

कार्यालय नगर पालिक निगम, रायगढ़ (छ0ग0)

क्रमांक 1334 / लो क वि / न पा नि / 2019

रायगढ़ दिनांक 27/09/19

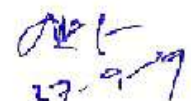
11. द्वितीय निविदा आमंत्रण सूचना 11

नगर पालिक निगम, रायगढ़ द्वारा निम्नलिखित कार्य के लिए लोक निर्माण विभाग द्वारा एकीकृत पंजीयन प्रणाली अंतर्गत संक्षम श्रेणी में पंजीकृत ठेकेदारों से निविदा प्रपत्र "ब" में नगर पालिक निगम, रायगढ़ की वेबसाइट uad.cg.gov.in/ www.nagarnigamraigarh.com से निविदा प्रपत्र डाउनलोड कर पूर्ण रूप से भरकर निविदा प्रपत्र के साथ निर्धारित प्रपत्र शुल्क डी डी के माध्यम से दिनांक 14.10.19 अपराह्न बजे तक स्पीड पोस्ट/पंजीकृत डाक से मुहरबंद निविदाएं त्रि-लिफाफा पद्धति से आमंत्रित की जाती है। प्राप्त निविदाएं दिनांक 14.10.19 को अपराह्न को सायं 04.30 बजे उपस्थित निविदाकारों अथवा उनके अधिकृत प्रतिनिधि के समक्ष खोली जावेगी।

क्र.	कार्य का नाम	कार्य की लागत (लाख में)	अमानत राशि (रुपये)	निविदा प्रपत्र का मूल्य	ठेकेदार की श्रेणी	समया वधि
1	Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar Water Pumping System at BABADHAM BAL UDYAN, Raigarh	11.90	9000/-	750/-	डी-वर्ग एच उपर	03 माह

नियम एवं शर्तें-

- उपरोक्त कार्य की निविदा प्रपत्र वेबसाइट uad.cg.gov.in/www.nagarnigamraigarh.com से डाउनलोड कर प्राप्त किया जावे।
- निविदा त्रि-लिफाफा पद्धति से मान्य किया जावेगा। प्रथम लिफाफा में ठेकेदार का जीवित पंजीयन प्रमाण पत्र, आयकर चुकता प्रमाण पत्र, अनुभव प्रमाण पत्र, मान्य जी एस टी प्रमाण पत्र एवं अन्य दस्तावेज के साथ निर्धारित प्रपत्र शुल्क का डी डी एवं अमानत राशि का टी डी आर / एफ डी आर प्रस्तुत करना होगा तथा द्वितीय लिफाफा में ठेकेदार द्वारा भरा हुआ निविदा प्रपत्र होगा। तृतीय लिफाफा में उपरोक्त दोनों लिफाफाएं होंगी। आवश्यकता पड़ने पर मूल अभिलेख प्रस्तुत करना होगा।
- निविदा प्रपत्र स्पीड पोस्ट/पंजीकृत डाक द्वारा ही प्राप्त किये जावेगे। अन्य किसी माध्यम से जैसे व्यक्तिगत या कोरियर आदि से भेजे गये निविदा स्वीकार नहीं की जावेगी। निर्धारित तिथि व समय के पश्चात प्राप्त निविदाएं स्वीकार नहीं की जावेगी एवं न ही खोली जावेगी तथा वापस दी जावेगी डाक विलम्ब के लिए नगर पालिक निगम, रायगढ़ जिम्मेदार नहीं होगा।
- अमानत राशि के रूप में टी डी आर / एफ डी आर / एस टी डी आर / डी आर आयुक्त नगर पालिक निगम रायगढ़ के नाम से ही स्वीकार होगा।
- निविदा की वैधता 180 दिनों की होगी। दरे समस्त कर सहित मान्य होगी। पृथक् से किसी भी कर का भुगतान नहीं किया जावेगा।
- कार्य के दौरान मूल्य वृद्धि (Price Escalation) की गणना किसी भी स्थिति में नहीं की जावेगी। राशत निविदा मान्य नहीं की जावेगी।
- कार्य का अन्य विवरण एवं नियम शर्त कार्यालय में कार्यालयीन अवधि में देखा जा सकता है।
- नियम एवं शर्त अनुबंध का एक भाग होगा।
- किसी भी निविदा को बिना कारण बताए स्वीकृत/अस्वीकृत/निरस्त करने का अधिकार अधोहस्ताक्षरकर्ता के पास सुरक्षित रहेगा।

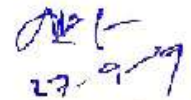

27-9-19

कार्यपालन अभियंता
नगर पालिक निगम
रायगढ़ (छ ग.)

रायगढ़ दिनांक 27/09/19

पृ क्रमांक 1334 / लो क वि / न पा नि / 2019
प्रतिलिपि-

- महापौर/सभापति महोदय नगर पालिक निगम, रायगढ़ को सादर सूचनाार्थ।
- प्रोग्रामर डाटा सेंटर, नगरीय प्रशासन एवं विकास, रायपुर को विभागीय वेबसाइट में अपलोड किए जाने हेतु सूचनाार्थ संप्रेषित।


27-9-19

कार्यपालन अभियंता
नगर पालिक निगम,
रायगढ़ (छ0ग0)



RAIGARH MUNICIPAL CORPORATION
BABADHAAM BAL UDYAN
UNDER AMRUT MISSION

TENDER DOCUMENT [Package- I (b)-Garden-Solar Equipment]

**Name of work –Supply, Installation, testing and commissioning of LED based
Solar Photovoltaic garden Lighting system, Solar Water Pumping
System at BABADHAAM BAL UDYAN, Raigarh**

FORM – B (Based on Item Rate Contract)
(Estimated Cost Rs.11.90 Lacs)



COST OF TENDER DOCUMENT - Rs.750.00

Office of the Commissioner
Municipal Corporation, Raigarh
Chhattisgarh

Web Site: www.nagarnigamraigarh.com
E-mail: nraigarh@ymail.com

MUNICIPAL CORPORATION RAIGARH CHHATTISGARH

I N D E X

S. No.	Contents
1.	Salient Features of Tender
2	Notice Inviting Tender (In English)
3	Detailed Notice Inviting Tenders
4	Annexure - “A”- Model Rules relating to labour, water supply and sanitation etc
5	Annexure - “B”- Contractor’s Labour Regulations
6	Annexure “C” - Statement showing the lead of materials
7	Annexure - “D”- Form of Income Tax Clearance Certificate (Applicable to works costing more than Rs.2.00 Lakhs)
8	Form – B
9	Special Conditions of contract
10	Annexure “E”- Brief specifications
11	Annexure “F” - Schedule of quantity
12	Annexure “G” - Form of Bank Guarantee
12	Annexure “H” – Special Conditions of NIT
13	Annexure “I” - INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR ONLINE ELECTRONIC GOVERNMENT PROCUREMENT SYSTEM (e-GPS).
	Annexure “J” - Pre contract Integrity Pact
	Appendix 1 to 13

SALIENT FEATURES OF TENDER

1.	Name of work	Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar Water Pumping System at BABADHAAM BAL UDYAN ,Raigarh
2.	Name of contractors A. Class of Contractor registered in Appropriate Class B. Postal Address C. Telephone Number & Fax number if any
3.	Probable amount of contract	Rs. 11.90 Lacs
4.	Earnest Money	Rs. 9000.00
5.	Date of Issue

Note - This tender document with Annexure and notice inviting tender shall be part of the agreement.

Signature and seal of contractor/firm or his
Authorized representative

Commissioner
Municipal Corporation
Raigarh, Chhattisgarh

MUNICIPAL CORPORATION, RAIGARH CHHATTISGARH

NOTICE INVITING TENDERS

NIT No./SAC

RAIGARH /Dated

Online tender are invited on behalf of the Municipal Corporation, RAIGARH for the following work in the **Form “B”** contract from the contractors registered in Unified Registration System (Single Window) on GoCG e-Procurement System Portal of Chhattisgarh (<https://cgeprocurement.gov.in>) through sub portal <https://uadd.cgeprocurement.gov.in>

S. no.	Name of work	Probable amount of contract	Earnest money	Time allowed for completion (including rainy season)	Bid Processing Fees	Validity of offer (from the date of opening of financial offer)	Class of the Contractor
1	2	3	4	5	6	7	8
	Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar Water Pumping System at BABADHAAM BAL UDYAAN ,RAIGARH	Rs.11.90 Lacs	Rs. 9000.00	03 months	Rs.750.00 (Rupees Seven Hundred & Fifty only)	120 days	In Appropriate Class

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 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. 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 18002582502 or through Email ID – helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in

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.

All the Contractors are required to submit Envelope “A” physically containing the following:-

The Earnest Money, of **Rs. 9000.00 in the form of FDR/TDR issued by a Nationalized /Scheduled Bank** in favour of the “**Commissioner, Municipal corporation, Raigarh** payable at ‘**Raigarh**’ is required to be submitted. The Earnest Money of the successful tenderer will be retained as part of the Security Deposit. The Earnest Money deposit will be returned to the unsuccessful tendered after award of contract. EMD has to be deposited in the form of FDR.

A prebid meeting in this context shall be held in the office of the **Municipal Commissioner Raigarh Corporation** on Dated03.00 PM-for preparation of common set of conditions on the basis of which the contractors shall quote their offers.

The Tender should be accompanied by the following **Pre-Qualification Documents** duly attested.

1. Valid GST Registration certificate.
2. Valid e-registration certificate furnishing the “Unique Identification Number” under UNIFIED REGISTRATION SYSTEM, e-registration. issued by E-in-C PWD CG..
3. 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 year i.e. 2014-2015 to 2018-2019. The certificate should be issued by an officer not below the rank of Executive Engineer.
- 3(a) सार्वजनिक उपक्रम क्षेत्रों में किए गए कार्य हेतु अधिक्षण अभियंता या उच्च स्तर द्वारा जारी प्रमाण पत्र को संबंधित ठेकेदार निविदा की प्रक्रिया में कार्य अनुभव प्रमाण पत्र के रूप में प्रस्तुत कर सकेंगे, जिसे निविदा प्रक्रिया में मान्य किया जावेगा।
4. The details of works in hand indicating name of work, Agreement no., work order no., and date, amount of contract, period of completion, value of work and balance work in hand with details of work on the date of submission of Tender.
5. Financial turn over during last five years i.e. **2014-15 to 2018-18**. PAN details and ITR for the last five years duly certified by a Chartered Accountant are required to be submitted.
6. List of available tools and plants for successful completion of work.
7. The Department reserves the right to change the Key dates of the Tender Process.

3- Work Experience:

The applicant, supplier or manufacturer must have experience of successfully completed/executing the project of similar nature and complexity, comparable to the proposed contract within last 5 years.

Note:-

- (a) For details on tendering procedure through the electronic tendering system, please refer to “**Instructions for Using the Electronic Tendering System**” document available along with the tender documents.
- (b) **Regarding above tender details information available in Green spaces and Parks section Municipal Corporation RAIGARH (C.G.)**

**Commissioner
Municipal Corporation
Raigarh, Chhattisgarh**

Endt. No...../2019

RAIGARH/Dated :

Copy forwarded to :-

1.
2.
3.
4. Notice Board.

**MUNICIPAL CORPORATION
RAIGARH ,CHHATTISGARH**

NIT No.....

RAIGARH/dated

DETAILED NOTICE INVITING TENDER

DATE OF ISSUE OF N.I.T.....

DATE OF RECEIPT OF TENDER

Online tender are invited on behalf of the Municipal Corporation, RAIGARH for the following work in the **Form “B”** contract and will be received up to..... from the contractors registered in Unified Registration System (Single Window) on GoCG e-Procurement System Portal of Chhattisgarh (<https://cgprocurement.gov.in>) through sub portal <https://uadd.cgprocurement.gov.in>

S. n o.	Name of work	Probable amount of contract	Earnest Money	Time allowed for completion (including rainy season)	Bid submission Fees	Validity of offer (from the date of opening of financial offer)	Class of contract or
1	2	3	4	5	6	7	8
1.	Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar water pumping system at BABADHAAM BAL UDYAN ,RAIGARH	Rs. 11.90 Lacs	Rs. 9000.00	03 months	Rs.750.00 (Rupees Seven Hundred & Fifty only)	120 days	In Appropriate Class

Note:

1. Registration and subsequent empanelment for e-tendering website (<https://eproc.cgsstate.gov.in>) and department's sub-portal is mandatory.

