waste in a scientific manner;
- A system that is customized to the areas requirement and shortcomings
- An affordable system
- Technology that is easy to maintain with national standards and SWM Rules 2016;
- A system that offers byproducts / end-products of collected waste in shape of compost, recyclable etc., as feasible and suitable

The focus of this proposed MSWM project will be on processing, recycling, resource recovery, and use of end by-products of urban solid waste generated from houses, streets, shops and offices etc.

2. About MARO

MARO is a significant industrial hub in Chhattisgarh, with a population of 6596 according to the 2011 census. It is strategically located along the Narayan to Navagarh highway, covering an area of 6.16 sq. km and divided into 15 wards. The city plays a vital role in the industrial landscape of the state. Currently There are approx. 1971 households, 64 commercial establishments, 8 institutes like schools, banks etc which generates municipal solid waste.

3. Proposed Scheme

The approximate waste generated in the ULB area is 2.66 TPD in 2026. The ULB intends to enter into a contract with selected contractor to implement the project of revamping of all existing SLRM to convert it into MRF and setting up 2 TPD Windrow Compost Plant including installation and commissioning of required machinery as mentioned in this NIT (Refer Annexure C, D and E).

4. Scope of Project

The Contractor selected through this Tender for the Municipal Solid Waste Processing Facility (MSWPF) will be responsible for:

- i. All the necessary civil work related to erection and commissioning of equipment's (foundation etc.) including internal electrical works, panel and other allied works shall have to be done by the Contractor as part of installation and commissioning of all electro-mechanical components/machinery at own cost.
- ii. Contractor should start construction within 15 days from the Commencement Date.
- iii. Drawing submission: After signing of Contract, the contractor has to submit the following drawings as per requirement at site:
 - a. Survey drawings
 - b. Site level Sheet along the full layout.

- c. Lab will be installed by the contractor at site for quality control
 - d. Development of Working Drawings (Civil/ Electrical/ Plumbing/ Mechanical etc. as per requirement of site condition)
 - e. As-Built Drawing after Completion.
 - f. Technical Specifications and makes list of each item which are proposed to be installed at the site.
 - g. Material testing reports to be done by the Contractor from Government Engineering College, NABL or ISO/IEC17025 certified lab while execution at his own cost.
 - h. The contractor shall be responsible to take approval of drawings and designs before execution of work by the PMC appointed by SUDA/ULB and vetting of the project by Government Engineering College/National Institute of Technology at own cost.
- iv. Design, Construction, Trial Run: The contractor should be responsible for the design, construction/installation and trial run of the MSWPF for effectively treatment of generated solid waste in the ULB area on an EPC basis, in accordance with the Contract Agreement specifications, standards and General Arrangement Drawing (GAD).
 - v. Facility Design and Build: The contractor should design, build, trial run an MSW processing facility, including a Material Recovery Facility (MRF) and windrow compost facility as per the General Arrangement Drawing (GAD).
 - vi. Construction and Infrastructure Development: The contractor should do civil construction and infrastructure development which will includes civil works and the development of all necessary support infrastructure, electro-mechanical systems, instrumentation, and other activities required (as per specifications mentioned in Annexure - D) for safe operation of the MSWPF as per GAD.
 - vii. Soil Bearing Capacity Tests: Contractor should conduct soil bearing capacity tests before construction to obtain data for foundation design.
 - viii. Primary Site Investigations: Contractor should perform topographic total station surveys and other primary site investigations.
 - ix. Construction and Commissioning: Contractor should complete the construction and commissioning of the MSW processing facility, including civil infrastructure and machinery installation, within 06 months from the agreement signing date.
 - x. Safety Measures: Contractor should take all reasonable measures to ensure the safety of workmen, materials, supplies, and equipment on-site.
 - xi. Odour Control during Trial Run: Contractor should use appropriate odour control systems/methods at the processing facility to minimize odour nuisance as per Central Pollution Control Board guidelines during Trial Run.
 - xii. Compliance with SWM Rules: Contractor should ensure treatment waste complies with the Solid Waste Management Rules, 2016, and amendments, as notified by the Ministry of Environment, Forest and Climate Change (MoEF&CC).
 - xiii. Design Norms: Contractor should design the MSWPF to meet norms under SWM Rules 2016 and State Pollution Control Board (SPCB) norms through Consent to Establish/Operate.
 - xiv. Permissions and Clearances: Selected contractor will support the ULB to obtain all

necessary permissions and clearances, including those under the Environment (Protection) Act, 1986, Air (Prevention and Control) Pollution Act, 1981, and Water (Prevention and Control of Pollution) Act, 1974. Assist in preparing technical documents for these permits (If Required).

