

CHHATTISGARH HOUSING BOARD RAIPUR [CG.]

NOTICE INVITING TENDER For LUMPSUM CONTRACT “FORM-F”

[TENDER DOCUMENT AND DRAWINGS]

NIT NO. - RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13

**Name of work - CONSTRUCTIONS OF 336 NOS. EWS & 210 NOS. LIG DWELLING UNITS
WITH RCC FRAME STRUCTURE [IN GROUND PLUS THREE FLOORS
BUILDING] AT MACHEWA - MAHASAMUND [C.G.]**

Probable Amt. of Contract - ` 1539.30 Lacs

Issued to

Issued by:
Commissioner,
Chhattisgarh Housing Board,
Raipur (C.G.)

TENDER DOCUMENT FOR THE WORK OF

**CONSTRUCTIONS OF 336 NOS. EWS & 210 NOS. LIG DWELLING UNITS
WITH RCC FRAME STRUCTURE [IN GROUND PLUS THREE FLOORS BUILDING]
AT MACHEWA - MAHASAMUND [C.G.]**

**INSTRUCTIONS TO TENDERERS,
QUALIFICATION INFORMATION
&
FORM 'F'**

**NIT NO. - RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13 RAIPUR DATED -
19.10.2012**

COMMISSIONER, CHHATTISGARH HOUSING BOARD,

HEAD OFFICE, RAIPUR [CG.]

OFFICE OF THE COMMISSIONER,
CHHATTISGARH HOUSING BOARD, RAIPUR [CG.]NIT NO. - RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13 RAIPUR DATED-
19.10.2012

| | | |
|--|---|--|
| Name of the work | : | Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units with RCC Frame Structure [In Ground Plus Three Floors Building] at Machewa - Mahasamund [C.G.] |
| Probable amount of contract | : | ` 1539.30 Lacs |
| Amount of earnest money | : | ` 10.00 Lacs (EMD in the form of DD of Nationalized/Scheduled Bank drawn in favour of COMMISSIONER, CHHATTISGARH HOUSING BOARD, Raipur, payable at Raipur in a separate, sealed envelope) |
| Time allowed for completion | : | 24 (Twenty Four) Months including rainy season |
| Tender Purchase | : | FROM 10:31 HOURS ON 22.10.2012 UP TO 17:30 HOURS ON 31.10.2012 |
| Tender Download | : | FROM 10:31 HOURS ON 22.10.2012 UP TO 17:30 HOURS ON 31.10.2012 |
| Bid Preparation and Hash Submission | : | FROM 10:31 HOURS ON 22.10.2012 UP TO 17:30 HOURS ON 31.10.2012 |
| Online Bid Submission | : | FROM 17:31 HOURS ON 01.11.2012 UP TO 17:30 HOURS ON 02.11.2012 |
| Submission of Envelop A & B | : | UP TO 17:30 HOURS ON 02.11.2012 |
| Date/Time/Venue of Pre-Bid Meet | : | Date: 26.10.2012 at 12.00 Noon Venue: Chhattisgarh Housing Board, Head Office, Shankar Nagar, Raipur [CG.] |
| Date of opening of Envelope 'A' & 'B' of tender document | : | Date: 03.11.2012 onwards at Chhattisgarh Housing Board, Head Office, Shankar Nagar, Raipur [CG.] |
| Issued to Shri/M/s | : | |
| Class of Contractor | : | Class A - 5 Registered Contractor with Chhattisgarh Housing Board & Have experience of Three Years in building construction. |
| Engineer-in-charge | : | Executive Engineer, Chhattisgarh Housing Board, Division - III, Raipur |

Contents

| Section No. | Description | Page No. |
|--------------------|---------------------------------|-----------------|
| 1. | Invitation for Tenders (IFT) | 05 to 09 |
| 2. | Instructions to Tenderers (ITT) | 10 to 19 |
| 3. | Qualification Information | 20 to 23 |
| 4. | Form 'F' | 24 to 70 |
| 5. | Specifications | 71 to 78 |
| 6. | Annexure 01 to 12 | 79 to 90 |
| 7. | Drawings | 91 to 92 |

SECTION 1: INVITATION FOR TENDERS [IFT]

-: Tender Notice :-

N.I.T. No.: RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13 RAIPUR DATED-19.10.2012

Dy. Housing Commissioner, Chhattisgarh Housing Board, Head Office, Raipur invites on behalf of the COMMISSIONER, Chhattisgarh Housing Board, Raipur Online **Lump sum** tender in Form 'F' from 'eligible' contractors as detailed in the 'Prequalification document' in the tender Document and registered in class A - 5 with The Chhattisgarh Housing Board for the following work as per the schedule attached here to. The tender documents can be purchased from <https://cghb.etenders.in> on or before **31.10.2012** up to **17.30** Hours

Work Details:

| Sr. No. | Name of Construction Work | Estimated Cost of the work | Completion period of work including / excluding rainy season | Amount of Earnest Money Deposit | Cost of tender document |
|---------|--|----------------------------|--|---------------------------------|-------------------------|
| 1. | Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units With RCC Frame Structure [In Ground Plus Three Floors Building] At Machewa - Mahasamund [C.G.] | Rs. 1539.30 Lacs | 24 months i/c rainy season | Rs. 10.00 Lacs By D.D. | Rs. 30,000.00 |

Key Dates :

| Sr. No. | Department Stages | Contractor Stage | Start Date and Time | End Date and Time |
|---------|-------------------------------|-------------------------------------|---------------------|-------------------|
| 1. | Tender Release | - | 19-10-2012, 11.30 | 22-10-2012, 10.30 |
| 2. | - | Tender Purchase | 22-10-2012, 10.31 | 31-10-2012, 17.30 |
| 3. | - | Tender Download | 22-10-2012, 10.31 | 31-10-2012, 17.30 |
| 4. | - | Bid Preparation and Hash Submission | 22-10-2012, 10.31 | 31-10-2012, 17.30 |
| 5. | Close for Bidding | - | 31-10-2012, 17.31 | 01-11-2012, 17.30 |
| 6. | - | Online Bid Submission | 01-11-2012, 17.31 | 02-11-2012, 17.30 |
| 7. | EMD Opening and Short listing | - | 03-11-2012, 11.00 | 03-12-2012, 17.30 |
| 8. | Financial and Short listing | - | 03-11-2012, 11.00 | 03-12-2012, 17.30 |

Terms and Conditions: -

1. Tender documents can be downloaded from 22.10.2012 to 31.10.2012 online from <http://cghb.etenders.in> after making an online payment of Rs. 30,000/-.