2. 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 Technical and Commercial bids in prescribed formats on the above mentioned portal only.
3. 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 18002582502 or through Email ID – helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in
4. **Validity of offer - 120 days.(Excluding the code of conduct period from date of opening of financial offer.**
5. **Pre-bid Meeting** shall be held in the office of the Commissioner RAIGARH Municipal Corporation on Dated, 03.00 PM ----- The contractors shall give their suggestions and conditions based on which common set of conditions shall be framed and uploaded. The contractors shall download the common set of , sign and upload the scanned copy of the signed document in envelope B along with their technical bid documents without which the tender shall not be opened and inevitably rejected
6. The Technical offer shall be opened in presence of the Bidders or their authorized representatives, who may choose to be present. The date and place of opening of financial offer will be intimated to the Bidders subsequently after opening of technical offer.
7. The Tenderers are required to submit ‘Envelope “A”’ physically as per dates Indicated in Key Dates. The Physical Envelope ‘A’ should contain the following: -
 - i. The Earnest Money, of Rs. 6000.00 in the form of DD/FDR issued by a Nationalised/Scheduled Bank in favour of the “**Commissioner, Municipal Corporation, Raigarh** “ payable at ‘**RAIGARH**’ is required to be submitted 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.
 - ii. Also the technical Bid shall be submitted physically but the financial offer shall be submitted online. In all cases the submission which is online shall prevail.
8. No Joint ventures shall be allowed for the bidding process
9. **To Qualify each Tenderer must have in last Five years**
Satisfactorily completed at least one similar work equal in value **30% (forty percent)** of the Probable amount of contract as on date of submission of financial offer.

Note : Similar works meaning Supply, installation, testing and commissioning of of Solar Machineries/equipments to any Govt/Semi Govt/Corporations bodies in India.

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

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

And/or

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

10. INFORMATION REQUIRED WITH THE PROPOSAL

The tender must clearly indicate the name of the manufacturer, the types and model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.

The above information may be provided by the tenderer in the form of separate sheets, specifications, catalogues etc.

Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the tenderer will be retained by Municipal Corporation RAIGARH. Any deviations from these will not be permitted during the execution of contract, without specific written permission of Municipal Corporation RAIGARH.

COMPLETION PERIOD

- (a) The total work assigned to the contractor shall have to be completed by him within **03 months** from the date of signing the agreement. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfill the requirements.
- (b) In case the contractor fails to execute the said work or related obligations within stipulated time, Municipal Corporation RAIGARH will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by Municipal Corporation RAIGARH during such execution of the work shall be recovered from the contractor.
- (c) If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the 'additional cost', Municipal

Corporation RAIGARH may recover it from the contractor's pending claims against any work in Municipal Corporation RAIGARH or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfillment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.

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>) through Urban administration & Development Department sub portal and shall be submitted online on or before2018 up to 17:30 P.M. This NIT shall also form the part of agreement. The details can be viewed on the website (<http://eproc.cgstate.gov.in>) from, 17:31 PM onwards.

Commissioner
Municipal Corporation
RAIGARH, Chhattisgarh

INSTRUCTIONS TO BIDDERS

- 1. Payment for Service Provider Fees:** In addition to the Tender Document Fees payable to Municipal Commissioner RAIGARH, the Contractors will have to pay Service Providers Fees of Rs.through online payments gateway service available on Electronic Tendering System. For the list of options for

making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System

Steps to be followed by Contractors to participate in the e-Tenders

1. Registration and subsequent empanelment for e-tendering website (<https://eproc.cgsstate.gov.in>) and department's sub-portal is mandatory.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders on the Portal (<https://eproc.cgsstate.gov.in>) and <https://municipalcorporationRAIGARH.com>

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

A The Contractors upload a single document or a compressed file containing multiple documents against each unuploadable option.

B. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.

C. The bid hash values are digitally signed using valid Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance. **The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 18002582502 or through Email ID – helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr.**

Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in

D. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

5 . Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority shall generate and digitally sign the Super Hash

Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority has lapsed, the Contractors have to make the online payment of Rs. 1,038/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

2. Documents Comprising the Bid

A. Technical Bid – (Envelope ‘A’)

1) EMD scanned copy& Tender Fee a) Scanned Copy of Demand draft drawn in favour of “Municipal Commissioner RAIGARH “payable at “RAIGARH “, towards Cost of Tender Fee and Earnest Money Deposit as specified in the Notice Inviting Bid.

2) Pre-Qualification Details (Envelope ‘B’)

- a) Registration In Unified Registration System (Single Window) on GoCG e-Procurement System Portal of Chhattisgarh (<https://cgeprocurement.gov.in>) through sub portal <https://uadd.cgeprocurement.gov.in>
- b) Copy of Valid GST Registration
- c) Valid registration certificate for similar work
- d) Experience certificate of successful completion of work of same nature in last 05 years i. e ., 2014 to 2019.
- e) Details of work in hand.
- f) Financial turn over for the last **5 years** (upto 31/3/2018) certified by chartered Accountant.
- g) Acknowledgement of ITR of last 05 years & PAN Card
- h) List of tools & plants available with bidder
- i) Power of Attorney/Letter of authorization to sign the bid
- j) Partnership deed /MOA of company
- k) Declaration for not being blacklisted
- l) Undertaking for validity of bid for 120 days.
- m) Appendix ‘1’ Qualification Information
- n) Appendix ‘2’ Experience of similar nature of work
- o) Appendix ‘3’ List of other construction work
- p) Appendix ‘4’ Existing Commitments
- q) Appendix ‘5’ Machinery available with the tenderer
- r) Appendix ‘6’ Technical Personnel available with the tenderer
- s) Appendix ‘7’ Financial report
- t) Appendix ‘8’ Current claims and arbitration
- u) Appendix ‘9’ List of plants and machinery required
- v) Appendix ‘10’ List of plants and machinery to be deployed
- w) Appendix ‘11’ List of personnel to be deployed
- x) Appendix ‘12’ Contact persons (Clients for whom the work has been carried out by the bidder)

y) Appendix '13' Affidavit

. B – Financial Bid – (Envelope 'C')

i) Duly Quoted.

NOTE:- a) All the documents should be digitally signed.

3. Bid Opening and Evaluation

Bid Opening

(1) The Municipal Corporation RAIGARH will open the bids received (except those received late). In the event of the specified date for the submission of bids being declared a holiday for Municipal Corporation RAIGARH, the Bids will be opened at the appointed time and location on the next working day.

(2) The files containing the technical bid shall be opened. The document marked "cost of bidding document" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

(3) In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Municipal Corporation RAIGARH may consider appropriate, will be announced by the Municipal Corporation RAIGARH at the opening.

(4) The Municipal Corporation RAIGARH will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause of ITB.

(5) Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to relevant Clause of ITB, shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

(6) The Municipal Corporation RAIGARH shall inform, by email, telegram or facsimile, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Notice Inviting Bid.

In the event of the specified date being declared a holiday for the Municipal Corporation RAIGARH, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.

(7) At the time of the opening of the 'Financial Bid', (**Envelope 'C'**) the names of the bidders whose bids were found responsive in accordance with relevant clause of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned

unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Municipal Corporation RAIGARH may consider appropriate will be announced by the Municipal Corporation RAIGARH at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation. The Municipal Corporation RAIGARH shall prepare the minutes of the opening of the Financial Bids.

(8) **Process to be Confidential** (a) Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Municipal Corporation RAIGARH's processing of bids or award decisions may result in the rejection of his Bid.

(9) Clarification of Bids and Contacting the Municipal Corporation RAIGARH

(10) No Bidder shall contact the Municipal Corporation RAIGARH on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

(11) Any attempt by the bidder to influence the Municipal Corporation RAIGARH's bid evaluation, by any means, bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

C-I Examination of Bids and Determination of Responsiveness

- 1) During the detailed evaluation of "Technical Bids" (**Envelope 'B'**), the Municipal Corporation RAIGARH will determine whether each Bid
 - (a) meets the eligibility criteria defined relevant Clauses.
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the bidding documents.

During the detailed evaluation of the "Financial Bids" (Envelope 'C'), the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

- 2) A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
 - (b) which limits in any substantial way, inconsistent with the bidding documents, the Municipal Corporation RAIGARH 's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 3) If a "Financial Bid"(Envelope 'C') is not substantially responsive, it will be rejected by the Municipal Corporation RAIGARH , and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

C-II Corrections of Errors

(1) Bids determined to be substantially responsive, will be checked by the Municipal Corporation RAIGARH for any arithmetic errors. Errors will be corrected by the Municipal Corporation RAIGARH as follows:

a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(2) The amount stated in the Bid will be adjusted by the Municipal Corporation RAIGARH in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with relevant Clause of ITB.

C-III Evaluation and Comparison of Bids

(1) The Municipal Corporation RAIGARH will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant Clause of ITB.

(2) In evaluating the bids, the MUNICIPAL CORPORATION, RAIGARH will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to relevant Clause of ITB.

(3) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate/PAC of the cost of work to be performed under the contract, the Municipal Corporation RAIGARH may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

After evaluation of the price analyses, the Municipal Corporation RAIGARH may require that the amount of the performance security set forth in relevant Clause of ITB be increased as described in clause..

Commissioner
Municipal Corporation
Raigarh, Chhattisgarh

General Information

1. For details on tendering procedure through the electronic tendering system, please refer to “**Instructions for Using the**

Electronic Tendering System” document available along with the tender documents.

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.

2. R A T E S :

2.1 The schedule of items :-

The schedule of main items of work to be executed is enclosed as Annexure (F)

2.2 **Item** rate tender in Form “B” In respect of item rate tenders, Contractor should quoted his rates for the items mentioned in the items mentioned in the schedule of item in Annexure F of this N.I.T.

2.3 **Only rates quoted shall be considered. The rates should be expressed in figures as well as words and unit should be given by the** by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.

2.4 **LEAD AND LIFT OF WATER - No lead and lift for carting of water will be paid.**

2.5 **LEAD AND LIFT OF MATERIALS - No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tenders.**

3.0 SUBMISSION OF TENDER :-

3.1 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

From - (... Name of Contractor...)

and should reach **Commissioner, Municipal Corporation, RAIGARH**, as per date and time

mentioned in the key dates.

3.2 ENVELOPE – B

The Second online envelope shall contain terms and conditions and all the technical details and specifications, Scanned copy of terms and conditions, technical specifications and drawings etc. should be submitted online in envelope "B".

- i. 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 year i.e. 2013-2014 to 2017-2018. 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.
- ii सार्वजनिक उपक्रम क्षेत्रों में किए गए कार्य हेतु Executive Engineer या उच्च स्तर द्वारा जारी प्रमाण पत्र को संबंधित ठेकेदार निविदा की प्रक्रिया में कार्य अनुभव प्रमाण पत्र के रूप में प्रस्तुत कर सकेंगे, जिसे निविदा प्रक्रिया में मान्य किया जावेगा।
- iii The details of works in hand indicating name of work, Agreement no., work order no., and date, amount of contract, period of completion, value of work and balance work in hand with details of work on the date of submission of Tender.
- iv Valid registration certificate in appropriate class.
- v Financial turn over works during last five financial years i.e. 2014-2015 to 2018-2019, PAN details,
- vi ITR of last five years duly vetted by Chartered Accountant should be submitted online in Envelope "B".

3.3 ENVELOPE – C

This Envelope should contain only the Item Rate Offer. The Tendered shall fill their Item Rate in the online form.

3.4.1 EARNEST MONEY IN SEPARATE COVERS: -

The Earnest Money in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer.

3.4.2 The amount of Earnest Money should be deposited In shape of Demand Draft/ FDR from Nationalized bank or scheduled bank drawn in the favour of "The Commissioner, RAIGARH Municipal Corporation, " Payable at RAIGARH.

3.5 ADJUSTMENT OF EARNEST MONEY:-

Earnest money, which has been deposited for a particular work, will not, ordinarily, be adjusted towards the earnest money for another work, but if the tender of contractor for a work, in the same department has been rejected and the earnest money has not been refunded to him due to any reason, it may be so adjusted by the Executive Engineer.

3.6 SECURITY DEPOSIT :-

- (a) The security deposit shall be recovered from the running bills @ 5 percent as per clause-1 of the agreement read with para 3.5 of the N.I.T.
- (b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of contract or exceeds the probable amount of contract.

3.7 IMPLICATION OF SUBMISSION OF TENDER:

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

3.8 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 standards and procedure, in this respect, laid down in the National Building Code of India 1970/relevant Indian Standards, CPHEEO Manual, the scope and specification of the work to be done and the conditions and rates at which stores, tools and plants etc., will be issued to him by the Executive Engineer has seen 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.