- xv. Pest and Fire Control: Contractor should take necessary steps to minimize flies, rodents, animal menace, and fire hazards, and control odour at the site till completion of trial run.
- xvi. Procurement and Installation: Contractor should procure, install, and commission plant and machinery of reputed (as per the specifications provided in this document (as per specifications mentioned in Annexure - D) make and standards.
- xvii. Compliance of Specifications: Contractor should follow the technical specifications for civil and allied works and machines mentioned in the (as per specifications mentioned in Annexure - D).
- xviii. Conduct Trial run: ULB will collect and transport municipal solid waste to the designated point at the Municipal Solid Waste Processing facility, which will be used by contractor for trial run. The products created by the Contractor out of the processed Waste during trial run period shall be property of ULB.
- xix. Contractor will assist Urban Local Body to take all necessary approvals, sanctions, permits etc. required for commencing and implementing the Project.
- xx. Successful Bidder shall be mobilizing all the required resources for the Project and complete the setting up of the Waste Processing Plant within 06 months from the Commencement Date.
- xxi. Contractor should be responsible for construction from the concept stage to commissioning services including planning, execution, concrete mix designs, use of ready-mix concrete and any other required activities required for the Project.
- xxii. Contractor should be responsible for construction & Implementation of quality control & quality assurance from other statutory organization & technical compliances.
- xxiii. No alterations or damage should be caused to the area. In case any damage is caused to Government assets/premises by the Contractor without approval of ULB, the cost of same shall be recovered from the Contractor by the ULB.
- xxiv. The Contractor will make all arrangements on his own to execute the said work, at his own cost, as per the approval given by the ULB.
- xxv. Standard test of the said work shall be carried out as Quality control measure.
- xxvi. The Contractor shall submit a monthly progress report to ULB.
- xxvii. The Contractor should maintain the equipment needed for said work in a neat and good working condition during execution/ Contract Period in accordance with all applicable laws and ordinances.
- xxviii. The Contractor shall be responsible for compliance of all laws, acts and rules in relation to the environment and manpower deployed by them for the execution of the work and the ULB will have a right to be indemnified in respect of any consequence resulting from any breach or violation by the successful bidder of such rules and statutory obligations etc.
- xxix. The Contractor will be required to take preventive measures so that the buildings are not affected due to Project activities. Failure to do so will invite a penalty to the amount equivalent to restore the structure to the desired condition.

- xxx. The Contractor should have a dedicated team, consisting of both technical and commercial experts, of relevant experience related in the field of said work.

The land free of all encumbrances for the proposed project shall be provided by the ULB for the purpose of implementation of the project.

The above scope of work is in brief, and the details explicitly not mentioned but required for completion of the project is to be executed by the Contractor. Contractor shall provide sufficient Covered built-up area with all the required Furniture and Fittings for the Site office, at no extra cost to Employer.

5. Basic Structural Requirement

The Contractor will be responsible to construct/build following:

- i. **MRF & Windrow Plant-** Contractor has to revamp and set up (if applicable) the Material Recovery Facility (MRF) to process dry waste and Windrow platform including curing platform with shed to process wet waste. Windrow platform should be designed in way that leachate should be collected. Kindly refer annexure C and D for detailed specifications.
- ii. **Tipping Area –** Contractor has to construct tipping area to unload the waste as per specification mentioned in Annexure C.
- iii. **Leachate Collection Tank:** Contractor has to construct leachate collection tank as per annexure C.
- iv. **Office Building and Toilet Facility-** Contractor has to construct Office building and toilets in the plant Premises. One office room along with computer for day-to-day monitor and reporting of processing activities has to be established. Toilets, change room and wash area for workers has to be constructed. The contractor has to construct septic tank connected with toilet.

The contractor will be responsible for setting up plumbing and sanitary system covering all toilets, showers, bathrooms, kitchens and laundry room. Wherever possible all discharge pipes shall be fully vented. The design, installation, testing and maintenance of all plumbing systems & sanitary appliances shall comply with latest Indian Standards. All urinals and water closets shall have flush valves. The minimum acceptable mounting height of a shower head shall be 1.8 m from the finished shower floor.

- v. **Storage Area-** Contractor has to ensure set up of storage area in all MRF plant to store recyclable and baled material and in windrow compost plant to store the compost.
- vi. **Cement Concrete Road-** All the roads shall be designed to withstand the largest expected loads. The sub grade shall be compacted to the levels, falls, widths and cambers as per the grade requirements. Subbase will be laid on a prepared sub grade. Base and final road surfacing shall be of bitumen macadam. Paving areas shall be properly graded and compacted to required grade and slopes before providing the base layer.
- vii. **Drain-** The paved and unpaved areas shall be adequately drained. The surface drainage system shall be designed for surface washings and/or rain/fire water as the case may be.