Contractors opting to purchase the tender documents online have to be registered on the electronic tender management system.

2. Since the online bidders are required to sign their bids online using Digital Certificates, contractors are advised to obtain the same at the earliest from M/s. NexTenders (India) Pvt. Ltd., "Saket" B-31, Shailendra Nagar Raipur – 492 001, Tel. No : +91 771 4079400 Tel. No.: +91 771 4221020 Fax No.:+91 771 4221023 email: raipur@nextenders.com.

Note: It may take upto 3 working days to issue digital certificates

3. Bid hashes of online bidders after bid preparation shall be received online upto 17:30 hours on 31.10.2012.
4. Online bids and documents of contractors who have submitted their bid hashes within the prescribed time limit shall be received online from 17:31 hours on 01.11.2012 upto 17:30 hours on 02.11.2012.

Documents of bidders (including earnest money) which cannot be uploaded online can be submitted manually in the Office of Commissioner, Chhattisgarh Housing Board, Head Office, Shankar Nagar Raipur up to 17:30 hours on 02.11.2012.

5. Envelopes containing earnest money and technical bid will be opened on 03.11.2012 onwards in the presence of Bidders or their authorized representatives who may chose to remain present.

6. Prequalification Criteria:-

To qualify for award of this contract, each Tenderer should have in the last five years (i.e. 2005-06 to 2011-2012).

- (a) Achieved in "any one financial year" a minimum financial turnover (in all classes of civil engineering construction works) value of construction work of at least 40% (Forty percent) of the amount equal to the probable amount of contract for which bid has been invited, i.e. **Rs. 615.72 Lacs.**
- (b) (i) Satisfactorily completed at least one similar work equal in value to 40% (Forty percent) of the probable amount of contract as on date of submission of financial offer i.e. **Rs. 615.72 Lacs.**

OR

- (ii) Satisfactorily completed at least Two similar works the total cost of which should equal to 40 % (Forty percent) of the probable amount of contract for which the tender is invited as on date of submission of financial offer i.e. **Rs. 615.72 Lacs.**

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OR

(iii) Satisfactorily executing at least one similar work having received payment of value not less than 40 % (Forty) percent OR Two similar works having received aggregate payment of value not less then 40% (Forty Percent) of the value of probable amount of contract as on date of Financial Offer i.e. **Rs. 615.72 Lacs.**

OR

(iv) One Similar work Completed & Satisfactorily executing at least one similar work Total Aggregate value of both the works shall be Minimum 40% (Forty) percent of the value of probable amount of contract for which tender is invited as on date of Submission of Financial Offer i.e. **Rs. 615.72 Lacs.**

7. Contractor have submit the copy of registration (Live).

Dy. Commissioner

Chhattisgarh Housing Board,
Shankar Nagar, Raipur (CG)

1.2 DETAILED NOTICE INVITING TENDER FOR**NIT No.: RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13 RAIPUR DATED - 19.10.2012**

Dy. Housing Commissioner, Chhattisgarh Housing Board, Head Office, Raipur invites on behalf of the COMMISSIONER, Chhattisgarh Housing Board, Raipur Online **Lump sum** tender in Form 'F' from 'eligible' contractors as detailed in the 'Prequalification document' in the tender Document and registered in class A - 5 with The Chhattisgarh Housing Board for the following work as per the schedule attached here to. The tender documents can be downloaded from <https://cghb.etenders.in> on or before **31.10.2012** up to **17.30 Hours**.

- | | | |
|-----|------------------------------|---|
| 1.2 | Name of the Work: | Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units with RCC Frame Structure [In Ground Plus Three Floors Building] at Machewa - Mahasamund [C.G.] |
| 1.3 | Probable amount of contract: | ` 1539.30 Lacs |
| 1.4 | Amount of earnest money: | ` 10.00 Lacs |
| 1.5 | Time allowed for completion: | 24 Months including rainy season |
| 1.6 | Pre – Bid meeting: | 12.00 Noon on 26.10.2012 at Chhattisgarh Housing Board, Head Office, Shankar Nagar, Raipur [CG.] |

FROM F - TENDER FOR A LUMP SUM CONTRACT

I/we herby tender to execute the whole of the work described in the:

Name of the Work :- **Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units with RCC Frame Structure [In Ground Plus Three Floors Building] at Machewa - Mahasamund (C.G.)**

(i) Drawing Nos: ----- (ii) Estimate Nos. -----

(iii) Scope of work ----- and according to the annexed specifications as signed by the Engineer-In-Charge, Chhattisgarh Housing Board: and dated: -----

for the sum of Rs. (In Figures): -----

(In Words) Rupees: (-----)

And should this tender be accepted, I/we do herby agree and bind myself/ ourselves to abide by and fulfill all the conditions annexed to the said specifications in default thereof to or forfeit and pay to the Engineer - in - charge, Chhattisgarh Housing Board the penalties of sums of money mentioned in the said condition.

viz:-----.

Dated:

Tenderer's Signature

Address -----

Seal

Witness:

Address:

The above tender is herby accepted by me on behalf of the Chhattisgarh Housing Board, Raipur (C.G)

The ----- 20

(Designation)

SIGNATURE OF AUTHORITY BY WHOM

The TENDER IS ACCEPTED

To be expressed in words and figures.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**Table of Clauses****A. General**

1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. Tender Documents

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. Preparation of Tenders

10. Documents Comprising the Tender
11. Tender Prices
12. Tender Validity
13. Earnest Money Deposit
14. Format and Signing of Tender

D. Submission of Tenders

15. Procurement of Tender
16. Deadline for Submission of Tenders
17. Late Tenders

E. Tender Opening and Evaluation

18. Opening of Envelope A & B of All Tenderers and Evaluation to Determine Qualified Tenderers
19. Opening of Online Tender of Qualified Tenderers and Evaluation
20. Process to be Confidential
21. Clarification of Tenders
22. Examination of Tenders and Determination of Responsiveness
23. Correction of Errors
24. Evaluation and Comparison of Tenders

F. Award of Contract

25. Award Criteria
26. Employer's Right to accept any Tender and to reject any or all Tenders
27. Notification of Award and Signing of Agreement

A. General

1.0 Scope of Tender

- 1.1 **The Chhattisgarh Housing Board** (abbreviated as '**CGHB**' and Referred to as the 'Employer' in these documents) invites online **Lump sum** Tenders, from eligible Tenderers, for the Execution and Construction of Works (as defined in these documents and referred to as "the Works").
- 1.2 The 'works' included in the scope of this Tender are for the **Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units with RCC Frame Structure [In Ground Plus Three Floors Building] at Machewa - Mahasamund [C.G.]** as specification given in **Annexure - M.**

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Chhattisgarh/other State Govts. And Department of Central Govt./Semi. Govt./Under taking of Central/State Govt.
- 2.2 Tenders are acceptable from a **single entity** and no Joint Venture is permissible.