The contractor shall make his own arrangement for supply of water for construction, purposes. No lead and lift for any other material including water will be paid. The tender offer should be inclusive of leads and lifts for the materials. The contractor should himself verify the leads of different materials before submitting his tender.

ESCALATION:-

The scope of work includes all costs, and no escalation will be paid on this account.

3.9 Income Tax clearance certificate- A tenderer purchasing tender documents for works exceeding Rs.2.00 Lacs shall submit either an Income Tax Clearance Certificate in the form printed as annexure D or a certificate from the Income Tax authority that the assessment is under consideration. No tender documents can be issued/sold to him unless such certificate is submitted.

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.

1. The amount of each contract.

2. Balance of work remaining to be done, and
3. The amount of solvency-certificate produced by him at the time of enrollment in the.....

3.11 Relationship - The contractor shall not be permitted to tender for works in the Corporation, (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 Municipal Corporation, RAIGARH. 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 Gazettes Officer in the Chhattisgarh. State. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the UADD department.

Note - By the terms near relative is meant wife, husband, parents and son, grand son, brothers, sisters, brothers in laws, father in law and mother in law.

3.12 The tender for the works shall be witnessed by a contractor. Failure to observe this condition shall render the tender of the contractor liable to rejection.

4. Opening and Acceptance of tender

4.1 Place and time of opening - The tenders shall be opened at time and place **stated in para 1**. In the first instances, 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 containing the minutes of prebid meeting (terms and conditions) will be opened in the presence of such contractors, who choose to be present.

After short listing of prequalified contractors, their online financial offers shall be opened. The contractor having quoted item rate offer in prescribed online proforma with minimum cost shall be declared as the lowest bidder.

4.2 Powers of Executive Engineer - The Executive Engineer does not bind himself to accept or recommend for the acceptance to the Commissioner, municipal corporation, RAIGARH or other 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 - Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section 8 of the M.P. Vinirdishtta Bharasta Acharan Nivaran Vidheyak, 1982.

4.5 ONLINE SUBMISSION OF TENDER :-

No Sealed envelopes will be accepted only the bids submitted online will be opened.

4.6 AUTHORITY OF EXECUTIVE ENGINEER –

The authority competent to accept a tender, reserve the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.

4.7 VALIDITY OF OFFER –

Tender shall remain open up to 120 days.(Excluding the code of conduct period) from the date of opening of financial offer and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the Commissioner, municipal corporation, RAIGARH.

4.8 PAYMENTS BY CHEQUES/ ONLINE ACCOUNTING SYSTEM:-

The running payments shall be made in accordance with the Break up schedule of payment as per “Annexure F” and as per the conditions of the contract and the payments shall be made as per the online accounting system

4.9 TIME OF COMPLETION :-

The time allowed for carrying out the work i.e. 3 months including rainy season shall be strictly observed and shall be reckoned from the date of issue of written order to commence the work. Delay beyond the specified time limit will be subject to liquidated damages according to the conditions of the contract.

5 TIME SCHEDULE:-

The work shall be done by the contractor according to the schedule fixed in consultation with the competent authority. BAR/PERT/CPM chart showing Detailed programme shall have to be submitted and adhered to by the contractor.

6. SUPPLY OF MATERIALS :

No Material shall be supplied by the RAIGARH Municipal Corporation

7. MISCELLANEOUS CONDITIONS :

- 7.1 SUBLETTING** - The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
- 7.1 TAXES** - Bidders shall have to quote the rates inclusive of GST and/or any other taxes, levies, duties, toll, insurance, labour charges, transportation, training and no claim in this context shall be entertained.

All charges regarding taxes including the sales tax, Royalties, Octroi, Excise, Turnover tax, commercial tax, prevailing taxes & works contract tax levied on the contract work by Govt., local bodies or private individuals will be payable by the contractor executing the work and will not entertain any claim on this account. It will be the contractors' duty to ascertain the above taxes and include in his offer. No separate claim shall be entertained on this account by the department.

- 7.2** Mineral extracted for works carried out on behalf of the Government of India, from the quarries in possession of controlled by the State Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The RAIGARH MUNICIPAL CORPORATION shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only)
- 7.3** **RULES OF LABOUR CAMPS** - The contractor will be bound to follow the Chhattisgarh Model Rule relating to layout water supply and sanitation on labour camps (vide Annexure-A) and the provision of the National Building Code of India, in regard to constructions and safety.
- 7.4** **FAIR WAGES** - The contractor shall pay not less than fair wages to labourers engaged by him on the works(rules enclosed vide Annexure-B)
- 7.5** **WORKS IN THE VICINITY** - The Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.6** **BEST QUALITY OF CONSTRUCTION MATERIALS** - Materials of the best quality will be used as approved by the Executive Engineer.
- 7.7** **REMOVAL OF UNDESIRED PERSONS** - The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who, if in the opinion of the Executive Engineer is unsuitable or undesirable.
- 7.8** **AMOUNT DUE FROM CONTRACTOR** - Any amount due to RAIGARH Municipal Corporation from the contractor on any account concerning works may be recovered from him as arrear of land revenue.
- 7.9** **TOOLS AND PLANTS** - The contractor shall arrange at his own cost tools and plant required for proper execution of the work. Certain plants may however be issued to the contractor as a special case.
- 7.10** **RIGHT TO INCREASE OR DECREASE WORK** - The competent authority reserve the right to increase or decrease work.

The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor, will be bound to comply with the order of the competent authority without any claim for compensation.

7.11 TIME SCHEDULE - The work shall be done by the contractor according to the time schedule fixed by the competent authority.

7.12 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.

7.13 PAYMENT BY CHEQUES - The payment will be made by cheques on the State Bank of India RAIGARH only. No Bank commission charges on realising such payment will be borne by the department

7.14 TRANSPORT OF MATERIALS - The contractor shall make his own arrangement for transport of all materials. The department is not bound to arrange for priority in getting wagon or any other material through all possible assistance by way of recommendation will be given if it is found necessary in the operation by the Engineer-in-charge. If it proves to be ineffective, the contractor shall have no claim for any compensation on that account.

7.15 Contractor's Representative AND SITE ORDER BOOK: The contractor shall himself engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his representative for technical matters. Contractor's rep will take orders as will be given by the Engineer-in-Charge or his representative and shall be responsible for carrying them out. This Contractor's rep shall not be changed without prior intimation of the Engineer-in-Charge and his representative on the work site. The Engineer-in-charge has the unquestionable right to ask for changes in the quality and strength of supervisory staff of contractor and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.

A Site Order book shall be maintained on site and it shall be the property of Government and the contractor shall promptly sign orders given therein by the Engineer-in-Charge or his representative and his superior officer, and comply with them. The compliance shall be reported by contractor to the Engineer-in-Charge in good time so that it can be checked, the blank work order book, with machine numbered pages will have to be provided and maintained at the site of

work by the Contractor for this purpose. The contractor will be allowed to copy out the instruction therein from time to time.

7.16_CO-ORDINATION : When several agencies for different sub works of the project are to work simultaneously on the project site, there must be full co-ordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall, therefore be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc. if they so desire.

No contractor shall take or cause to take any steps or action that may cause destruction, discontent or disturbance to work, labour or arrangements etc. of other contractors in the project localities. Any action by any Contractors which the Engineer-in-Charge in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with accordingly.

In case of any dispute or disagreement between the various contractors, the Engineer-in-Charge's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractor concerned & such a decision shall not vitiate any contract nor absolve the contractor of his obligations under the contract nor form the grounds for any claim or compensation.

8. SPECIAL CONDITIONS :-

8.1 Any other specials which do not appear in the schedule of work shall be fabricated with MS pipes for execution of works. As per direction of the engineer-in-charge for which necessary provision has also been made in the schedule of work.

8.2 AGREEMENT

8.2.1 EXECUTION OF AGREEMENT - The tenderer whose tender has been accepted herein after referred to as the contractor, shall produce on appropriate solvency certificate, is so required by the Executive Engineer and will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the Earnest Money being forfeited to RAIGARH Municipal Corporation and tender being cancelled.

8.2.2 (a) The Contractor shall employ as per norms of PQ Document, Graduate Engineers during the execution of the work :-

- (i) **One Graduate Engineer when the work to be executed is more than Rs.5 Lakhs**
- (a) **One Diploma Holder, Sub Engineer when the cost of work to be executed is from Rs.2 Lakhs or more but not more than Rs.5 Lakhs.**
- (b) **The technical staff should be available at site whenever required by the Engineer-in-charge to take instructions.**
- (c) **In case the contractor fails to employ the technical staff as aforesaid, the E.E.shall have the right to take suitable remedial measures.**
- (d) **The contractor should give the names and other detail of the Graduate Engineer/Diploma Holder Sub Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.**
- (e) **The contractor should give a certificate to the effect that the Engineer/Diploma Holder Sub Engineer is exclusively in his employment.**

Provided that :-

- (i) An Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs.25 Lakhs in the case of an Engineer and Rs.5 Lakhs in the case of a Sub Engineer.
- (ii) It is not necessary for the contractor's partner in case of firm/company, who is himself an Engineer/Sub-Engineer to employ another Engineer, Sub-Engineer for the Supervision of work.
- (iii) The Retired Assistant Engineer who is holding a Diploma may be treated at par with a Graduate for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the sum of Rs.20000.00 (Twenty thousand only) for each month of default in the case of every graduate Engineer and Rs.12000.00 (Twelve thousand only) for each month of default in the case of every Diploma holder Sub Engineer.

8.3 CONDITIONS APPLICABLE FOR CONTRACTOR - All the conditions of the tender notice will be binding on the contractors in additions to the condition of the contract in the prescribed form :-

Following documents annexed with this N.I.T. shall form a part of contract.

9.0 Inspection of Solar equipment at Works/manufacturer's factory: All items/equipment shall be subject to Pre-Dispatch Inspection (PDI) by Municipal Corporation RAIGARH or its authorized representatives/Third Party Inspection (SGS /DGS&D) at the manufacturing site as per approved Quality Assurance Plan(QAP) before their dispatch. The manufacturing site must have sufficient testing facilities. The contractor will submit test report with regard conformity to technical specifications for the items to be dispatched to work site of Municipal Corporation RAIGARH . However, equipment will be dispatched from the manufacturing site only after the receipt of "Dispatch Clearance" from Municipal Corporation after acceptance of test report. Third Party Inspection charges will be borne by the Contractor

The equipments shall not be dispatched without the receipt of dispatch clearance from Municipal Corporation. No PDI shall be done at any site other than the concerned manufacturing site. Successful bidders have to arrange necessary equipment for testing the materials to be supplied during the pre-dispatch inspection by Municipal Corporation at their manufacturers unit.

Insurance: The contractor shall arrange for transit and erection insurance of the materials & equipment for setting up of Solar Photovoltaic System. All charges will be borne by the contractor so bidder has to quote accordingly.

Assignment/ Sub-letting: The contractor shall not assign or sublet, manufacture, shop testing, packing & forwarding, transportation, transit insurance, supply in whole or part, and its obligations to any third party to perform under the order/contract. In the event the manufacturer contravenes this condition, Municipal Corporation reserves the right to reject the equipment/work contract and procure the same from elsewhere at manufacturer's risk and cost. The Manufacturer shall be solely liable for any loss or damage which Municipal Corporation RAIGARH may sustain in consequence or arising out of such replacing of the contract work.

Completeness of Tender: All fittings, assemblies, accessories, hardware items etc. & safety and protection devices as required shall be deemed to have been included in the tender, whether such items are specifically mentioned in the BoM or not.

Training Program, After Sales Service and Availability of Spare Parts: The responsibility of organizing training program for SWPS will rest on the successful bidder. The training program will be organized in consultation with Municipal Corporation /Consignee. The training program will focus on operation and maintenance of SWPS. Printed leaflet/literature should be made available in Hindi by the Supplier regarding the operation and maintenance of their SWPS.

The Contractor shall depute authorized Service Engineer within 7 days from the date of the intimation of fault, and establish sufficient inventory of spares in the State in consultation with Municipal Corporation to provide satisfactory and uninterrupted services during the warrantee period.