- viii. **Fencing-** The Contractor has cover processing plant site by fencing/ brick boundary wall as per annexure C. The Entry gate will be also constructed on specified location along the fencing/ brick boundary wall.
- ix. **Borewell with Submersible Pump-** The Contractor has to dig a borewell in the plant premises and connect the submersible pump in the borewell. The necessary permission for borewell if any is to be acquired by contractor.
- x. **Rainwater Harvesting-** The contractor has to setup rainwater harvesting facility in the premises. The Contractor will be responsible to engage approved Hydrologist for the setup of rainwater harvesting facility.
- xi. **Pathway and Landscape-**The contractor has to construct/ revamp pathway/ landscaping of open area mentioned in the layout. Contractor should do all necessary beautification of the premises as part of landscaping.
- xii. **Water & Electricity requirement-** The water and electrical connection will be provided by ULB. However, the Contractor have to pay the water & electricity charges till trial run.

6. Basic Machinery Requirement

The Contractor will be responsible to procure, install, test and handover following machinery:

- i. **Weighbridge Installation:** Contractor to Install 10 Ton capacity electronic weighbridge, including all associated civil and electrical works in all Windrow Compost Plant and MRF plants as mentioned in Annexure E (as per specifications mentioned in Annexure - D). Weighbridge and associated systems must be capable of sharing real time data and integration with dashboard at ULB and State Level over internet. Internet connection may be provided by the ULB.
- ii. **Flat Conveyor Belt:** Contractor has to install flat conveyor belt in each Material Recovery Facility (MRF) as mentioned in Annexure E to segregate the dry waste. (as per specifications mentioned in Annexure - D)
- iii. **Baler Machine:** Contractor has to install required number of baler machine as mentioned in Annexure E in Material Recovery Facility (MRF) to baled the non-recyclable material (as per specifications mentioned in Annexure - D) if applicable.
- iv. **Fatka Machine:** Contractor has to install required number of Fatka machine as mentioned in Annexure E in Material Recovery Facility (MRF) to remove the dust of polythene (as per specifications mentioned in Annexure - D) if applicable.
- v. **Shredder Machine:** Contractor has to install a Shredder machine as mentioned in Annexure E in windrow compost plant to shred the wet waste into small pieces. (as per specifications mentioned in Annexure - D) if applicable.
- vi. **Baled Trolley:** Contractor has to supply required number of Baled Trolley in each MRF Plant as mentioned in Annexure E for transportation of baled material from once place to another. (as per specifications mentioned in Annexure – D)
- vii. **HDPE Wheeled Container:** Contractor has to supply 10 HDPE Wheeled Container as mentioned in Annexure E which will be use for storage of segregated material near flat conveyor belt in each Material Recovery Facility (MRF). (as per specifications mentioned in Annexure - D)
- viii. **CCTV Installation:** Install minimum 6 CCTV Cameras at each MRF and the Compost Plant as mentioned in Annexure E covering the weighbridge and other

important premises of processing plant to cover the treatment facility in its entirety. CCTV surveillance system must be capable of sharing real time AV feeds, data and integration with dashboard at ULB and State Level over internet. Internet connection may be provided by the ULB. (as per specifications mentioned in Annexure - D)

- ix. Turbine Ventilator- Contractor has to install 6 Turbine ventilator in each MRF plant as mentioned in Annexure E. (as per specifications mentioned in Annexure - D) if applicable.
- x. Compost Turner- Contractor has to supply and deploy self propelled compost turner as mentioned in Annexure E in Windrow Compost Plant (as per specifications mentioned in Annexure - D) if applicable.
- xi. Wheel Barrow- Contractor has to supply and deploy wheel barrows as mentioned in Annexure E in Windrow Compost Plant (as per specifications mentioned in Annexure - D).

Note: For a clearer understanding of the scope of work, including civil infrastructure and machinery requirements, bidders are advised to consult the drawings provided in Annexure C, Annexure D and Annexure E.

7. Capacity of Plant and Processing Technology:

Material Recovery Facility (MRF) and Compost Plant: The processing plant will accept fresh waste, sort it into streams, process, and store dry waste for later use as raw materials for remanufacturing and reprocessing. The main function is to maximize the quantity of recyclables processed while generating the highest possible revenues. Wet waste will be converted to compost in windrow compost plant. Authority shall provide land for revamping of all existing SLRM to convert it into MRF and setting up 2 TPD Windrow Compost Plant including installation and commissioning of required machinery as mentioned in this NIT (Refer Annexure C, D and E).

All Design, Works and Operation have to be in accordance to a "Quality Standard" as per prevailing rules established by Government of India or Government of Chhattisgarh that means (applicable and not limited to) a standard of performance which,

- i. is competent, efficient, economical and in accordance with techniques used in the waste disposal industry.
- ii. is in accordance with professional engineering, accounting and consulting standards, as applicable, recognized by professional bodies.
 - 1. is in accordance with sound management, commercial, technical, design and engineering practices.
 - 2. employs appropriate technology and safe and effective equipment, machinery and methods.
 - 3. protects the interests of the Authorities.
 - 4. is in accordance with the Solid Waste Management Rules, 2016; the Operator shall, always, carry out the Works and Services in accordance with the Technical Standards as specified and, where a specific technical standard of quality of performance has not been specified, the Operator shall perform the Services to the standard of Quality Standards as set out above.