3. Qualification of the Tenderer

- 3.1 All Tenderers shall provide the requisite information accurately and in sufficient detail in **Section-3: Qualification information.**
- 3.2 To qualify for award of this contract, each Tenderer should have in the last five years (i.e. 2005-06 to 2011-2012).
- (a) Achieved in "any one financial year" a minimum financial turnover (in all classes of civil engineering construction works) value of construction work of at least 40% (Forty percent) of the amount equal to the probable amount of contract for which bid has been invited, i.e. ` **615.72 Lacs.**
- (b) (i) Satisfactorily completed at least one similar work equal in value to 40% (Forty percent) of the probable amount of contract as on date of submission of financial offer i.e. ` **615.72 Lacs.**

OR

(ii) Satisfactorily completed at least Two similar works the total cost of which should equal to 40 % (Forty percent) of the probable amount of contract for which the tender is invited as on date of submission of financial offer i.e. ` **615.72 Lacs.**

OR

(iii) Satisfactorily executing at least one similar work having received payment of value not less than 40 % (Forty) percent OR Two similar works having received aggregate payment of value not less then 40% (Forty

Percent) of the value of probable amount of contract as on date of Financial Offer i.e. ` **615.72 Lacs**.

OR

(iv) One Similar work Completed & Satisfactorily executing at least one similar work Total Aggregate value of both the works shall be Minimum 40 % (Forty) percent of the value of probable amount of contract for which tender is invited as on date of Submission of Financial Offer i.e. ` **615.72 Lacs**.

Note:-

- (i) The turnover will be indexed at the compounded rate of 10% (ten percent) for each earlier years
- (ii) The value of completed work updated to the price level of the current financial year @ compounded rate of 10% (ten percent) per year from completion year of work.
- (iii) Similar work means Building work.

Each Tenderer should further demonstrate: -

- (a) The bidder must have his own STEEL / PLYWOOD SHUTTERING material or Manufacturing facility for such shuttering
 - (b) The tenderer should have valid VAT / Sales Tax Registration. Copies of latest VAT / Sales Tax returns filed with VAT / Sales Tax Deptt. along with a certificate of the contractor that these returns have been filed with the VAT / Sales Tax Deptt.
 - (c) The Tenderer should be registered with the Provident Fund Commissioner and should submit copy of the registration along with the Technical bid. In case the bidder has less than 20 persons in his employment, he shall submit an affidavit to this effect in lieu of registration.
 - (d) The bidder must have Liquid Assets and / or availability of Credit Facilities of not less than ` **200.00 Lacs** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement etc.).
- 3.3 In the event of the death of a Contractor after executing the Agreement/ Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor, who is also willing to take the incomplete works, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.
- 3.4 To qualify for the Contract for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Contract.
- 3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderer's compliance with the Qualifying Criteria.
- 3.6 Tenderer's who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed available Tender Capacity = (A*N*2.5 – B), Where

- A = Maximum Value of Civil Engineering Works executed in any One Year during the last Seven years (updated to 2010 Price Level) taking into account the Completed as well as Works in Progress.
- N = Number of years prescribed for Completion of the Works for which Tenders are Invited i.e. One Year.
- B = Value, at 2010 Price Level, of Existing Commitments and On Going Works to be completed during the period of completion of the work for which tender is invited.

Note: The Statements showing the Value of Existing Commitments and On Going works as well as the Stipulated Period of Completion remaining for each of the Works Listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have:

(ii) Made misleading or false representations in the Forms, Statements 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 the work, Inordinate Delays in Completion, claim Litigation History, or Financial Failures etc. in any department of govt. of C.G. are the state Govt. organization/services/corporations/local body etc. (by what ever names these are called) within State territory of Chhattisgarh.

And / or

(ii) Participated in the pervious bidding for the same work had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Commissioner, Chhattisgarh Housing Board, Raipur (C.G.)

4. One Tender per Tenderer

Each Tenderer shall submit only one Tender for the Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender and the Employer will in no case be Responsible and Liable for those Costs.

6- Site Visit

The Tenderer, at his own Responsibility and Risk, is encouraged to Visit and examine the Site of Works and its surroundings and obtain all Information that may be necessary for preparing the Tender and entering into a Contract for construction and execution of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender Documents

7. Content of Tender Documents

The Set of Tender Documents shall have all the Sections given on **Page - 10** of this document.

8. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the Tender Documents may present him self with his queries in the pre-bid meeting as detailed in the N.I.T.

9. Amendment of Tender Document

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Document by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be updated on the website and NOT communicated in writing to any purchaser of the Tender Document.

To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may extend, as necessary, the Deadline for Submission of Tenders, in **accordance with S.No. 16**.

C. Preparation of Tenders

10. Documents Comprising the Tender

The Online Tender submitted by the Tenderer with Two sealed envelope and shall contain the Documents as follows.

Envelope A :-

(a) Earnest Money Deposit.

Envelope B :-

- (a) Pre-Qualification Information as per Formats given in **Section-3** Prequalification document.
- (b) Line of Credit, as per enclosed proforma.
- (c) Proposed Methodology and Work & Time Schedule Program on stamp paper for Execution of Work with equipment planning and deployment, as per **clause - 3.1, Section - 3**
- (d) Any other information required for completing and submitting the tender by Tenderers in accordance with these Instructions.
- (e) **All necessary RCC Structural & other drawings / Designs with specifications in case of tenderers who choose their own RCC Structural Design.**

The Documents Listed under Sections - 3 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the Whole Works as described in **Sub Clause 1.1**.

11.2 All Duties, Taxes and other Levies payable by the Contractor under the contract or for any other cause, shall be included in the Total Tender Price submitted by the Tenderer.