Special Conditions

- (1) The contractor must have experience of executing nature of works.
- (2) Joint ventures shall not be allowed in the bidding process.
- (3) The experience of last five years shall only be considered for prequalification criteria.
- (4) Project Development & Management Consultants (PDMC) & IRMA (Independent Review & Monitoring Agency) engaged by SUDA C.G., 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.
- (5) **Third Party Inspection** of all items beyond procurement shall be carried out by **DGSD/SGS/ RITES** based on Datasheets, Quality Assurance Plain & complete specifications as submitted by the Contractor to Engineer –in- charge. Further contractor will make arrangement for visit of 2 nos official of RAIGARH Municipal Corporation to manufacturers for inspection of solar Pumps, SPV lighting system.
- (6) **Performance Security**: Successful bidder shall have to deposit 5% of the contract value as security deposit towards performance guarantee while signing the contract and the same shall be returned to the bidder without any interest after 28 days from the successful completion of complete Warranty/Maintenance period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor failure to complete its obligations under the Contract.
- (7) **Receipt for payment by Partners having Power of Attorney**: All correspondence with the Employer and receipts for payments made on account of a work when executed by a firm must be signed in the name of the firm by one of the Partners holding Power of Attorney.
- (8) **Mobilisation Advance**: No advance will be paid

(9) ANNEXURES

ANNEXURE ‘A’	Model Rules relating to labour, water supply and sanitation etc.
ANNEXURE ‘B’	Contractor’s Labour Regulations
ANNEXURE ‘C’	Statement showing the lead of materials
ANNEXURE ‘D’	Form of Income Tax clearance certificate
FORM “B”	Conditions of the Contract
ANNEXURE ‘E-1’	Brief Specification
ANNEXURE ‘F’	Schedule of Quantities
ANNEXURE ‘G-I & G-II’	Proforma of Bank Guarantee
ANNEXURE ‘H’	Special Conditions of NIT
ANNEXURE ‘I’	INFORMATION & INSTRUCTIONS TO THE BIDDERS
	FOR ONLINE ELECTRONIC GOVERNMENT
	PROCUREMENT SYSTEM (e-GPS).
ANNEXURE ‘J’	Pre-Contract Integrity Pact
Appendix ‘1’	Qualification Information
Appendix ‘2’	Experience of similar nature of work
Appendix ‘3’	List of other construction work
Appendix ‘4’	Existing Commitments
Appendix ‘5’	Machinery available with the tenderer
Appendix ‘6’	Technical Personnel available with the tenderer
Appendix ‘7’	Financial report
Appendix ‘8’	Current claims and arbitration
Appendix ‘9’	List of plants and machinery required
Appendix ‘10’	List of plants and machinery to be deployed
Appendix ‘11’	List of personnel to be deployed
Appendix ‘12’	Contact persons
Appendix ‘13’	Affidavit

**Commissioner,
Municipal Corporation,
RAIGARH**

ANNEXURE - "A"

Model Rules Relating to Labour water supply and sanitation in labour camps

NOTE - 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 obviously be lower than those for temporary camps.

1. **LOCATION** - The camps 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 lay out to be shown in the prescribed sketch.
3. **HUTTING** - The huts to be built of local materials. Each hut should provide at least 20 sq.mt. of living space.
4. **SANITARY FACILITIES** - Latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for men and women and specially so marked on the following scale.
5. **LATRINE** - Pit provided at rate of 10 users or two families per seat, separate urinals as required as the privy can also be used for this purpose.
6. **DRINKING WATER** - Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged, when supplies are from intermittent sources over head storage tanks shall be provided with a capacity of 5 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 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 drawing the water from well. The well should be effectively disinfected once every month and the quality of the 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 sq. meters for washing and bathing, proper drainage for the waste water should be provided.
8. **WASTE DISPOSAL** - Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish in to those dustbins. 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, 1,000 or more person 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 person reside shall be provided with a dispensary and 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 should 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 campus with a strength over 500 persons one sweeper for every 100 person above first 500 for which 6 sweepers should be provided..

ANNEXURE - "B"**CONTRACTORS LABOUR REGULATION**

The contractor shall not pay less than fair wage to labours engaged by him in the work.

EXPLANATION - (a) "Fair wages" means wages whether for time or piece works as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the..... department for the division in which the work is done.

- (b) The contractor shall notwithstanding the provision 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 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 Executive Engineer/Sub Divisional 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 fulfilment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages which or not justified by their terms of the contract or 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 prejudice to his right to claim indemnity from his sub contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the contract (Regulation and Abolition) Act, in force and rules made there under by 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 contractor.

Special Additional Condition :-

- A. Cess@1% (one percent only) shall be deducted at source, from every bill of contractor by Commissioner under "Building and other construction for workers welfare, cess Act-1996"
- B. It is mandatory for the contractor(s) to get himself/themselves registered with "Chhattisgarh Building and other Construction Welfare Board" for work amounting to Rs. 10.00 Lacs (Ten Lacs) within one month of written order to commence the work.

ANNEXURE – C

[Applicable to Item Rate Tender in Form (B)]
STATEMENT OF QUARRIES

S.No (1)	Description of materials (2)	Name and location of Quarry (3)

ANNEXURE - D

Form of certificate on Income Tax to be submitted by contractor. Tendering for works costing Rs2.00 Lakh or more.

- (i) Name and style (of the company, firm, H.U.F. or individual) in which the applicant assessed to income tax and address for purposes of assessment.
- (ii) The income tax Circle/Ward/District in which the applicant is assessed to income tax.
- (iii) Following particulars concerning the last Income tax assessment made :-
 - (a) Reference No. (Or. G.I.R.No.) of the assessment.
 - (b) Assessment year and accounting year.
 - (c) Amount of total income assessed.
 - (d) Amount of tax assessed IT,ST,EPT,BPT.
 - (e) Amount of tax paid IT,ST,EPT,BPT.
 - (f) Balance being tax not yet paid and reasons for such arrears.
 - (g) Whether any attachment or certificate proceeding pending in respect of the arrears.
 - (h) Whether the company or firm or H.U.F. on which the assessment was made has been or is being liquidated, wound up, dissolved, partitioned or being declared insolvent, as the case may be.
 - (i) The position about later assessment namely, whether returns submitted under section 22 (1) of (2) of the income-tax act and whether tax paid under section 18 A of the act. and the amount of tax so paid or in arrears.
 - (iv) In case there has been no income tax assessment at all in the past, whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so, the amount of income tax returned or tax paid and the income tax circle/ward/district concerned.
 - (v) The name and addresses of branch(es) verified the particulars set out above and found correct subject to the following remarks.

Dated.....

Signature of I.T.O.

Circle/Ward/District

APPENDIX 2.14

(See Paragraph 2.091)

Issued vide Govt. no. 8231/8275/04/19/nivida/B Raigarh dated 31/10/05

APPENDIX 2.13 (See Paragraph 2.019)

FORM 'B'

NAGAR PALIK NIGAM RAIGARH

RAIGARH DEVELOPMENT OF GARDEN (Under AMRUT MISSION)

Issued to Shri/M/s.

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

Name of Work- **Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar Water Pumping System at BABADHAAM BAL UDYAN , Raigarh**

.....

Amount of Contract **Rs 11.90 Lacs**

Amount of E.M.D **Rs. 9000.00**

Cost of Tender Form Rs. Rs.750.00 to be paid online

Vide M.R. No. & Date

Time allowed for Completion **03 Months**

Date of opening Tender -----

FORM 'A' ITEM RATE TENDER AND CONTRACT FOR WORKS
General Rules and Direction for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by authority inviting the tenders.
N.I.T will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specifications, drawing and a schedule of Quantities and rates of the various descriptions of work and any other document required in connection with the work, signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the contractor at the office of the respective Municipal Corporation office during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of a attorney authorizing to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person who submit a tender shall fill up the usual printed form starting at what rate he is willing to undertake each item of work. Tenders which propose any alteration, in the work specified, in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.
4. The authority receiving tenders or his duly authorized assistant will open tenders in the presence of any intending contractor who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenders except those whose tenders are rejected and whose earnest is refunded on the day the tenders are opened.
5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders **without assigning any reason thereof.**
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.
7. The memorandum of work tendered for be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

I/We hereby tender for the execution, for the Municipal Corporation RAIGARH, Chhattisgarh works specified by in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings, and instruction in writing referred to in rule 1 hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

Form-B
Memorandum

General Description: Supply, Installation, testing and commissioning of LED based Solar Photovoltaic garden Lighting system, Solar Water Pumping System at BABADHAAM BAL UDYAN, RAIGARH

(a) Estimated cost: Rs. 11.90 Lacs

(c) Earnest money: Rs. 9000.00

(d) Security deposit (including earnest money):5%

(e) Percentage, if any to deducted from bills: 5% amount to be deducted through each RA Bill

(f) Time allowed for the work: 03 Months from the reckoned date including rainy season

Item no.	Item of work	Unit	Per	Rated Tendered in figures	Rated Tendered in words
(1)	(2)	(3)	(4)	(5)	(6)

Should this tender be accepted I/we hereby agree to abide by and fulfill all terms and provisions of the said conditions of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the Commissioner, Municipal Corporation RAIGARH or his successors in office the sums of money mentioned in the said conditions.

A separate sealed cover duly super scribed containing the sum of Rs. 9000 (Nine Thousand only) as earnest money the full value of which is to be absolutely forfeited to the said RAIGARH Municipal Corporation or his successors in office without prejudice to any other rights or remedies of the said RAIGARH Municipal Corporation or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of Rs. 9000 (Nine Thousand only) shall be retained by RAIGARH Municipal Corporation on account of such security deposit as aforesaid or the full value of which shall be retained by RAIGARH Municipal Corporation on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Signature of the Contractor before
submission of tender (with name and seal)

Dated the day of
..... 201

Dated the day of
..... 201

Name and Address of the witness:

Occupation of the witness:

The above tender is hereby accepted by me for and on behalf of the Municipal Corporation RAIGARH, Chhattisgarh

Dated the day of 201

.....

Signature of the Officer by whom accepted

With designation and seal of office

CONDITIONS OF CONTRACT

Definitions

- A.** 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 RAIGARH Municipal Corporation and the contractor.
- B.** 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” means Commissioner of RAIGARH Municipal Corporation
- (d)** The “Engineer-in-Charge” means the Executive Engineer or the Assistant 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 Commissioner.
- (e)** “Municipal Corporation RAIGARH” shall mean the RAIGARH Municipal Corporation. Competent Authority means Commissioner of RAIGARH Municipal Corporation/UADD C.G. as the case may be.
- (f)** The term "Executive Engineer"/"Engineer-in-Charge"/"Divisional Officer" means the Executive Engineer of RAIGARH Municipal Corporation.

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 Nigam RAIGARH at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.
- The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 (Five) percent from the payment made in the running bills, till the two together amount to 5 (Five) percent of the cost of work put to tender or 5 (Five) percent of the cost of the works executed when the same exceeds the cost of work put to tender

COMPENSATION FOR DELAY

- Clause 2 -** 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 order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be

proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the engineer may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of work before one fourth of the whole time allowed under the contract has elapsed; one half of the work, before one half of such time has elapsed and three fourth of work, before three fourth of such time has elapsed in the event of the contractor failing to comply with this condition he shall be liable to pay compensation an amount equal to one percent or such small amount as the Executive Engineer/Superintending Engineer may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation be paid under the provision of this clause shall not exceed eight percent on the estimate cost of the work as shown in the tender.

ACTION WHEN THE CONTRACTORS BECOME LIABLE FOR LEVY PENALTY

Clause 3:-

In any case in which under any clause or clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by instalments) or committed a breach of any terms contained in clause 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, The Commissioner shall have power to any one of the following courses, as he may deem best suited to the interest of Government.

- (a) To rescind the contract,(of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Corporation.
- (b) To employ labour paid in the P.W.D./W.R.D./P.H.E.D. Department or by employing departmental machinery and to supply materials to carry out worker any part of the work ,debiting, the contractor with the cost of the labour or hire charge of departmental machinery and the price of the materials (of the amount of which cost and price a certificate of the a officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of this contract; or the cost of the labour and the price of materials as certified by the Divisional Officer whichever is less, the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates then the rates quoted by the contractor. Saving, if any, will go to the department.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which

excess the certificate in writing of the authorised Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by corporation department under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates the contractor shall not be entitled for any refund, on the account saving, if any which shall go to the Corporation.

In the event of any of the above courses being adopted by the Commissioner, 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 into any engagements or made advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work theretofore actually performed under this contract, unless and until the Commissioner will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER C

Clause 4:-

In any case in which any of the powers conferred upon the Commissioner by clause 3 hereof, shall have become exercisable and the same shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the commissioner putting in force either of the power under clause (a) or (c) vested in him under he preceding clause he may if he so desires take possession of all any tools, plant, materials, and stores in or upon the work 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 the Divisional Officer whose certificate there of shall be final ,otherwise the Divisional Officer may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools,plant, materials or stores from the premises (within a time to be specified in such notice).