8. The MRF and Compost Plant should have the following processes/ stages:

- i. Segregation of municipal solid waste into Bio-degradable and non-biodegradable

waste.

- ii. Pre-sorting and Mechanical Sorting. Mechanical sorting employs the following processes:
- iii. Recycling of Thermocol or Styrofoam, Detect and route system; size reduction; Bailing.
- iv. MRF and Compost facility will be also equipped with suitable environmental pollution control [Dust collection system, Noise suppression devices, Odor control system; Heating, ventilating & air conditioning (HVAC)] and monitoring equipment.
- v. The MRF and Compost Plant facility needs to be commissioned within 06 months from the issuance of the Lol.
- vi. After successful commissioning of the MRF and Compost Plant, the bidder needs to do trial run of the facility for a period of 03 Months from date of commissioning. The entire work shall be done on time by the successful bidder using his own financial resources, manpower, vehicles, equipment as may be necessary. All labour needs to be provided by the successful bidder.

The entire range of products generated/derived during trial run from waste shall be the property of the ULB.

A. Specifications of Civil and allied Works

1. Processing & Windrow Shed

- i. **Surface Dressing:-** Surface dressing of the ground including removing vegetation and making up undulations
- ii. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- iii. **Filling:-** Filling with excavated soil as per the instructions of EIC, If excavated soil or part of Excavated soil seems to be good for filling same shall be refilled as per direction of Engineer-In-charge and the remaining part of foundation and plinth shall be filled with new soil i.e. Sand Balance unused excavated soil if any, to be shifted/disposed off upto 1.00 Km area, Platform (filling in plinth with sand/ Crusher dust and hard moorum under floor in layers not exceeding 20cm in depth consolidating each deposited layer by ramming and watering)
- iv. **Concrete Work:-** PCC – 1:3:6, RCC (For Column & Plinth Beam) – 1:1/2:3
- v. **Reinforcement:-** Thermo-Mechanically treated bars FE 415
- vi. **Brick Work:-** Modular fly-ash lime bricks (FaLG Bricks) confirming to IS:12894-2002 of class designation 4.0, for 0.3 m thick wall in cm 1:6
- vii. **Shutter:-** Rolling shutter of approved makes made of M.S. laths interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull arrangement
- viii. **Plastering:-** 12 mm thick cement plaster with cm 1:6 for inner, 15 mm thick cement plaster with cm 1:5 for outer
- ix. **Painting:-** Finishing walls with two coat of water proofing cement paint of required shade to give an even shade. Two or more coat Premium Synthetic Enamel Paint on steel structure.
- x. **Flooring:-** 52 mm thick cement concrete flooring with under layer of 40mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) and

top layer of 12 mm thick cement metallic hardener concrete mix 1:2 (1 cement hardener mix : 2 stone aggregate of 6 mm size by volume) with metallic hardening compound of approved quality mixed with cement in ratio of 4:1 (4 cement : 1 metallic floor hardening compound by weight) including finishing.

- xi. **Steel Work:-** Steel work in tubular (round, square or rectangular hollow tubes etc.) structure (Pole, Truss, Tie Beam, Rafter, Purlins, Gusset Plate, Fixing Bolt, Base Plate etc.
- xii. **Roof:-** Polymer precoated galvalume profile sheets (PPGL) of approved size, shape and pitch of corrugation, total coated thickness (TCT) 0.60 mm +/- 5%, epoxy primer on both side of the sheet and colour polyester top coat 18-20 microns and 6-7 microns on bottom. Sheet should have protective guard film of 25 microns minimum in single length upto 12 meter or as desired by Engineer-in-charge. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55mm) with EPDM seal or with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead complete upto any pitch in horizontal/ vertical or curved surfaces.
- xiii. **Ridge and Gutter**
- xiv. **Rain Water Pipe:-** on wall face or under floor UV stabilized Unplasticized Rigid PVC pipes