- 11.3 The Lump sum Price quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the General Conditions of Contract.

12. Tender Validity

- 12.1 Tenders shall remain valid for a period not less than **120 days** after the Deadline Date for Tender Submission specified in **Clause - 16**. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive.

In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a specified additional period. The request and the Tenderers' responses shall be made in writing. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a period of the extension, and in compliance with **Clause - 13** in all respects.

13. Earnest Money Deposit

- 13.1 The contractor shall make the Earnest Money Deposit (EMD) in the form of a D.D. drawn on any Nationalized / Scheduled Bank and in favour of the **COMMISSIONER, Chhattisgarh Housing Board, Raipur, payable at Raipur**.
- 13.2 Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in **Sub Clause 13.1** above shall be rejected by the Employer as Non Responsive.
- 13.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned within 30 days of the end of the Tender Validity Period specified in **Sub Clause 12.1**.
- 13.4 The Earnest Money Deposit made by a Tenderer may be forfeited :
- (a) If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - (b) If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; **or**
 - (c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to Sign the Agreement

14. Format and signing of Tender:

- 14.1 The tendering system for the work comprises three stages (i) EMD (ii) Technical Bid [Eligibility qualification] and (iii) Online Financial Bid. The Tenderers are required to submit the online tender with documents in Two Sealed Envelopes - A & B manually within specified time & date.
- 14.2 In Stage II [Technical Bid] the Tenderer shall prepare the Documents comprising the Tender as described in **Clause - 10** of these Instructions to Tenderers. Tenderers shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid will not be considered.
- 14.3 Stage III - Submission of Online Financial Bid.
- 14.4 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer

D. Submission of Tenders**15. Procurement of Tenders**

15.1 Tender Documents may be downloaded from website as indicated in the NIT.

16. Deadline for Online Submission of the Tenders

16.1 As per KEY DATES given in tender notice (**Page No. - 05**).

16.2 The Employer may extend the Deadline for Online Submission of Tenders by issuing an Amendment in accordance with **Clause - 9**, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 If Envelopes A & B received by the Employer after the Deadline prescribed As per KEY DATES given in tender notice (**Page No. - 05**) will not be accepted.

E. Tender Opening and Evaluation**18. Opening of Envelope 'A' [EMD] and Envelope 'B' of all Tenders and Evaluation to determine Qualified Tenderers:-**

18.1 The Employer shall open **Envelope 'A'** of all the Tenders received (except those received late), in the presence of the Tenderers or their representatives who choose to attend such opening of Envelope 'A' of the Tender at **11.00 hrs. on 03.11.2012** at the office of the Commissioner, Chhattisgarh Housing Board, Raipur. In the event of the Specified Date of Tender Opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

18.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), will be announced by the Employer at the opening. Late Submission of EMD will be rejected, unopened (wherever Applicable).

18.3 **Envelope 'B'** [Qualification Information] only of those tenderers whose EMD is found in order in all respects shall be opened for technical evaluation. **Online Tender** only those tenderers shall be opened [on due date & time as specified later] who meet the eligibility/qualifying criteria.

18.4 The Employer shall prepare Minutes of the Tender Opening, including the information disclosed to those present in accordance with **Sub Clause - 18.3** (Wherever Applicable)

18.5 Online Tender of other Tenderers shall be kept unopened.

18.6 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT **Clause - 2**; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT **Clause - 10.1** and (c) meets the Minimum Qualification Criteria stipulated in ITT **Clause - 3**. The Employer will draw out a List of Qualified Tenderers and will intimate these Qualified Tenderers about the date, time and venue of opening **Online tender**.

19. Opening of Online Tender of Qualified Tenderers and Evaluation

- 19.1 The Employer will inform all the qualified Tenderers the Time, Date and Venue fixed for the opening of the Online Tender containing the Lump sum financial offer. The Employer will open the Online Tender of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Online Tender opening being declared a holiday for the Employer, Online Tender shall be opened at the appointed Time and Location on the next working day.
- 19.2 The Tenderers names, the Tender Prices, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.
- 19.3 The Employer shall prepare Minutes of the Online Tender Opening, including the Information disclosed to those present in accordance with **Sub Clause - 19.2**.

20. Process to be Confidential

- 20.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the Award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

21. Clarification of Tenders

- 21.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with **Clause - 24**.
- 21.2 Subject to **Sub Clause 21.1**, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 21.3 Any effort by the Tenderer to influence the Employer in the employer's Tender Evaluation, Tender Comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

22. Examination of Tenders and Determination of Responsiveness

- 22.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender Documents.

- 22.2 A Substantially responsive Tender is one which confirms to all the Terms, Conditions and Specifications of the Tender 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 Tender Documents, the Employer's Rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 22.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

23. Correction of Errors

- 23.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors.
- 23.2 The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with **Sub-Clause 13.4 (b)**.

24. Evaluation and Comparison of Tenders

- 24.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with **Clause - 22**.
- 24.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) Making any Correction for Errors pursuant to **Clause - 23**.
- 24.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender Evaluation.

After Evaluation of the Price Analysis, the Employer may require that the amount of the Performance Security be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract.

F. Award of Contract

25. Award Criteria

- 25.1 Subject to **Clause - 26**, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Lump sum Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of **Clause - 2**, and (b) Qualified in accordance with the Provisions of **Clause - 3**.

26. Employer's Right to accept any Tender and to reject any or All Tenders

- 26.1 Notwithstanding **Clause - 25**, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

27. Notification of Award and Signing of Agreement

- 27.1 The Tenderer whose Tender has been accepted will be notified in writing of the award by the Engineer-In-Charge prior to expiration of the Tender validity period. This written communication from the employer to the successful tenderer shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Engineer-In-Charge will pay the contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
- 27.2 The Notification of award will constitute the formation of the Contract.
- 27.3 **The Agreement** will incorporate all Agreements between the Engineer-In-Charge and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of the Engineer-In-Charge within **21 days** following the notification of award along with the Letter of Acceptance. Within **7 days** of Receipt, the successful Tenderer will sign the Agreement and deliver it to the Engineer-In-Charge.