Power to take possession of or require removal of or sell contractor's plant –In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expense or sell them by auction or to private sale on account of the contractor and at his risk in all respects and the certificate of the Divisional Officer 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

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Commissioner within fifteen days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Commissioner shall , if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a period not exceeding three months. Any further extension of time shall be subjected to the previous sanction of the authority.

FINAL CERTIFICATE:

- Clause 6 -** On completion of the work the contractor shall be furnished with a certificate by the Commissioner / Executive Engineer (hereinafter called the Commissioner) 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 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 and passed by the Commissioner 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 under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer -in-charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

BILLS TO BE SUBMITTED MONTHLY:

- Clause 8 -** "A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Executive Engineer shall take or cause to be taken the requisite

measurement for purpose of having the same verified/checked by the sub Engineer and Asstt. Engineer 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 shall pay running bills by 25 th day of the month subject to availability of the funds

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

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

BILLS TO BE ON PRINTED FORMS:

Clause 9 - The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer– in– charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work. The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

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

Clause 10 - Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

STORES SUPPLIED BY CORPORATION

Clause 11 If the specification or estimate of the work provides for the use of special description of materials to be supplied from the Engineer-in-Charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and the prices to be charged therefore, as hereinafter mentioned, being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule of memorandum, hereto annexed), the contractor shall be supplied with such materials and stores, as required from time to time, to be used by him for the purpose of the contract only, and the value of the full quantity of materials

and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise; or against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities the same or sufficient portion thereof being in this case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, if by a notice in writing under his hands he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

WORKS TO BE EXECUTED IN ACCORDANCE IN WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

Clause 12

The contractor shall execute the whole and every part of work in the most substantial and work man like manner and both as regards materials and otherwise in every in strict accordance with the specification. 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 in the site of the work for purpose of inspection of during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instruction as aforesaid.

ALTERATIONS IN SPECIFICATION AND DESIGNS

Clause 13 The Engineer-in-Charge shall have power to make any alteration in, omission from, additions to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition, 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.

Extension of time in consequence of alterations.--

The time for the completion of the work shall be extended in the proportion that altered, additional or substituted work bears to the original contract work and the certificate of the Commissioner 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 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, 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 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, 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, the labour could have been employed by the contractor else where for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

Time limit for unforeseen claims

Clause 15 -

Under no circumstances whatever, shall the contractor be entitled to pay compensation from Corporation, on any account unless the contractor shall have submitted a claim in writing to the Commissioner within one month of the cause of such claim occurring.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 16 - If at any time before the security deposit is refunded to the contractor, it shall appear to the Commissioner 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 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 within a period to be specified by the Commissioner 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 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 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.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFICATE

Clause 17 –

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 on any building, road, road curbs, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass-land or cultivated ground contiguous, 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 in it within three months (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense or in default the engineer-in-charge may cause the same to be made good by other work-men and deduct the expense (of which the certificate of the Commissioner 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 of the proceeds of sale thereof, or of a sufficient portion thereof.

The contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under this contract do not leak during the period of two consecutive rainy seasons after its (their completion) and if any defects are pointed out to him by the Commissioner during the said period the same shall be removed by him at his own expense or in default the Commissioner may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of the contractor an amount equal to 20% cost of the roof shall notwithstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed. If any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrear of land revenue / cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion, provided that all the recoveries outstanding against him are realized 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

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

Clause 18- 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 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 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 19 - The contractor shall give not less than five days notice in writing to the Commissioner 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 or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement with out such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

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

Clause 20 - The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer – in – charge's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and

whether included in the specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Commissioner 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 at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc.

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

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

COMPENSATION ACT 1923:

Clause 21 - In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 RAIGARH MUNICIPAL CORPORATION is obliged to pay compensation to a workman employed by the contractor in execution of the works, Commissioner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of RAIGARH MUNICIPAL CORPORATION under section (1) sub-section (2) of the said Act. Commissioner shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by RAIGARH MUNICIPAL CORPORATION to the contractor whether under this contract or otherwise. RAIGARH MUNICIPAL CORPORATION may not be bound to contest any claim made against them under section - 12 sub-section (1) of the said Act except on the written request of the contractor and upon his giving to RAIGARH MUNICIPAL CORPORATION full security for all cases for which RAIGARH MUNICIPAL CORPORATION might become liable in consequence contesting such claim.

Clause 22 - No female labour shall be employed within the limits of a cantonment.

LABOUR:

Clause 23 - Labour below the age of 14 years and as per the latest regulations- No labour below the age of 14 years shall be employed on the work.

FAIR WAGE:

Clause 24 - The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation -

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the Works Department SOR for that period.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Commissioner/ Executive Engineer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

SUBLETTING OF WORKS

Clause 25 :- The contractor shall not be assigned or sublet without the written approval of the without prior sanction of the authority who has recommended the tender in writing. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or commence any insolvency or make any composition with his contractors, or attempt so do, or if any 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 to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Commissioner may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of MUNICIPAL CORPORATION and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore performed under the contract.

SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE

COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

Clause 26: 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 RAIGARH MUNICIPAL CORPORATION without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGE IN THE CONSTITUTION OF FIRM:

Clause 27 - 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 for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration

WORK TO BE UNDER DIRECTION OF COMMISSIONER

Clause 28 - 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 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.

DISPUTES RELATING TO SPECIFICATIONS, DESIGNS ETC:

Clause 29 Except where otherwise specified in the contract the decision of the Commissioner for time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications estimates, instructions, order or these conditions or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or a abandonment thereof, provided that the Commissioner. shall before giving the decision in the matter give an opportunity of being heard to the contractor.

STORES OF EUROPEAN OR AMERICAN MANUFACTURE TO BE OBTAINED FROM CORPORATION

Clause 30 The contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up articles required therefore or in connection there with unless he has obtained permission in writing from the Commissioner to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Commissioner will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which, for the purpose of this contract, shall include the cost of carriage and all other expense whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

LUMP SUM IN ESTIMATE:

Clause 31 - 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, capable of measurement, the Commissioner may at the his discretion pay the lump sum amount entered in the estimates , and the certificate in writing of the Commissioner 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 32 -** 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 Commissioner / Competent Authority for application to works and in the event of there being no such Specifications, then in such the case the work shall be carried out in all respects in accordance with the instruction and requirements of the Commissioner / Competent Authority.

DEFINITION OF WORK

- Clause 33 -** The expression “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed , whether temporary or permanent and whether original, altered , substituted, or additional .

CLAIM FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATE:

- Clause 34 -** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.
- Clause 35-** No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land , or in the case of clearance works on account of any delay in according sanction to estimates.

EMPLOYMENT OF SCARCITY LABOUR:

- Clause 36-** 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 The 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.

REFUND OF QUARRY FEES AND ROYALTIES:

- Clause 37-** All quarry fees , royalties, octroi duties and ground rent for stacking materials if any , should be paid by the contractor , who will , however be entitled to a refund of such of the Charges as are permissible under the rules on obtaining a certificate from, the Commissioner that the materials were required for use of Government work.

ROYALTY FOR BREACH OF CONTRACT

- Clause 38-** On the breach of any term or condition of this contract by the contractor, Commissioner shall be entitled to forfeit the security deposit or the balance thereof, that may at that 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 Commissioner to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Note – If there is any difference between the amount of words figures written in the tender forms by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines do the work, earnest money deposit of the contractor shall be forfeited.

Notice to the Contractor to Start Work

Your contract for the work _____ has been accepted by me/Executive Engineer / Competent Authority on behalf of the Municipal Corporation RAIGARH on the _____ day of _____ 201_____ and you are, hereby ordered to commence the work. The commencement date reckoned shall ----- be -----

Signature
Commissioner
Nagar Nigam RAIGARH

The above notice to the contractor (s) to commence work from the reckoned _____ day of _____(month) _____200_____ (year) was issued vide this office memorandum No. _____ dated the _____ 200 _____

Signature
Commissioner
Nagar Nigam RAIGARH

COMPLETION CERTIFICATE

In pursuance of clause 7 of the agreement in form B, dated ____/____/____ between the contractor Shri/Ms. _____ and the Commissioner RAIGARH MUNICIPAL CORPORATION; it is hereby certified that the said Contractor has duly completed the execution of the work under; taken by him there under on this _____ day of _____ 201_____ and this certificate was issued to the contractor vide office memo No. Dt.....

Signature of
Commissioner
Nagar Nigam RAIGARH

Signature of Contractor

Special Conditions of Contract

1. The Addresses are : (i) "Employer" : The Commissioner Municipal Corporation, RAIGARH

Attention:

2. Tax will be deducted at source as per prevailing Income Tax Rules
3. The risk insurance coverage shall be as follows
 - a) Third party vehicle liability insurance as required under India's Motor Vehicle Act, 1988 by the Contractor or its personnel Sub Contractor or their personnel for the period of contract.
 - b) Third Party liabilities insurance, with a minimum contract of equal to amount of contract.
 - c) Professional liabilities insurance with a minimum coverage equal to amount of contract.
 - d) Employer's liabilities & workers compensation insurance in respect of the Personnel of the Contractor, in accordance with the relevant provisions of the Applicable Laws of India, as well as with respect to such personnel any such life, health, accident, travel or other insurance as may be applicable
 - e) Any other laws / rule applicable in India.
4. The arbitration proceedings shall take place in RAIGARH, Chattisgarh.

**Binding Signature of
Commissioner, Municipal Corporation, RAIGARH**

.....

**Binding Signature of
CONTRACTOR**

.....

(On behalf of)

ANNEXURE - “E-1”

Brief Specifications

1.0 Solar Photo voltaic Lighting System-The Garden lighting system will be supplied by the finalized bidder as per the MNRE Guidelines Each Solar photo voltaic Lighting System mainly will consist of the following parts and as per the drawings.

Model-I : 18 W-LED Model

1. SPV Module
2. 12 V 40 AH Battery
3. Complete Luminary with LED
4. B Class ISI Mark GI Pole with Module Frame and Arm.
5. Tin coated Copper wire set
6. Battery Box
7. Spare set of fuse
8. O&M manual both in Hindi and English language

Each SPV Module should be individually packed for safe transportation. Item No 3, 5 and 7 should be packed in one package properly stuffed with thermocol/ suitable material for safe transportation. 12V Battery should be packed separately.

2.0 Solar PV Water Pumping System: Solar PV water pumping system shall complete in all respect with Pump, SPV Modules, battery and battery box, copper wire, spare set of fuse , O&M manual both in Hindi and English language etc and as per requirement of the pumping system and the drawings.

16. Technical Specification Solar Water Pumping Systems

I--- DEFINITION A solar photovoltaic water pumping system consists of a PV array, a DC/AC submersible motor pump set, electronics, if any, interconnect cables and an “On-Off” switch. PV Array is mounted on a suitable structure with a provision of tracking. Electronics could include Maximum Power Point Tracker (MPPT), Inverter in case of AC pump and Controls/Protections etc. Components and parts used in the SPV water pumping system including the PV modules, pumps, metallic structures, cables, junction box, switch, etc. should conform to the BIS/ IEC/ international specifications, wherever such specifications are available and applicable.

II--- PERFORMANCE SPECIFICATIONS AND REQUIREMENTS (DUTY CYCLE) For Deep Well Pumps, the water discharge should be a minimum of 28 liters of water per watt peak of PV array capacity used per day from a total head of 30 meters. In case of High Head, Deep Well Pumps, the water discharge should be a minimum of 17 liters of water per watt peak of PV array capacity used per day from a total head of 50 meters. Use of a tracking system to enhance the availability of solar radiation to lift desired quantity of water is desirable. It should be specified whether the minimum water output is achieved directly or through tracking of PV Array. The actual duration of pumping of water on a particular day and the quantity of water pumped could vary depending on the location, season, etc.

PV ARRAY

The SPV water pumping system should be operated with a PV array capacity in the range of 200 Watts peak to 5000 Watts peak, measured under Standard Test Conditions (STC).