2. Office Building and Toilet Facility

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- ii. **Filling:-** Filling with excavated soil as per the instructions of EIC, If excavated soil or part of Excavated soil seems to be good for filling same shall be refilled as per direction of Engineer-In-charge and the remaining part of foundation and plinth shall be filled with new soil i.e. Sand Balance unused excavated soil if any, to be shifted/disposed off upto 1.00 Km area, Platform (filling in plinth with sand/ Crusher dust and hard moorum under floor in layers not exceeding 20cm in depth consolidating each deposited layer by ramming and watering)
- iii. **Concrete Work:-** PCC – 1:3:6, RCC (For Column, Plinth Beam, Lintel Beam, Roof Beam, Slab) – 1:1/2:3
- iv. **Reinforcement:-** Thermo-Mechanically treated bars FE 415
- v. **Brick Work:-** Modular fly-ash lime bricks (FaLG Bricks) confirming to IS:12894-2002 of class designation 4.0, for 0.3 m thick wall in cm 1:6 upto plinth, 1:4 above plinth
- vi. **Plastering:-** 12 mm thick cement plaster with cm 1:6 for inner, 15 mm thick cement plaster with cm 1:5 for outer
- vii. **Flooring:-** 50 mm thick Cement concrete flooring with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm) in **office and dining area**, vitrified floor tiles with double charge/ multi charge printing with water absorption less than 0.5% and conforming to IS :15622 of approved make in all colours and shades and size mentioned below (+/- 10mm), laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) in **male and female lobby**, rectified ceramic glazed floor tiles of size 300x 300mm and above conforming to IS : 15622 of approved make, colour, shade laid on 20 mm thick Cement Mortar 1:4 (1 cement : 4 coarse sand) in **Urinal and Toilet**
- viii. **Door:-** Flush door shutters decorative type, core of block board construction with frame of first class hard wood and well matched teak ply veneering with vertical grains or cross bands and face veneers on both faces of 40 mm thick for **office and dining area**., factory made UPVC door frame made of UPVC profile section having an overall dimension as below (tolerance ± 1mm) with wall thickness 2.0mm ± 0.2mm, corners of the door frame to be jointed with galvanized brackets and stainless steel screws, joints mitred and plastic welded. The hinge

side vertical of the frames reinforced by galvanized M.S. tube of size 19 X 19mm and 1mm \pm 0.1mm wall thickness and 3 nos. stainless steel hinges fixed to the frame for **toilet area**. Bright finished brass butt hinges, door handle, door stopper with brass polished MS screws.

- ix. **Painting:-** 2mm thick ready mix exterior grade approved make putty(Manufactured with cow dung processing), on walls to make the surface smooth and even, Wall painting with acrylic luxury emulsion (plastic) paint of required shade.
- x. **The Plinth level shall be 600mm above from nearest road level**

3. Cement Concrete Road

- i. **Excavation:-** Excavation for roadway in soil using including loading in tipper for carrying of cut earth to embankment site and unloading with all lifts and lead upto 1000 meters
- ii. **Granular Sub-Base:-** Construction of granular sub-base by providing close graded Material, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface watering rolling and compacting with vibratory power roller at OMC to achieve desired density
- iii. **Cement Concrete:-** Laying cement concrete for plain concrete/ reinforced concrete of M10 and M30
- iv. **Shoulders:-** Construction of shoulders

4. Paved Pathway

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- ii. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- iii. Fixing precast compressed plain cement concrete edge restraint block of size 500mm x 250mm x 60mm of compressive strength of 200 kg per sq.cm manufactured by electro hydraulically operated block machine by excavated trench of 150mm depth, laid width wise etc
- iv. Laying 60mm thick precast interlocking concrete blocks of approved size (approx 305 sqcm) and shape/ pattern, over 40 mm thick average complete coarse sand bed with joints of 3mm thick filled by fine sand including leveling with surface vibrator, temping and sweeping etc. complete of minimum compressive strength of 250 kg/sq.cm

5. Drain

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- ii. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- iii. **Concrete Work:-** PCC – 1:3:6, RCC – 1:1/2:3
- iv. **Reinforcement:-** Thermo-Mechanically treated bars FE 415

6. Fencing

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing

capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.

- ii. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- iii. **Concrete Work:-** PCC – 1:3:6, RCC – 1:1/2:3
- iv. **Brick Work:-** Brick work with modular fly-ash lime bricks (FaLG Bricks) confirming to IS:12894-2002 of class designation 4.0 with cement mortar of 1:6
- v. **Plastering:-** 15mm thick cement plaster with cement mortar 1:5
- vi. **Fencing:-** fixing in position chain linked steel wire fabric made of 4mm dia G.I. wire of required width in mesh to concrete/ wooden/ angle iron posts including securing and screwing with 2mm dia G.I. wire, G.I.staples, G.I.U-nails or steel pins etc, 50x50 mm
- vii. **Entry Gate:-** fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset , plates at the junctions and corners, all necessary fittings, using flats 30x6mm for diagonal braces and central cross piece.

7. Brick Boundary Wall

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- ii. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- iii. **Concrete Work:-** PCC – 1:3:6, RCC – 1:1/2:3
- iv. **Reinforcement:-** Thermo-Mechanically treated bars FE 415
- v. **Brick Work:-** Brick work with modular fly-ash lime bricks (FaLG Bricks) confirming to IS:12894-2002 of class designation 4.0 with cement mortar of 1:6
- vi. **Plastering:-** 15 mm thick cement plaster with cm 1:5 for outer
- vii. **Painting:-** 2mm thick ready mix exterior grade approved make putty(Manufactured with cow dung processing), on walls to make the surface smooth and even, Wall painting with acrylic luxury emulsion (plastic) paint of required shade.
- viii. **Entry Gate:-** fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset , plates at the junctions and corners, all necessary fittings, using flats 30x6mm for diagonal braces and central cross piece.