SECTION 3: QUALIFICATION INFORMATION

- 1.1 This is a technology oriented project and therefore the tenderer should have sound technological base. The work requires execution of RCC Frame & roofing work with shutter finish, exposed concrete surfaces.
- [a.]** The bidder must have his own STEEL / PLYWOOD SHUTTERING material or Manufacturing facility for such shuttering.
- 1.2 The tenderer should have valid VAT/Sales Tax Registration, further copies of latest VAT/Sales Tax returns filed with VAT/Sales Tax Deptt. Along with a certificate of the contractor that these returns have been filed with the VAT/Sales Tax Deptt.
- 1.3 Contractor should be registered with the Provident Fund Commissioner and should submit copy of the registration along with the Technical bid. In case the bidder has less than **20 persons** in his employment. He shall submit an affidavit to this effect in lieu of registration.
- 1.4 To qualify for award of this contract, a tenderer should have a minimum average annual turnover of 40% (Forty Percent) of the value of work put to tender in the last three financial years (**i.e. ` 615.72 Lacs**). Balance sheet of last three financial years, duly certified by a Chartered accountant must be furnished in proof of this.
- 1.5 The Tenderer should not have incurred any loss in more than two years during the last five years ending 31 March 12, duly certified by a Chartered Accountant. Details should be furnished in **FORM "A"**
- 1.6 The bidding capacity of the contractor must not be less than the Estimated Cost of Work. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = A x N x 2.5-B, where

- A** = Maximum value of construction works executed in any one year during the last seven years (2003-2004 to 2009-2010) taking into account completed as well as works in progress.
- N** = Number of years prescribed for completion of work for which post-qualification tender has been invited. (N=1 in this case)
- B** = Value of existing commitments and on going works to be completed during the period of completion of work for which this tender has been invited between (October 2012 to September 2013)

The tenderer should own following major construction equipment of minimum capacity given as under and as required for the proper and timely execution of the work to be supported **with documentary evidence of purchase** or authenticated copy of the purchase order and receipts of payments made to the equipment manufacture.

Where the bidder proposes to lease/hire this equipment, the bidder must provide Memorandum of Understanding (MOU) with whom the Tenderer proposes to hire these. In case these have already been leased, the bidder must produce a valid lease agreement. In both such cases, **documentary evidence of purchase** or

authenticated copy of the purchase order and receipts of payments made to the equipment manufacture by the party leasing the equipment must accompany the lease Agreement/ MOU for such Leasing.

1. Dumpers
2. Steel scaffolding
3. Needle vibrators
4. Shutter vibrator
5. PVC/ALLUMINIUM shuttering material or manufacturing facility
6. Plate vibrator
7. Earth compactors
8. Generator : 100 KVA & above
9. Material handling equipments
10. Weigh batch mix plant of appropriate capacity
11. Bar bending Machine,
12. Bar cutting machine
13. Concrete pumps,
14. Welding sets
15. Other equipment, as required

The list given above is not exhaustive; the tenderer shall give an undertaking that he would mobilize any other equipment required for the proper completion of the works without any additional cost. Details should be furnished in **Annexure**.

- 1.7 The Tenderer should have sufficient number of Technical and Administrative employees for the proper execution of the work. The Tenderer should submit a list of these employees stating clearly how these would be involved in this work. Details should be furnished in **Annexure - 12**.
- 1.8 The Tenderer performance for each work completed in the last 5 years and those in hand should be certified by an officer not below the rank of Executive Engineer or equivalent. Details should be furnished in **Annexure**.
- 1.9 The Tenderer should furnish a legal document in the form of an Affidavit in the Performa at Annexure guaranteeing the truth and accuracy of all statements and information furnished by the bidder as part of this Tender. The Affidavit shall also authorize CGHB to approach any authority/person to verify the accuracy of the information furnished or enquire about the tenderer competence and his reputation in general.
- 1.10 Tender submitted by a tenderer who has been debarred from undertaking any work or has been black - listed by any organization / agency in India or abroad as on the date of submission of this tender, shall be summarily rejected.
- 1.11 The tenderer should have its own in-house electrical wing fulfilling all the terms & conditions given in the electrical sub heads or can associate any electrical contractor who fulfills the requisite criteria given in the electrical sub heads in the tender document.

- Note:** The tenderer is required to furnish all information in all the FORMS and their appurtenant formats included herein, (duly signed with seal) failing ANNEXURES which the tender is liable to be rejected.
- 2.0 Agreement shall be drawn with the successful tenderer on approved Form 'F'. Tenderer shall quote his rates as per various terms and conditions given in the General Condition of the Contract (and other conditions which will form part of the agreement).
- 3.0 The time allowed for carrying out the work is **24 (Twenty Four) months, including Rainy Season**, to be reckoned after Thirty days of the date of written orders to commence the work or from the first day of handing over of the site, whichever is later.
- 3.1 The Bidder must submit his proposed Methodology and work & Time Schedule Program in stamp paper for execution of Work with equipment planning and deployment, duly supported with broad calculations and Quality Control procedures proposed to be adopted, justifying their capability of execution and completion of the Work as per Technical Specifications within the stipulated period of completion. The tenderer must also indicate important milestones in his proposed methodology of work execution. This shall be included in **Envelope 'B'** of the Tender Document.

SECTION 4: BANKERS CERTIFICATE AND AGREEMENT FORM

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good Financial Standing. If the Contract for this work, namely _____ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _____ to meet the Working Capital Requirements for executing the above Contract.

Sd/- Senior Bank Manager,

Name of the Bank,

Address:.....
.....

Note: The original letter of credit shall be submitted in Envelope 'B' to the Employer, failing which the bids will be not considered.