Sufficient number of modules in series and parallel could be used to obtain the required PV array power output. The power output of individual PV modules used in the PV array, under STC, should be a minimum of 75 Wp, with adequate provision for measurement tolerances. Use of PV modules with higher power output is preferred. Indigenously produced PV module (s) containing mono/ multi crystalline silicon solar cells with following features should be used in the PV array for the SPV Water Pumping systems:

- Modules supplied with the SPV water pumping systems should have certificate as per IEC 61215 specifications or equivalent National or International/ Standards.
- Modules must qualify to IEC 61730 Part I and II for safety qualification testing.
- The efficiency of the PV modules should be minimum 13% and fill factor should be more than 70%.
- The terminal box on the module should have a provision for “Opening” for replacing the cable, if required
- Each PV module must use a RF identification tag (RFID), which must contain the following information:

- (i) Name of the manufacturer of PV Module
- (ii) Model or Type Number
- (iii) Serial Number MUNICIPAL CORPORATION, RAIGARH Page 26
- (iv) Month and year of the manufacture
- (v) I-V curve for the module
- (vi) Peak Wattage of the module at 16.4 volts
- (vii) Im, Vm and FF for the module
- (viii) Unique Serial No and Model No of the module

A distinctive serial number starting with Municipal Corporation RAIGARH will be engraved on the frame of the module or screen printed on the tedlar sheet of the module.

Monogram of Municipal Corporation RAIGARH along with following details translated into Hindi language in Devnagari script shall be screen printed in indelible ink or paint on the back side of PV module:

- AMRUT Mission C.G.
- Not for sale or transfer
- Statutory action would be taken by Municipal Corporation RAIGARH, if it found sold or transferred under different Sections of IPC.

III. MOTOR PUMP-SET

Following types of motor pump sets could be used in the SPV water pumping systems:

- I. Submersible DC motor pump set
- II. Submersible AC motor pump set

The “Motor Pump Set” should have the following features:

- The mono block DC/ AC motor pump set has its driving unit and impeller mounted on a common shaft, thereby giving it a perfect alignment. The pump should be provided with specially developed mechanical seals which ensure zero leakage
- The motor should be D.C. Motor in case of 2 HP Pump Sets and above 2 HP capacity, the motor should operate on AC. The suction and delivery head will depend on the site specific condition of the field.

- Submersible pumps shall be used according to the technical need of the particular case.
- The suction/ delivery pipe (GI/HDPE), electric cables, floating assembly, civil work and other fittings required to install the system.
- The following details should be marked indelibly on the motor pump set
 - (a) Name of the Manufacturer or Distinctive Logo.
 - (b) Model Number.
 - (c) Serial Number.

IV. MOUNTING STRUCTURES and TRACKING SYSTEM

To enhance the Performance of SPV water pumping systems, it is desirable to use a tracking system. Manual, passive and auto tracking are permitted. The PV modules will be mounted on metallic structures of adequate strength and appropriate design, which can withstand load of modules and high wind velocities up to 150 km per hour. The support structure used in the pumping system will be hot dip galvanized iron (G.I).

Facilities to be provided in the structure:

- Seasonal tilt angle adjustment and
- Three times manual tracking in a day

The G.I. structures for mounting the Solar panels could be so designed, that these can be manually/ auto adjusted for optimal tilt throughout the year. A simple provision is to be provided so that the panel can be manually adjusted three times a day (East-South-West) to face the sun optimally. This adjustment could be done in the early morning, noon time and afternoon to increase the total input solar radiation on the solar panel surface substantially. This provision helps the motor pump set to start early in the morning and function efficiently till late in the afternoon, thereby increasing the total output of the pumping system.

The “Mounting Structure” should have the following features:

- The modules support structure shall be mild steel, hot dipped galvanized (120 micron) iron for holding the PV modules. The size of angle iron should not be less than 50x50x5 mm.
- Each panel frame structure shall be so fabricated as to be grouted on ground or roof on its legs. It will withstand severe cyclone/ storm with the speed of 150 Km/Hr.

- Each panel frame structure shall have provision to adjust its angle of inclination to the horizontal between 10 to 40 degrees with a step of 10 degree, so that the inclination can be adjusted at the specified tilt angle whenever required.
- Each panel frame shall be complete with a weatherproof junction box as per the relevant BIS specifications, where the module terminals shall be interconnected and output taken. • All nuts and bolts should be made of very good quality and should be corrosion resistant.
- The structure should be designed to allow easy replacement of any module.
- The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.

V. ELECTRONICS AND PROTECTIONS

- Use of Maximum Power Point Tracker (MPPT) is encouraged to optimally use the Solar panel and maximize the water discharge.
- Inverter could be used, if required, to operate an A.C. Pump.
- Adequate protections should be incorporated against dry operation of motor pump set, lightning, hails and storms. Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

VI. ON/OFF SWITCH

A good reliable switch suitable for DC / AC use is to be provided with the motor pump set. Sufficient length of cable should be provided for inter-connection between the PV array and the motor pump set.

VII. O/M MANUAL

An Operation and Maintenance Manual, in English and the local language, should be provided with the solar PV pumping system. The following minimum details must be provided in the Manual:

- (a) About photovoltaic
- (b) About solar pump
- (c) About PV module
- (d) About motor pump set
- (e) About tracking system

- (f) Clear instructions about mounting of PV module.
- (g) About electronics used in AC motor pump sets, if any
- (h) DO's and DONT's,
- (i) Clear instructions on regular maintenance and Trouble Shooting of the pumping system.
- (j) Name & address of the person or Centre to be contacted in case of failure or complaint.

VIII. INDICATIVE TECHNICAL SPECIFICATIONS

General Information: The information given here under is indicative only and the contractor must satisfy himself regarding quality wise supply of Solar Modules / panel, Solar Photovoltaic (SPV) Pump, and GI support structure as well as all aspects of commissioning of solar infrastructural facility. The scope of work includes supply, installation & commissioning of Solar PV Water Pumps on bore-well of minimum 4"/6" diameter (to be provided by the user) at various sites as per the technical specification mentioned below. The whole system including submersible pumps shall be warranted for 5 years, The PV Modules must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

TECHNICAL SPECIFICATIONS OF SOLAR DEEPWELL PUMPING SYSTEM

Description	Model I	Model II	Model IV
Solar PV array	1200 Wp	1800 Wp	4800 Wp
Motor pump set type	Submersible with electronic controller	Submersible with electronic controller	Submersible with electronic controller
Max. total dynamic head	45 meters	50 meters	80 Metres
Module mounting structure	MS hot dipped galvanised, three times manual tracking facilities	MS hot dipped galvanised, three times manual tracking facilities	MS hot dipped galvanised, three times manual tracking facilities
Required shadow free area	75 sq. Metres	75 sq. Metres	200 sq. Metres
Water Output*	42,000 liters per day from a total head of 30 meters	51,000 liters per day from a total head of 30 meters	82,000 liters per day from a total head of 50 meters

* Water output figures are on a clear sunny day with three times tracking of SPV panel when solar radiation on horizontal surface is: 5.5 KWH/ sq. m/day

Details of Solar Pump Models and configuration to be provided by the contractor based on the capacity of Solar Water Pumping System and Solar Photovoltaic Lamps as given in the BOQ.

S. No. SPV Array Wp (2700/ 3000/ 4800) Proposed No of SPV modules with Wp& Make Motor Pump set Model & Make Type of submersible Motor Pump set DC/ AC Motor Pump set HP Total Dynamic Head (M) Water Output** (Ltrs./ day) * Head v/s discharge characteristic curves along with details of Motor-pump set should be provided with this document. ** Water output figures are on a clear sunny day with three times tracking of SPV panel when solar radiation on horizontal surface is: 5.5 KWH/sq.m/day.

2.1 Warranty obligations : The manufacturers/ suppliers will warrants that the good supplied under the contract are as per MNRE, Guidelines/ specifications , new, unused , of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in NIT. The manufacturer further warrants that the goods supplied under this contract shall have no defect arising from design, materials or workmanship. The manufacturer shall guarantee that the goods supplied shall perform satisfactorily as per the said specifications/ guidelines, designed rated/ installed capacity as provided for in the NIT. The warranty shall remain valid for 5 years from the date of commissioning on all components including SPV Modules and 5 years Comprehensive Maintenance Contract (CMC) of Solar Water Pumping Systems (SWPS).

The warranty for SPV module shall remain valid for 25 years from the date of commissioning.

Storage of Supplied Systems: Manufacturer/Supplier shall be responsible for the proper storage and maintenance of all the systems supplied at each site. Supplier shall take all the required steps to carry out the frequent inspection of the equipment/material stored as well as erected until the same is taken over by the purchaser on commissioning. This includes adequate security measures to be taken by the suppliers to prevent theft and loss of delivered equipment/ material. All systems/material shall be stored in closed shed/secured place and necessary protection for the same shall be arranged by the Supplier as mentioned above and cost to be incurred on such activity be included in the contract price. The purchaser shall not be responsible or held liable for any loss on above account and the supplier will be responsible to make good the loss at his cost.

2.2 List of Make for Solar Photo voltaic Lighting System

S.No.	Component	Recommended Makes
1	Solar Street Light	Tata Power Solar Ltd.
		SIGNET ENGINEERS

		Forus Electric Pvt. Ltd
		Jakson Engineers Ltd.
		Elecssol
		Photon Energy System Ltd
2	Solar Pumps	Tata Power Solar Ltd.
		Photon Energy System Ltd.
		Indo solar Ltd.
		Bharat Electronic Ltd.

2.3 The offered PV Modules should be as per IEC61215 edition II / BIS 14286 from an NABL or IECQ accredited laboratory standards having test certificates prescribed by MNRE. The valid test certificate with authorization letter of the manufacturer should be uploaded as annexure. The offered

PV Modules should be Crystalline Silicon PV Modules as per IEC 61215 Standards or IS14286 and having test certificates prescribed by MNRE.

In addition, the modules must conform to IEC 61730 part I – requirement for construction and part – II requirement for testing, for safety qualification or equivalent IS. The offered modules shall be of standard make, specifications of any reputed brand approved by MNRE having test certificates issued from MNRE specified test laboratories.

The bidder has to supply the modules of same make, specifications and standard brand for which test reports submitted in the tender otherwise the work order & agreement shall be terminated, the security deposit shall be forfeited and the bidder firms shall be black listed. However, bidder can submit test certificates and authorization letter from three manufacturers and has to submit the authorization from each of the manufacturer along with the test certificate.

2.4 The bidder must be in possession of valid test report of solar pumps from any of the following test centers:-

- Solar Energy Centre Gwalpahari – Gurgaon, Haryana (SEC)
- Electronics Regional Test Laboratory (East)) Bidhan Nagar, Kolkata (ERTL)
- Central Power Research Institute, Bangalore (CPRI).
- Any other test centre approved by MNRE.

The latest test certificate should confirm that Solar Pumps are as per MNRE specifications which are available on MNRE website. The test certificate issued before 1st April 2011 will lead to outright rejection of

the BID. Latest test reports issued by SEC/OATCs for Solar Pumps conforming to MNRE/BIS specifications would be considered valid for the tender. All the product should be as per JNNSM/MNRE guidelines applicable for 2014-15.

However, the tenderers, who have submitted their products for testing at MNRE approved test centers may participate in this tender on submitting the receipt/acknowledgment thereof, but they shall have to submit the test certificate within one month from the date of opening of price bid/LoI, otherwise bid may be cancelled and may be awarded or distributed among the valid bidders.

2.5 Quoted price for solar pumps shall be complete in all respect as per Technical Specifications

inclusive of all Central/State/Local taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc. FOR destination at any site Chhattisgarh and inclusive of installation, testing, commissioning, performance testing and training.

2.6 STANDARDS The goods supplied and works executed under this contract shall confirm to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.

3.0 INSPECTION AND TESTS

(a) Municipal Corporation RAIGARH or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to the contractor's works premises and the power to inspect and examine the materials and workmanship of the Solar PV Power Plant at all reasonable times during their manufacture.

(b)The contractor shall inform Municipal Corporation RAIGARH through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be conducted by Municipal Corporation RAIGARH. All the arrangements of necessary equipments and expenses for such tests shall be on the contractor's account excluding the expenses of the inspector.

(c) Municipal Corporation RAIGARH's official, unless the witnessing of the tests is virtually waived off, will inspect and attend such test within 7 days from the date on which the equipments are notified as being ready for test /inspection. MNRE officer may also be present at the time of such testing.

(d) Municipal Corporation RAIGARH shall within 7 days, give written notice to the contractor, about any objection regarding the quality of the system. The contractor shall either make the necessary modifications to remove the cause of such objection or shall clarify the objections in writing if modifications are not necessary to

comply with the contract. 8.5 After satisfactory testing of the systems during inspection, Municipal Corporation RAIGARH's official, shall issue of dispatch clearance for the supply of material at site.