8. Borewell with Submersible Pump

- i. **Drilling:-** Boring/drilling bore well perfectly vertical for the specified depth suitable to receive required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/bore log, including hire & running charges of all equipment's, tools, plants & machineries required for the job
- ii. **Casing:-** Supplying, assembling, lowering and fixing in vertical position in bore well, ISI marked G.I. casing pipe (Plain) medium class in 4 to 7 meters length one end fitted with socket as per IS: 1239 (Part-1&Part-2) 1992 with IVth revision (Up-to-date amendments), of reputed & approved make.
- iii. **Tube Well:-** Development of tube well in accordance with IS : 2800 (part I) and IS: 11189, to establish maximum rate of usable water yield without sand content (beyond permissible limit), with required capacity air compressor, running the compressor for required time till well is fully developed, measuring yield of well by "V" notch method or any other approved method, measuring static level & draw down etc. by step draw down method, collecting water

samples & getting tested in approved laboratory, i/c disinfection of tube well, all complete

- iv. Fixing suitable size threaded mild steel cap or spot welded plate to the top of bore well housing/ casing pipe, removable as per requirement.
- v. Fixing on wall surface G.I. pipes medium class complete with G.I. fittings and clamps, including cutting, making good the walls etc. and testing of joints complete.
- vi. Installation of Energy efficient five star BEE rating ISI Marked required capacity of Three Phase, 50 Hz, 415V, deep well submersible pump Steel body, suitable for 6" tube well with Control Panel Starter suitable for Submersible pump with dry run protection, single phase preventer, connections, including clamps, bore cap etc. (5 H.P. with 8 to 9 stages, Head Mt. 83-32 Discharge LPM 60-270)
- vii. Supplying and laying of submersible flat cable ISI marked 3 core copper wire of suitable size with proper clamping of approved make.
- viii. Supply, installation, testing and commissioning of 5-7.5 HP 3 phase submersible motor starter cum control wall/ floor mounted type made out of not less than 1.6 mm thick MS sheet and comprising of following panel mounting switchgears there in including connection inter-connection etc. as required.
 - a) Phase indicating lamps with fuses and toggle switches 1 set
 - b) 5/7.5 HP 3 phase DOL starter with over load and no volt relay 1 No
 - c) 32 A "C" curve TPMCB 1 No
 - d) Voltmeter 0-500 V with selector switch 1 set
 - e) Ammeter 0-10 A with CT's and selector switch 1 set.

9. Rainwater Harvesting

- i. **Excavation:-** The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of underground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made.
- ii. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- iii. **Concrete Work:-** PCC – 1:3:6, RCC (For Column & Plinth Beam) – 1:1/2:3
- iv. **Brick Work:-** Brick work with modular well burnt clay bricks of crushing strength not less than 25 kg/sqcm and water absorption not more than 20%.
- v. Providing, laying and jointing UPVC pipes with solvent cement joint for 4, 6, 8 and 10 Kg / sqm pressures including, testing of joints.

10. Landscape

- i. **Filling:-** Filling with sand/ Crusher dust and hard moorum under floor in layers
- ii. Filling mixture of earth and sludge or manure in the desired proportion in trenches, flooding with water and levelling
- iii. Planting herbs in garden including preparation of soil, base plantation, providing and spreading different fertilizers, soil and sand

B. Specifications of Machinery & Equipment

1 Flat Conveyor Belt

Parameter	Specifications/Description
Length of Conveyor	Approx. 7 m from End to End of conveyor
Width of Conveyor Belt	700 mm
Height of Conveyor	800 mm
Type	Flat roller type belt conveyor
Motor	3.75 kW (5 HP), 1440 RPM, TEFC (Totally Enclosed Fan Cooled) copper wire conforming to IS : 13730, 3- phase, 4- pole
Inclination	0°
Size of belt	1000 mm wide (working width 800 mm)
Belt Specification	Plain rubber belt, 3 ply, 3 mm top, 1.5 mm bottom rubber covering, total plain belt thickness 08 mm, nylon cord conforming to M 24 grade
Drive pulley for conveyor	320 mm OD with crowning surface with 65 mm shaft with rubber coating and hearing bone design
Rear pulley for conveyor	320 mm OD with crowning surface with 65 mm shaft with rubber coating and hearing bone design
Side Guard	2 mm thick MS sheet with supporting structure
Side guard skirting	2 mm thick rubber belt
Conveyor body	Manu. From IS 2062, 4 mm thickness plate framing structure
Rear pulley cover	2 mm thick MS sheet
Bearing for roller	6205 2RS type
Shaft	Precise Machined from EN-24 grade material
Guide rollers	60 mm pipe with bright bar spindle and sealed with single roll anti friction deep grooved ball bearing
Carrying & return roller	76.1 mm ID ERW pipe with CI housing, bright bar spindle and sealed with single roll anti friction deep grooved ball bearing
Bearing	Angular contact type with fitted in split housing
Idler Spacing confirming to IS 9295-1983	Carrying Idler – 600 to 800 mm, Return Idler - 1200 to 1500 mm
Belt join	Endless type belt
Scrappers	Driver side: Flat Scraper Rear Pulley: V plough type
Take up	Screw type take up design at front side of Conveyor
Gear Box	Worm type, 20:1 ratio, Hollow input & output
Belt speed	1.2 m/sec
Pulley RPM	72 RPM
Conveyor direction	Uni- directional (One side)
VFD specification	VFD suitable for speed control of conveyor belt motor ranging from 50% to 100% of rated speed