**CHHATTISGARH HOUSING BOARD,
RAIPUR [CG.]**

**NOTICE INVITING TENDER
For
LUMPSUM CONTRACT
“FORM-F”**

Name of work:-

**CONSTRUCTIONS OF 336 NOS. EWS & 210 NOS. LIG DWELLING
UNITS WITH RCC FRAME STRUCTURE [IN GROUND PLUS THREE FLOORS
BUILDING] AT MACHEWA - MAHASAMUND [C.G.]**

**COMMISSIONER,
CHHATTISGARH HOUSING BOARD,
RAIPUR [CG.]**

CHAPTER – I

CONDITION OF CONTRACT: -

- 1.1** The person whose tender may be accepted (hereinafter called the contractors which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Chhattisgarh Housing Board, Raipur 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 **05 percent** from the payment made in the running bills, till the two together amount to **05 percent** of the cost of work put to tender or **05 percent** of the cost of the works executed when the same exceeds the cost of work put to tender

- 1.2** The Contractors is /are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Executive Engineer, Chhattisgarh Housing Board, (herein after called the Engineer-In-Charge) and the Contractor whether the same may not be particularly described in the specifications or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer-In-Charge which shall prevail.
- 1.3** The Contractor (s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Engineer-in-charge and during the progress of the works, to amend on the requisition of the Engineer-in-charge any errors which may arise therein and provide all the necessary labours, and materials for so doing. The Contractor(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All the materials and workmanship are to be the best of their respective kinds. The Contractor(s) is/are to leave the works in all aspects clean and perfect at the completion thereof.
- 1.4** Complete copies of the RCC structural drawings and other drawings / designs approved by NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology must be submitted by approved construction agency within a month from date of issuing work order. This one month time shall not be included in stipulated time of completion and the same or copies thereof are to be kept at the site office the Contractor(s) agent, who is to be constantly kept at the site by the Contractor(s) and to whom the instructions can be given by the Engineer-in-charge The Contractor(s) is/are not to sublet the works or any part thereof without the consent in writing of the Engineer-in-charge.
- 1.5** The Engineer-in-charge is to have at all times access to the works which are to be entirely under his control. He may require the Contractor(s) to dismiss any person in the Contractor (s) employ upon the works that may be incompetent or misconduct him and the Contractor (s) is/are forthwith to comply with such requirements.

- 1.6** The Contractor (s) can not vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of Engineer-in-charge to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as extra or variation or by any subsequent written approval signed by him. In cases of daily labour all vouchers for the same are to be delivered to the Engineer-in-charge or the officers-in-charge at least during the week following that in which the workmen have been engaged and only such day work is to be allowed for as such as may have been authorized by the Engineer-in-charge to be so done unless the work cannot from its character be properly measured and valued. The drawings in respect of which this contract is drawn up provide for a minimum depth of foundations for good soil.
- 1.7** Any Extra depth of foundation required due to soil conditions shall not be paid for extra.
- 1.8** All work materials brought and left upon the ground by the contractor(s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the CHHATTISGARH HOUSING BOARD and the same are not to be removed or taken away by the Contractor's or any other person without the special license and consent in writing of the Engineer-in-charge but the CHHATTISGARH HOUSING BOARD is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
- 1.9** The Engineer-in-charge has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge is also to have full power to require other improper materials to be substituted and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Contractor (s).
- 1.10** If in the opinion of the Engineer-in-charge any of the works, are executed with improper materials or defective workmanship, the Contractor(s) is/are, when required by the Engineer-in-charge forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the Contractor(s) in so doing within a week the Engineer-in-charge is to have full power to employ other person to re-execute the work and the cost thereof shall be borne by the Contractor(s).
- 1.11** Any Defects, shrinkage or other faults which may appear within the Performance period arising out of defective or improper materials or workmanship or due to any other reason are, upon the direction of the Engineer-in-charge, to be amended and made good by the Contractor at his / their own cost unless the Engineer-in-charge decides that he/they ought to be paid for the same and in case of default the Engineer-in-charge may recover from the Contractor (s) the cost of making good the works as per prevailing norms and specifications.
- 1.12** From the Commencement of the work to the completion of the same, the site and the works thereupon are to be under the contractor(s) charge. The Contractor (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the CHHATTISGARH HOUSING BOARD harmless from any claims for injuries to

persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor(s) or of any one in his/their employment during the execution of the works.

- 1.13** The Engineer-in-charge is to have full power to send workmen upon the premises to execute fittings and other works not included in the Contract for whose operation Contractor (s) is/are to afford every reasonable facility during ordinary working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract but the Contractor(s) is/are not to be held responsible for any damage which may happen to or be occasioned by any such fittings or other works.
- 1.14** The works comprised in this tender are to be commenced immediately upon receipt of order of commencement given in writing by the Engineer-in-charge. The whole work, including all such addition and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Engineer-in-charge) shall be completed in every respect within **24** (Twenty Four) months including rainy season from the reckoned date. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract.
- 1.15** The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Engineer-in-charge shall levy on the contractor, as compensation in following manners:-

In any case in which under any clause or this contract the contractor shall have renders himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms in Fair Wages or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Engineer-In-Charge on behalf of the Chhattisgarh Housing Board shall have power to adopt anyone of the following courses, as he may deem best suited to the interest of the Board.

- (a)** The rescind the contract, (of which recession notice in writing to the contractor under the hand of the Engineer-In-Charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Board.
- (b)** To employ labour paid by the Board or by employing Board machinery and to supply materials to carry out work, or any part of the work, debiting the contractor with the cost of the labour or hire charge of Board machinery and the price of the materials (of the amount of which cost and price, a certificate of the Engineer-In-Charge 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 it had been carried out by the contractor under the terms of this contract or the cost of the labour and the price of the materials as certified by the Engineer-In-Charge which ever is less the certificate of the Engineer-In-Charge 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 than the rates quoted by the contractor. Saving, if any, will go to the Board.

- (c) To measure up the work of 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 certificate in writing or the Engineer-In-Charge 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 Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. The same provision of recovery of the difference amount will apply in case of failure in compliance on part of the contractor to execute the work or part of the work as per work and time schedule. Dy. H.C. / Engineer-In-Charge will have the right to decide as to which work or which part of work / item is to be put in fresh tender in case of failure in execution as the part of the contractor.

In the event of any of the above courses being adopted by the Engineer-In-Charge, 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 agreement 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 thereof actually performed under this contract, unless and until the Engineer-In-Charge 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.

Whenever action is taken under **Clause – 1.15 (a)** the contractor's bill shall be finalized up within three months from the date of recession both in the case of building work. Contractor remains liable to pay compensation if action not taken under **Clause – 1.15**.

- 1.15A** For Delay in completion of work by the Contractor, the Engineer-In-Charge have full power to recover penalty in following manners :-

| Sl. No. | Delay Period | Penalty |
|---------|------------------|---------------------------|
| 01. | For 30 Day's | @ 2% of Agreement Amount |
| 02. | 31 to 50 Day's | @ 3% of Agreement Amount |
| 03. | 51 to 60 Day's | @ 4% of Agreement Amount |
| 04. | 61 to 70 Day's | @ 5% of Agreement Amount |
| 05. | 71 to 100 Day's | @ 6% of Agreement Amount |
| 06. | 100 Day's beyond | @ 10% of Agreement Amount |

Engineer-In-Charge will be fully responsible for recovery of Penalty

- 1.16 Bonus for before execution of work :-**

In case the contractor completes the job before stipulated time as given in agreement, Chhattisgarh Housing Board will pay bonus up to 1% (One Percent) as maximum limit, prior approval of Commissioner, Chhattisgarh Housing Board is required.