(e) The inspection by Municipal Corporation RAIGARH, and issue of dispatch instruction there on shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed and specified quality. Nothing in clause 8 shall in any way relieve the contractor from any Warrantee or other obligations under this contract.

(f) In case any time the system is not found in accordance with the required technical specifications, the work order(s) shall be cancelled and all the payments made by Municipal Corporation RAIGARH, to the contractor shall be recovered. Such contractor shall also be blacklisted from participating in any tender in Municipal Corporation RAIGARH, in future. MNRE and other State Nodal Agencies of MNRE shall also be informed for the necessary action against such contractor.

(g) Municipal Corporation RAIGARH reserves the right to inspect manufacturer's works/factory to ascertain the capability/availability of necessary equipment and infrastructure required for manufacture of the items offered. Municipal Corporation shall have the access and right to inspect the work or any part thereof at any stage and to test the goods to confirm their conformity to the technical specifications. Successful bidder shall inform Municipal Corporation at least 15 days in advance of schedule dispatch for technical sample audit.

4.0 . Five Years Comprehensive Maintenance Contract (CMC): The Solar Water Pumping System contract price includes the provision of 5 years mandatory Comprehensive Maintenance Contract (CMC). To ensure long term sustainability of the system, the bidder must provide his representatives name, full address, mobile number and photographs to the Municipal with one hard copy as well as the names and contact details of all technicians must also be provided. Failure to do shall invite penalty and action.

4.1 The Comprehensive Maintenance Contract shall include servicing & replacement guarantee for parts and components (such electronics, Inverter, PV modules and other hardware) of Solar Water Pumping System (SWPS) for five years from the date of installation. PV modules shall be warranted for 25 years. The date of CMC maintenance period shall begin on the date of actual commissioning of SWPS. It is mandatory for the contractor to carry out CMC regularly and submit report to the client quarterly. Failure to submit quarterly CMC reports timely shall invite penalty and action.

4.2 Preventive/Routine Maintenance: This shall be done by the supplier/contractor at least once in every three months and shall include activities such as, cleaning and checking the health of the SPV system, cleaning of module surface, tightening of all electrical connections, regular checks to identify any leakage of electricity, changing of tilt angle of module mounting structure and any other activity that may be required for proper

functioning of the Solar Water Pumping System. The maintenance record should be kept properly and to be submitted at Municipal Corporation office time to time. CMC documents should be certified by Beneficiary.

4.3 Breakdown / corrective Maintenance: Whenever a complaint is lodged by the user the bidder shall attend the same immediately. It is clarified that effective CMC means that the bidder should ensure 24 hours smooth working of all the solar street lighting throughout the CMC period and therefore, if any complaint in this level of service is found by the Municipal Corporation officials and if the bidder do not attempt the rectification of any such defect within three days of communication of such complaint to the bidders, the bidder will be liable for a penalty of Rs. 250.00 per day beyond three days of reporting of such complaint.

4.4. Scope of work: The Scope of work for Solar Water Pumping System includes Manufacturing, Supply, Installation, Testing & Commissioning including 5 years Comprehensive Maintenance Contract (CMC) of One No. Solar Water Pumping Systems (SWPS) capacity of 1 HP to 5 HP under Solar Photovoltaic Programme on Turnkey basis for the Municipal Corporation RAIGARH in all respects along with one set of operational instruction cum maintenance manual (both English and Hindi) for each set and delivery on site (door delivery as per the direction of Municipal Corporation).

ANNEXURE – F: Price Schedule**Abstract of Price Schedule (Rate and Amount to be filled in By Bidder)****ANNEXURE-F1**

Item no	Item	UNIT	QTY	RATE TENDERED IN FIGURES	RATE TENDERED IN WORDS
1	Solar Photovoltaic lighting system				
	Supply, Installation, Testing & Commissioning of Solar Photovoltaic (SPV) Garden lights with an auto on/off arrangement 40mmdia GI ISI pole effective height 3.0MT, inbuilt light with lithium ion Battery with 5 yrs warranty, 18 watt LED (complete in all respect including embaded in conc. .2x.2x.4M) including 5 years Comprehensive Maintenance Contract (CMC)	sets	56		
2	Solar PV Water Pumping System: 3HP				
	Manufacturing, Supply, Installation, Testing & Commissioning including 5 years Comprehensive Maintenance Contract (CMC) of Solar Water Pumping Systems (SWPS)	set	01		
TOTAL FOR ANNEXURE-F-1					

ANNEXURE-F-2 Payment Schedule

For both (i) **Solar Photovoltaic lighting system**
(ii) **Solar PV Water Pumping System**

1. On supply, installation ,complete testing and Successfully Commissioning of the all equipment as per relevant IS code &approved QAP--80% of total Contract Cost
2. - After 3 months trial run 10 % of total Contract Cost
3. Balance 10% of the contract Cost without any interest shall be paid in 5 equal annual installments, starting from completion of one year from the date of Commissioning at site. The contractor shall have to submit annual performance & functionality report from user agency for the release of annual payments.

ANNEXURE- "G-I"**GUARANTEE BOND**

(To be used by approved scheduled banks)

1. In consideration of Municipal Corporation RAIGARH (here in after called the Corporation) having agreed to exempt.....
(herein after called the said contractor(s) from the demand under the terms and conditions of an agreement dated made betweenand Municipal Corporation for the work of.....(here after called the said Agreement)

Indicate name of work) notified vide N.I.T. N..... Dated

.....issued by the Executive Engineer, Municipal Corporation, RAIGARH (herein after called the said Agreement) of earnest money deposited for the due fulfilment, by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs .

..... (Rupees
.....

.....only.) We to the as

"The Bank" at the request of the said contractor(s) do hereby undertake to pay the Municipal Corporation (an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Municipal Corporation by the reason of any breach by the said contractor (s) of the terms or condition contained in the said agreement.

2. We (')

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

3. We Bank limited further agree with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that if shall continue to be enforceable till all dues of corporation under or by virtue of said agreement have been fully paid and its claims satisfied or till .. department

..... certifies that the terms of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all Liability under this guarantee thereafter,

4. We (*) Further agree that the guarantee herein contained shall remain in full *force* and affect during the period that would be taken for the performance of the said agreement and that shall continue to be enforceable till all the dues of the Municipal Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, Municipal Corporation certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (*w)..... we shall be discharged from all liability under this guarantee.

5. We.....("). further agree with the Municipal Corporation that Municipal Corporation shall be The fullest liberty without effecting in any manner our obligation hereunder to vary any of the terms and conditions or the said agreement to extend time of performance by
.....

*(indicate name of the bank)

**Here write a date beyond 9 months of the prescribed date of opening of tenders,

The said contractor(s) from time to Time or to postpone for any time or for time to time, any of the power exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or any

Forbearance act or commission on the part of the Municipal Corporation or any indulgence by the Commissioner municipal Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties, would but for this provision have effect of so relieving us.

6 . This guarantee which not be discharged due to the change in the Constitution of the Bank or the an tractors)

7. We.....(*) Bank Limited, lastly undertake not to revoke this guarantee it currency except with The previous consent of the Municipal Corporation, in writing datedday of
or..... (indicate the name of the Bank)
indicate The name of the Bank

ANNEXURE- "G-II"

(Revised form of Bank Guarantee Bond)

GUARANTEE BOND

(in lieu of Security Deposit)

(To be used by approved scheduled Bank)

1. in consideration of RAIGARH Municipal corporation (here in after called the Government) having agreed to exempt..... (herein after ailed the said contractors) from the demand under the terms and conditions of an agreement datedmade between for the work (Name of work)..... (Herein after called the said Agreement) of security deposit for' the due fulfillment by the said contractors) of the Terms and conditions in The said agreement On production of a Bank Guarantee for Rs Rupees.....only..... (*).....(herein after referred to as "The Bank" (at the request of the said contractors) do here by undertakes to pay to The Municipal Corporation and a amount not exceeding Rsagainst any loss or damage caused to or suffered or would be caused to or suffered b^y the Municipal Corporation, by reason of any breach by the said contractor (s) of the terms or conditions contained in the said agreement in cache said contractor and the Government for the work of (indicate name of work) notified vide N.I.T. No..... Datedissued by the Executive Engineer, Municipal Corporation, RAIGARH (herein after called the said Agreement) of earnest money for the due fulfillment by the said contractor (s) of the germs and condition.

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

3. We undertake to pay To the Municipal Corporation any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We (*) further agree That the guarantee herein contained shall remain in full force and effect during the period That would be taken for the performance of ne said agreement and That is shall continue to be enforceable till all the dues of the Municipal Corporation under or by virtue of the said agreement have been fully paid and its chums satisfied or is charged or till the Executive Engineer, Municipal Corporation, RAIGARH certified That the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee Is made or lJtR in writing on or before The

..... (here indicated a date which*%M falls 9 months beyond the due date of completion of the work)we shall be discharged from all liability under this guarantee.

5. Me (*) further agree with the Municipal Corporation shall have that fullest liberty without our consent and with effecting in any y manner our obligations here under to vary any of the terms and conditions of the said agreement to extend, try e of performance by the said contractors) from time to time or to postpone for any of the powers exercise able by the Municipal Corporation against the said contractors) and to forebear or enforce any of the, terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations, or extension being granted to the said contractor(s) or forbearance, actor commission on the part or the Municipal Corporation or any indulgence by The Municipal Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to, the change in the Constitution of the Bank or the contractor(s).
7. We (*) lastly undertake not to revoke this guarantee it currency except with the previous consent of the Municipal Corporation, in writing

Dated the Day of

For (*)

.....
(*) In indicate the name of the Bank
.....
.....

SPECIAL CONDITIONS OF N.I.T

- (1) “Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10% in such an event the successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90 % of the PAC and bid amount in the shape of FDR, in favor of the Commissioner before signing the agreement. The same shall be refunded along with the normal S.D. after completion of the work. If the contractor fails to complete the work or left the work incomplete, & the additional performance security (APS), Shall be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case the tendered/contractor refuses to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited”
- (2) If the tendered, 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 or time, the Executive Engineer shall serve a “show cause” notice with details to the contractor in this regard and if the contractor dose 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 favors of the RAIGARH MUNICIPAL CORPORATION. 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 RAIGARH MUNICIPAL CORPORATION RAIGARH 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 program Construction:**
 - (i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed Performa a detailed construction programmer month wise mentioning start and completion or each item/event involved in the due performance of the contract for contract more than 10 Crores Contractor shall also submit detailed programmer month wise for
 - (a) Materials procurement
 - (b) Their transport arrangement to work site with details of No. of truck/tippers
 - (C) Detailing of construction plants & equipments
 - (d) Cash flow/revised Cash flow
 - (ii) The contractor shall submit in the first week of each month a statement of “**target vis-à-vis actual performance**” of each item/event with slippage, if any mentioning reasons of slippage and proposal for revised construction programmer to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4 (Four) months can be treated as “Fundamental Breach of Contract” and can result in invoking clause 3 of the conditions of contract.
- (i) The contractor shall have to carry out all necessary “Rectification” of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Executive engineer to him.
- (ii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer to get the defect (s) rectified either departmentally or through other agency (without calling any tender/quotation) and recover the actual cost plus 15% (Fifteen Percent) of such cost from the contactor from any sum, in any form, and available with the department or can be recovered as “Arrears of Land Revenue”

- (4) The tendered/contractor shall give in advance authority letter (s) in favour of the Commissioner authorizing him to get all bank's fixed deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these bank receipts and guarantee deeds verified and got confirmed from the concerned bank. It will be only after getting such confirmation that the Executive Engineer shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
- (5) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.

Name of

Name of Contractor

Date of work order

Due date of completion

Detail work programme – Original/1st Revision/2nd Revision/ Revision)**Work Items**

Sr. No.	Items	Unit	Months							
			1	2	3	4	5	6	7	8
1										
2										
3										
4										

Approved

Executive Engineer

Signature

MONTHLY TARGET Vs. ACTUAL ACHEVEMENT**Cumulative Achievement of item of work for the month ending of**

Agt. No.

Name of Work

Length

Date of W.O.

Date of Completion.....