Speed Control	0.6 to 1.2 m/sec (using gear & VFD)
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2 Wheel Barrow

Parameter	Specifications/Description
Capacity of Wheel barrow	140 litre
Load carrying capacity	450 kg
Sheet Material	Steel sheets confirming to IS:2062
Sheet thickness	1.8 mm
Wheel material	Mild Steel with Solid or Cushioned rubber tyre
Type of bearing / bush	Cast iron bearing
Steel tube	not be drilled, light tubes confirming to IS:1239
Grey Iron Castings	Conform to IS:210
Finish of Metal parts	Two coats of black bituminous paint
Diameter of the Wheel	500 mm
Nominal width of tyre	50 mm
Hand Grips	Yes
Leg support	Yes

3 HDPE Wheeled Container

Parameter	Specifications/Description
Capacity	100 litre
Material	High Density Polyethylene (HDPE)
Type	Injection molded
High resistance to	Heat & Chemicals
Pay load	Municipal Solid Waste
Confirming Standards	Appropriate Indian Standards
Wheels	Yes, Durable rubberized/PU/equivalent
Hand Grips	Yes

4 Surveillance Camera

Parameter	Specifications/Description
8 Channel DVR	8 channels and 1 HDD DVR, Up to 12 IP cameras can be connected, Efficient compression technology
5 MP Built in Mic Bullet Camera	5 MP, 2560 × 1944 resolution, Audio over coaxial cable, built-in mic, Smart IR, up to 25 m IR distance, 4 in 1 video output (switchable TVI/AHD/CVI/CVBS)
5 MP Built in Mic Dome Camera	5 MP, 2560 × 1944 resolution, Smart IR, upto 20m IR distance, Audio over coaxial cable, built-in mic, 4 in 1 video output (switchable TVI/AHD/CVI/CVBS)
Hard Disk 1 TB	Full Surveillance Hard Disk With 2 Year Warranty
3+1 Solid Copper Cable	Full Solid Copper, 90 Meter
Power Supply Ch-8	Burning Warranty claim
PVC Box 4x4	Solid PVC
BNC Connector	Per Camera 2 Pcs Required
DC Connector	Per Camera 1 Pcs Required
Note: CCTV surveillance system must be capable of sharing real time AV feeds, data and integration with	

dashboard at ULB and State Level. Internet connection may be provided by the ULB.

5 Weigh Bridge (10 Tons)

Parameter	Specifications/Description
Bridge Type	Electronic Pitless Type
Platform material & Size	<ol style="list-style-type: none"> 1. High Tensile Structural Steel as per IS:2062:2011 2. Should be anti-skid type. 3. Thickness of platform plate not less than 10 mm 4. Size 6.6 metre and 2.5 metre (length X width)
Weighing Capacity	10 Tonne
Load cell	4 Load cell
UPS	30 minute backup
Printer	Laser Printer
Display modes	<ol style="list-style-type: none"> a) Indicate weight b) Indicate calibration-Auto zero tracking c) Calibration to be checked automatically every 5 minutes
Readability	2 Kg
Type/capacity of load cell	Digital Double Ended Shear Beam load cells, pre-calibrated load cells – 5000/kg (04 No.) with mounting kits
Accessories of Junction Box (01 Set)	Cables: Home run cable 20 metre & inter connections cable between load cell and junction box & weighing electronics.
Electric supply	3 Phase (440 V 50Hz)
Surface finish on metal parts	Powder coating/ paint
Surface finish on metal parts	Powder coating/ paint
Note: Weighbridge must be capable of sharing real time data of weighment and integration with dashboard at ULB and State Level. Internet connection may be provided by the ULB.	

6 Bale trolley

Parameter	Specifications/Description
Carrying Capacity	250 kg (Minimum)
Size	40" L X 20" W x 10" Height of Toe (Minimum)
Trolley Material	Mild Steel
Wheels	2 Nos to 4 Nos
Wheel Material	High quality polymer wheels (8-10 Inch dia)
Surface Finish	Powder Coated or Painted (Rust-proof)
Operating Type	Manual (Hand-operated)2
Shape	Rectangular or L-type
Load Platform Height	Approx. 10" to 12" from ground level