- 1.17** If the contractor shall desire an extension of time for completion of work on the ground of his having been **"UNAVOIDABLY" such as Natural Calamities, Land Dispute, Delay in Approval of Layout, Environmental Clearance, Building Permission from local bodies** hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Engineer-in-charge positively within 15 (Fifteen) days of occurrence of such hindrance(s) and seek specific extension of time (period from to.....). If in the opinion of Engineer-in-charge, such reasonable grounds are shown, the Engineer-in-charge shall himself grant extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than the above mentioned period, then the Engineer-in-charge shall refer the case to the Deputy Commissioner with his recommendation and only after his decision in this regard, the Engineer-in-charge shall sanction extension of such time as decided by the Deputy Commissioner.

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

Provided further where the Engineer-in-charge has recommended grant of extension of particular time of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, the contractor shall continue with the work till the final decision by Deputy Commissioner.

Once the Deputy Commissioner / Engineer-in-charge has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Deputy Commissioner/ Engineer-in-charge fails to communicate his decision within a period of 30 (Thirty) days of such hearing, it shall be deemed that the contractor has been granted extension of time for the period as applied by him.

- 1.17.1** Compensation Events for consideration of extension of time without penalty:-
There shall be no compensation events.
- 1.18** Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Deputy Commissioner / Engineer-in-charge.
- (i)** The Engineer-in-charge may terminate the contract if the contractor causes a fundamental breach of the contract.
 - (II)** Fundamental breach of contract shall include, but not be limited to, the following: -
 - a)** The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorized as by the Engineer-in-charge.
 - b)** If serious rectification of bad / poor quality work is not done by the contractor within 15 days from 1st notice issued to him by Engineer-in-charge might attract termination of the agreement and whole performance guarantee will be forfeited.

- c) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Engineer-in-charge.
 - d) If he violates labour laws.
 - e) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
 - (iv) The Engineer - in - charge shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorized representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.

1.19 The Contractor(s) shall be paid running payments according to the schedule of running payment agreed to at the time of award the contract, on completion of each calendar month commencing from the day of work order, a sum of 90% of the total value of work done since the last payment according to the certificate of the Engineer - in - charge when the work shall be completed. The Contractor (s) is/are to be entitled to receive one moiety of the amount remaining due according to the best estimate of the same that can be made and the Contractor(s) is/are to be entitled to receive the balance of all moneys due or payable to him/them under or by virtue of the contract within six month from the completion of the works.

Provided always that no final or other certificate is to absolve or relieve the Contractor(s) from his/their liability under the provision of **clause 1.10**, whether or not the same is notified by the Engineer - in - charge at the time, or subsequently to the granting of any such certificate.

1.20 A certificate of the Engineer - in - charge or an award of the referee hereinafter referred to as the case may be, showing the final balance due or payable for the Contractor(s) is to be conclusive evidence of the works / having been duly completed and that the Contractor(s) is/are entitled to receive payment of the final balance but without prejudice to the liability of the Contractor(s) under provisions of **clause 1.10**.

1.21 ARBITRATION CLAUSE:

Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, herein before mentioned as to thing whatsoever, in any way, arising out of or relating to the contract, designs drawings, specifications, estimates, 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 abandonment thereof, shall be referred to the Dy. Housing Commissioner in writing for his decision within a period of thirty days of such occurrence. Thereupon, the Dy. Housing Commissioner shall give his written instructions and/or decision within a period of sixty days of such written request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decision, the parties shall promptly proceed without delay to comply such decision or instructions. If the Dy Housing Commissioner fails to give his instructions or decision in writing within a period of sixty days or mutually agreed time after being requested if the parties are aggrieved against the decision of the Dy Housing Commissioner, the parties may within thirty days prefer such dispute/disputes for arbitration to Addl. Housing Commissioner subject to the jurisdiction and limitations in accordance with the provisions of Chhattisgarh Madhyastham Adhikaran Adhiniyam, 1983. In case, the dispute is within the jurisdiction of Addl. Housing Commissioner he shall then act as sole arbitrator, and he shall pass an award after hearing both the parties, strictly in accordance with the provisions of the Arbitration Act, 1940 and the rule made thereunder for the time being in force.

If the contractor does not make any demand for arbitration in respect of claim(s) in writing within ninety days on receiving information from the Engineer-In-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and shall be absolutely barred and the Board shall be discharged or released of all the liabilities under the contract in respect of such claim(s).

A reference to the Arbitration, shall be no ground for not continuing the work on the part of the contractor and payment as per terms and conditions of the agreement shall be continued by the Board

- 1.22** If at any time before or after the commencement of the work, Engineer-in-charge shall for any reason whatsoever: -
- (a) Cause alterations, omissions or variations in the drawings and specifications involving any curtailment of works as originally contemplated; or
 - (b) Not requiring the whole of the work as specified in the tender to be carried out,

The Contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reasons of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out.

But the Contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered in to any engagements or made any advance to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

- 1.23** Death or permanent invalidity of contractor: - if the contractor is an individual or a proprietary concern or a partnership concern, dies during the currency of the contract or becomes permanently incapacitated, and where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in **clause 1.15** of the contract agreement.

However, if competent authority is satisfied about the competence of the surviving Partner[s], then the competent authority Engineer - in - charge shall enter into a fresh agreement for the remaining work strictly on the same terms and condition under which the contract was awarded.

- 1.24** The Chhattisgarh Housing Board shall have the right to cause Audit and Technical Examination of the work and the final bills of the contractor including all supporting voucher, abstract, etc. to be made as per payment of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under contract or not to have been executed, the contractor shall be liable for refund of the amount of over payment and it shall be lawful for the Chhattisgarh Housing Board to recover the same from the security deposit of the contractor or from any other dues payable to the contractor from the Chhattisgarh Housing Board account. If it is found that the contractor was paid lesser than what was due to him under the contract the amount of such under payment shall be dully paid by the Chhattisgarh Housing Board, to the Contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Deputy Commissioner, Chhattisgarh Housing Board, Raipur shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor no recovery should be made without orders of the Deputy Commissioner Chhattisgarh Housing Board, Raipur whose decision shall be final. All action(s) under this clause should be initiated and intimated to the contractor within a period of Twelve months from the date of completion.