Sr. No.	Items	Cumulative Work Programmer			Cumulative Achievement actual	Slippage if any (Period)	Reason for slippage (Use add sheet if needed)
		As per Original	1St Revision	Last No. Revision			
1	2	3 (a)	3 (b)	3 C	4	5	6

Comments of Executive Engineer if any

Cash Flow for performing the contract (applicable fro works cost)

Name of Corporation

Name of Contractor

Period of Contract

Value

(A)	Investment	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month
(I)	Initial (E.M.) P.G. Insurance (Establish Site Office)						
(II)	Advance for Procurement of Material (if any)						
(III)	Advance for Procurement of labour (if any)						
(IV)	Purchase of New Equipment (if any)						
(V)	Other overheads staff including head office						
(VI)	Other if any (Furnish details)						
(x) Total Investment							
(B)	Receipt						
(I)	Gross Bill Amount						
	Deductions.						

a	S.D.						
b	Advance						
c	TDS						
d	Other recoveries if any						
(y) Total Receipt							
Net cash flow (x-y)							

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

ANNEXURE-I

Information & Instructions to the Bidders for Online Electronic Government Procurement System (e-GPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1.Registration of the Contractors/Bidders on Chhattisgarh Government e-Procurement Portal <http://cgeprocurement.gov.in>:

All the contractors in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <http://cgeprocurement.etenders.in> and get empanelled in the Portal <http://uadd.cgprocurement.gov.in> in the relevant category.

Only after the concerned officer **Commissioner, Municipal Corporation, RAIGARH** approves the empanelment of the contractor/bidder online, the contractor/bidder shall be allowed to participate in the tenders floated by the department using the electronic Procurement System.

The empanelment of the contractor is also required to be renewed in the system as and when registration is renewed with the department.

2.Set-up of Machine:

In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to install some utilities in his machine as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the e-GPS portal). The copy of the same may be obtained from Wipro-NexTenders.

3.Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered contractors may obtain information required for issuance of a Digital Signature Certificate from the Service Provider of eProcurement System of Government of Chhattisgarh:

M/s Mjunction Service Ltd., on helpdesk Toll free number 18002582502 or through Email ID – helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in

Important Note: Bid for a particular tender may be submitted only using the digital certificate, which was used to purchase the tender document online. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorised user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Directorate of Medical Education tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It

shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment account: For Submitting the bids online Contractors/ Bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.

Arrangements have been made for Contractors/Bidders to make payments online via Credit Card / Cash Cards / Internet Banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the website. The Interested bidders can view the list of payment modes from website <http://cgeprocurement.etenders.in>.

5. Payment for submission of bids online: The tender documents may be downloaded online directly by eligible Contractors/Bidders. The Contractors/Bidders are required to make the payment for bid submission through online payment modes mentioned in *Point No. 3* above. **In online tendering, the "application form" for the issue of tender documents shall not be required.**

The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required.

The secure electronic payments gateway is an online interface between Contractors/Bidders and credit card / online payment authorization networks.

Submission of bids, EMD and other documents will be governed by the time schedule given under "Key Dates" on the online e-Procurement System portal for the particular tender.

[Please refer to the Help Manual for viewing of New Tenders Online on the eProcurement Portal.]

6. Tender Download: Eligible Bidders can download the Tender Document online.

7. Submission of Bid Seal (Hash) of online bids: The online submission of bids will be preceded by submission of the "digitally signed bid seal (hash)" as stated in the tender time schedule (Key Dates) published in the NIT. The contractor cannot change any bid data after the generation of bid seal (Hash).

8. Generation of Super Hash: After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "digitally signed tender Super-Hash" which will be prepared by concerned Department official. This is equivalent to sealing the tender box.

9. Submission of actual online bids: Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate after the generation of Super Hash within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only the suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A supplier who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid.

10. Submission of Earnest Money Deposit: The supplier will also submit their **Earnest Money Deposit & Cost of Tender Document** (Rs. 750.00, Rupees Seven hundred fifty only) as usual in a sealed physical "Envelope - A" and the same should reach the stipulated department office as stated in the Tender Document, by post. The Supplier will also upload scanned copy of **EMD& Cost of Tender Document instruments** along with other details during online bidding.

11.

12. Opening of Tender documents: The authority receiving the tenders or his duly authorized officer shall first open the "Envelope A" of all the contractors/bidders and check for the validity of **EMD and Cost of Tender Document instruments** submitted in the "Envelope A", as required by **RAIGARH Municipal Corporation**. In case, the requirements are incomplete, the Technical Bid of the concerned supplier received shall not be opened.

The authority shall then open the tenders submitted by the suppliers online through the website. He will match the hash of each tender with the hash submitted by the contractors prior to bid submission. In the event of a mismatch, the tender in question will be rejected after a due process of verification by Korba Municipal Corporation.

13. Fill Negotiated Rates: The successful bidder may have to fill in Negotiated Rates if so required during this Process. In case of no negotiation or no change in rates successful bidders need to complete the Fill Negotiated Rates stage.

14. Key Dates: The suppliers are strictly advised to follow the tender schedule (Key dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

Annexure – ‘J’

Pre Contract Integrity Pact

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20.....between, the RAIGARH Municipal Corporation acting through Shri.....(Designation of the officer , Department) RAIGARH MUNICIPAL CORPORATION (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party , proposes to procure (name of the Stores / Equipment /Work/Service) and M/srepresented by ShriChief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include , unless the context otherwise requires, his successors an permitted assigns) and the Second Party, Is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the RAIGARH Municipal Corporation.

2. OBJECTIVES

NOW , THEREFORE the BUYER and the BIDDER agree to enter into this pre-contract agreement , hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the Contract to be entered into with a view to :-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment /Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favors or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate RAIGARH MUNICIPAL CORPORATION office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

4. COMMITMENTS OF BIDDERS

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

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

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the RAIGARH MUNICIPAL CORPORATION for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized RAIGARH MUNICIPAL CORPORATION sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any RAIGARH MUNICIPAL CORPORATION Department in India that could justify BIDDER's exclusion from the tender process.

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

(i) Bank Draft or a Pay Order in favour of

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the(BUYER)on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever, The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

6.2 The earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

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

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

- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER .
- (vii) To debar the BIDDER from participating in future bidding processes of the RAIGARH MUNICIPAL CORPORATION for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or Indirectly, is closely related to any of the officers of the BUYER, or alternatively if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative for this purpose would mean spouse whether residing with the RAIGARH MUNICIPAL CORPORATION servant or not, but not include a spouse separated from the RAIGARH MUNICIPAL CORPORATION servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon RAIGARH MUNICIPAL CORPORATION servant but does not include a child or step child who is no longer in any way dependent upon the RAIGARH MUNICIPAL CORPORATION servant, or of whose custody the RAIGARH MUNICIPAL CORPORATION servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the RAIGARH MUNICIPAL CORPORATION servant or to the RAIGARH MUNICIPAL CORPORATION servant's wife or husband and wholly dependent upon RAIGARH MUNICIPAL CORPORATION servant.

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

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

15. The parties hereby sign this Integrity Pact aton.....

BUYER

Name of the Officer
Designation
Department /PSU

BIDDER

COMMISSIONER

Witness

1).....
.....
2).....
.....

Witness

1)
.....
2)
.....

Performance Security for Works Contract Period

Option 1: (Demand Guarantee)

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of the Employer]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, (hereinafter called "the Applicant")]* has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of the contract and brief description of the Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]([insert amount in words])*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall be valid until the date of issue of the **Works Contract Completion Certificate**.

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(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

APPENDIX-1***Qualification Information***

1.1	Constitution or legal status of Bidder/attach copy]				
	Place of registration of Firm/ Company (in case of other than individuals)				
	Principal place of business:				
	Name of Power of attorney holder of signatory of Bid (bidder)/«//ac7? 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

Note :

- 1.1** Preparatory firm, partnership firm with the certificate of registration by register/artocle and Memorandum of Association with Certificate of Incorporation.
- 1.2** Mention and highlights the year, which the tendered considers for evaluation for the Committee

Information regarding minimum one similar work

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

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 Examiner or equivalent.
(ii) Tendered may attach certified copies of work order and completion certificate issued by Engineer in charge not below the rank of Executive Engineer

APPENDIX - 3

Work Performed on all classes of Civil Engineering Construction Works over the last ten years

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

Note :-

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

APPENDIX - 4**Existing commitments and ongoing all classes of civil engineering construction works.**

Sn o	Project Name	Description of Work	Contract No & Year	Name & Address Of the Employer	Value of Contract (Rs. Lakhs.)	Date of Issue of Work Order	Stipulated Date of Completion	Stipulated period of Completion in Months	Anticipate A date of Completion	Value of Work done Up to date Of issue Of N.I.T (Rs. Lakhs)**	Probable value of Works Remaining To be Completion (Rs. Lakhs) **	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 (s) in charge (Not below the rank of Executive Engineer or equivalent) for value of work remaining to be completed, value of work done, anticipated date of completion.
- Tendered may attach certified copies of work order issued by Engineer in charge not below the rank of Executive Engineer

APPENDIX - 5

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

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

APPENDIX – 6**Qualifications of consultants /each technical personnel proposed for the Contract.**

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

Note :

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

APPENDIX – 7

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

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

APPENDIX – 8**Information on current claims, arbitration, litigation in which the Bidder is involved.**

SI. 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

Can use separate sheets for each agreements if necessary.

APPENDIX – 9**List of key plant & Equipment to be deployed on Contract Work to be filled by the Contractors**

Sl.	Type of Equipment	Maximum age as on 1.04.14 (years)	Contract Package Size			
			From Rs. 3 Crores to Rs.10 Crores	From Rs. 10 Crores to Rs.30 Crores	From Rs. 30 Crores to Rs.50 Crores	From Rs Rs.50 Crores , above
1	2	3	4	5	6	7
	Total					

APPENDIX – 10**List of key plant & Equipment to be deployed on Contract Work**

Sr. No.	Type of Equipment	Maximum age as on 1.04.12 (years)	Contract Package Size			
			From Rs. 3 Crores to Rs.10 Crores	From Rs. 10 Crores to Rs.30 Crores	From Rs. 30Crores to Rs.50 Crores	From Rs..5 Crores above
1						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
	Total					

Note: - The list & other Details of the equipment and plants as mentioned above are tentative. S.E. of the Nagar Nigam/Joint Director Office/ Directorate can modified the above list of the plant and equipment as per their requirements.

APPENDIX – 11**List of Technical person to be deployed on Contract work**

Sl.	Personnel	Qualification	Contract Package Size			
			From Rs. 3 Crores to Rs.10 Crores	From Rs. 11 Crores to Rs.30 Crores	From Rs. 31 Crores to Rs.50 Crores	From Rs. Rs.51 Crores & above
1	2	3	4	5	6	7
1	Project Manager	B.E. Civil+15years Exp in Water Supply Scheme. (5 years as manager)		1	1	1
2	Site Engineer	B.E. Civil+ 10 years Exp. (5 years in Water Supply.)	1	1	2	4
3	Plant Engineer	B.E. Mech.+10 Years Exp. or Dip. Mech+15 years Exp.	1	1	1	2
4	Quantity Surveyor	B.E. Civil+7 Years Exp. or Dip. Civil+ 10 Years Exp.	1	1	1	2
5	Soil & Material Engineer	B.E. Civil +10 years Exp.	1	1	1	2
6	Survey Engineer	B.E. Civil +5 years Exp. or Dip. Civil+8 years Exp.	1	1	1	2
		Total				

Note' - The list of (he Technical persons Qualification & Experience as mentioned above are tentative. S.E. of the Nagar Nigam/Joint Director Office/ Directorate can modified the above list as per their requirements.

APPENDIX – 12**CONTACT PERSONS**

SI No.	Name of Executive Engineer of the Division	Divisional	STD Code	Phone No. Office/ residence	Name District
1	2	3	4	5	6

Appendix - 13**Affidavit**

I..... S/o.....

Aged..... years.....resident..... of.....

.....(address.....
.....)(For and on behalf of.....), dohere by and herewith solemnly affirm /
state on oath that: -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief
2. I have not suppressed or omitted any information as is required.
3. **I am/ We are neither black listed nor debarred by Govt. of India / Other State Govt. Departments/ Chhattisgarh State Govt. Departments/Urban Local Body.**
4. I hereby authorize the Nagar Nigam/Nagar Palika/Nagar panchayat Officials to getall the documents verified from appropriate source(s).

Deponent

(.....)

Authorized signatory / for and on behalf of

(Affix Seal)**Verification**I..... S/o..... do here by affirm that the contents stated in Para 1 to 4
above are true to the best of my knowledge and believe and are based on my / our record.

Verified that this date of 200... at (Place).....

Deponent

Seal of attestation by a Public

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

(Affix seal)