7 Turbine ventilator

Parameter	Specifications/Description
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Turbine Diameter	24" to 36" (610 mm to 915 mm)
Number of Vanes	30 to 48
Bearings	Double Ball Bearing or bearing-less spider frame
Base Plate Material	FRP (Fiber Reinforced Plastic), Polycarbonate, or Galvanized Iron (GI)
Airflow Capacity	1500–2500 CFM per unit (depends on wind speed and size)
Wind Resistance	Up to 180 km/h
Operating Principle	Wind-driven + thermal convection (no electricity required)
Roof Compatibility	RCC, metal, asbestos, GI sheet roofs
Mounting Method	Bolted or riveted with waterproof sealant

8 Compost Sieve Machine

Parameter	Specifications/Description
Automation Grade	Manual
Material	Mild Steel with paint coating/ Stainless Steel
Screener Size/Mesh	4–6 mm
Capacity	200–300 kg per hour
Usage/Application	Any type of compost
Portability	Yes, Portable
Length	5 to 7 feet
Diameter	2 to 3 feet

Annexure – “E” Bill of Quantity

Bill of Quantity is enclosed with this NIT for understanding of the Bidder

Annexure “F” – Checklist for Document Submissions

Envelop	Sr no	Document	Submission Status
Physical Submission-Documents to be submitted Physically			
Envelop A	i.	The tender fee as mentioned in NIT in original. It is non-refundable.	
	ii.	The Earnest Money Deposit (EMD) in the form of FDR/TDR of a Nationalized /Scheduled bank of India in favour of the “CHIEF MUNICIPAL OFFICER, MARO” payable at MARO’ which will be returned to the unsuccessful Bidders after the award of contract. The Earnest Money of the successful Bidders will be retained as part of the Security Deposit. The EMD as mentioned in NIT should be submitted in Original with Physical Envelope “A” and Scan copy (Online).	
	iii.	Attested copy of CG PWD Valid Registration Certificates (Class D and above) and Partnership Deed, registration, amendment certificate (as the case may be)	
	iv.	Attested copy of PAN card issued by I.T. Department	
	v.	Attested copy of Valid GST/ CGST Registration must be valid up to Bid due date as per key dates otherwise tender will be disqualified	
	vi.	Valid Bank Solvency certificate (INR 4.45 lakhs) in Bank Letter Head. (Not Older than 12 Months from Bid due date), Mention the Bank Dispatch No. or Ref. No. or Verifiable unique number or Date (otherwise tender will be disqualified while opening)	
	vii.	Appendix – 4 Affidavit Non Black listed, Claim, Litigation & Arbitration on Non-Judicial stamps of Rs. 100 in original	
	viii.	Bid Form (With Out Price) -Appendix 5 in original	
	ix.	Appendix 6 Power of Attorney in original. The Bidder should submit a Power of Attorney (POA) as per the format, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favor of executant.	
Online Submission- Documents to be submitted Online Only			

Envelop A	i.	The tender fee as mentioned in NIT (scan copy (online))	
	ii.	The Earnest Money Deposit (EMD) in the form of FDR/TDR of a Nationalized /Scheduled bank of India in favour of the "CHIEF MUNICIPAL OFFICER, MARO" payable at MARO (scan copy (online)).	
	iii.	Attested copy of CG PWD Valid Registration Certificates (Class D and above) and Partnership Deed, registration, amendment certificate (as the case may be) (scan copy (online)).	
	iv.	Attested copy of PAN card issued by I.T. Department (scan copy (online)).	
	v.	Attested copy of Valid GST/ CGST Registration must be valid up to Bid due date as per key dates otherwise tender will be disqualified (scan copy (online)).	
	vi.	Valid Bank Solvency certificate (INR 4.45 lakhs) in Bank Letter Head. (Not Older than 12 Months from Bid due date; Mention the Bank Dispatch No. or Ref. No. or Verifiable unique number or Date (otherwise tender will be disqualified while opening) (scan copy (online)).	
	vii.	Appendix – 4 Affidavit Non Black listed, Claim, Litigation & Arbitration on Non-Judicial stamps of Rs. 100 in original (scan copy (online)).	
	viii.	Bid Form (With Out Price) -Appendix 5 (scan copy (online)).	
	ix.	Appendix 6 Power of Attorney in original. The Bidder should submit a Power of Attorney (POA) as per the format, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favor of executant. (scan copy (online)).	
Envelop B	i.	Partnership deed /MOA of company/Firm/Company valid Registration documents	
	ii.	Technical & Financial prequalification documents	
	iii.	Bid Capacity	
	iv.	Affidavit regarding Balance amount of work in hand	
	v.	ITR of last five years (up to 31.03.25)	
	vi.	The bidder should have a positive net worth in last FY i.e 2024-25. The certificate from C.A. shall be attached.	

Revamping of Material Recovery Facility (MRF) including installation of Machinery and construction of Compost Plant in Municipal Areas of Maro, Chhattisgarh

	vii.	As per Pre-Qualification Criteria mentioned in PQ document. (Appendix-1 to 6)	
Envelop C	i.	Percentage Rate offer (Cost of works + cost of 03 Months Trial Run) (including GST, other taxes etc.) shall be submitted online only.	

End of Document