- 1.25** In case any item/work is not executed as per the drawings, designs, estimates and /or specifications (as per the agreement executed) the same shall be deducted and recovered from the contractor at prevailing market rates or at par with C.G. Housing Board schedule of Rates in force which ever is less at the time of execution. No compensation shall be paid for any change in quantities occurring due to site and / or requirements of design.
- 1.26** The Contractor will provide a new vehicle value up to Rs. 10.00 Lacs (Ten Lacs) with driver for site inspection before execution of agreement. Vehicle will be registered in the name of Commissioner, Chhattisgarh Housing Board (All RTO Taxes & Insurance Premium will be paid by the Contractor till the completion of the work). After completion of the work the vehicle will be property of Chhattisgarh Housing Board and during the progress of work any brake down occurs in the Vehicle for a long period, the Contractor will have to provide similar type of Vehicle during brake down period. Contractor will provide a driver for agreement period only.
- 1.27** This tender is also inviting simultaneously on RCC Monolithic structure technology, the Chhattisgarh Housing Board reserves the right to accept or reject any Tenders or all tender invited on Monolithic Structural Technology and Traditional RCC frame structure technology and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Board's action.
- 1.28** All Drawings & Designs submitted by contractor should be disabled / environmental / Senior Citizen friendly.
- 1.29** All Drawings & Designs submitted by contractors shall be property of Chhattisgarh Housing Board & board has all power to choose & adopt any drawings/designs submitted by all contractors.

CHAPTER – II

DETAILED NOTICE INVITING LUMPSUM TENDERS

**CHHATTISGARH HOUSING BOARD, RAIPUR
RAIPUR, CHHATTISGARH**

- 2.a Division: Rajnandgoan and Mahasamund
- 2.b Tender Notice No.: RCC FRAME STRUCTURE/AVY/MACHEWA/2012-13 DATED 19.10.2012
- 2.c Probable amount of contract: ` 1539.30 Lacs
- 2.d Earnest Money: ` 10.00 Lacs
- 2.e Period of completion: 24 months including Rainy season.
- 2.f Work Particulars :

The 'works' included in the scope of this Tender are for the **Constructions of 336 Nos. EWS & 210 Nos. LIG Dwelling Units with RCC Frame Structure [In Ground Plus Three Floors Building] at Machewa - Mahasamund [C.G.]**

If Government allotted more land in any place within Mahasamund District during agreement period, than number of dwelling units may be increased up to 25 % (Twenty Five Percent). If construction agency agree to construct additional units on same rate as per agreement, than housing board shall award additional work to him up to 25 % (Twenty Five Percent) on the basis of demand & registration of houses, but construction agency have no power to demand additional work as mentioned above for construction.

Specifications of works: The brief specification of works shall be as set-out in **Annexure 'M': General Specifications**. The contractor must carry-out his own analysis for the purpose of understanding the 'Works' and bidding thereupon.

Drawings: Following drawings have been included in this Tender Document Drawings given, listed and indexed will form part of the contract. Additionally Chhattisgarh Housing Board may issue additional drawings. Each such additional drawing shall become a part of this contract.

Table – I

| Drawing Nos.: | Drawing Title |
|-----------------------|--------------------|
| BUILDING WORKS | |
| MTD – 01 | Layout Plan |
| MTD – 02 | Typical Floor Plan |

Table – II

Following RCC Structural design & other drawings / designs as mentioned below will be provided by approved construction agency, duly approved from NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology within one month from date of issuing work order to him. This one month period is not included in stipulated time for construction & no payment should be made by Chhattisgarh Housing Board to the construction agency on this regards. All tenderers can submit all necessary RCC structural Design and other drawings / designs as mentioned below with specifications in case of tenderer who choose their own RCC structural designs / other drawings & designs.

| | |
|----------|--|
| MTD – 01 | Typical Floor Plan |
| MTD – 02 | Terrace Floor Plan |
| MTD – 03 | Front Elevation |
| MTD – 04 | Rear Elevation |
| MTD – 05 | Side Elevation |
| MTD - 06 | Sections |
| MTD - 07 | Stair Case & Railing Details |
| MTD - 08 | Joinery Details |
| MTD - 09 | Kitchen, WC & Bath Details |
| MTD - 10 | Sanitary & Water Supply Details |
| MTD - 11 | Electrical Layout plan |
| MTD - 12 | Foundation detail |
| MTD - 13 | Typical RCC Strip Foundations and RCC Wall details |
| MTD - 14 | Reinforcement Detail for Slab – Typical Floor |
| MTD - 15 | Typical junction Details |
| MTD - 16 | Vertical Reinforcement Details |
| MTD - 17 | Stair Case |

2.1: Lump sum tenders in form 'F' for the work mentioned in **Para 2.f** shall be received **on line only at <https://cghb.etenders.in>** website up to **17.30 hrs. On 31.10.2012**. However the EMD and the pre-qualification documents must be submitted in a proper sealed format in the Office of Commissioner, Chhattisgarh Housing Board, Shankar Nagar, Raipur manually on or before the dates mentioned in the NIT.

The successful tenderer shall be required to submit a complete set of approved structural designs from NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology, within one month from the date of execution of the Agreement. This one month period is not included in stipulated time for construction & no payment should be made by Chhattisgarh Housing Board to the construction agency on this regards

2.1.1 Submission of Tender: Tenderer should submit his tender on the terms and conditions as mentioned in the NIT and the agreement form. Tenderer is not supposed to mention any condition (s) anywhere in the tender document.

Conditional tenders are Liable for rejection.

The tenderer should submit his bid in two separate sealed envelopes, marked 'A' & 'B' as under.

1st Envelop

[Envelope 'A']: EMD

The EMD in appropriate shape as mentioned in NIT shall be accompanied with copies of commercial tax registration, financial capacity certificate (not older than 12 months), live registration certificate and documents prescribed under rules. The earnest money is to be pledged in favour of The Commissioner, Chhattisgarh Housing Board, Shankar Nagar, Raipur payable at Raipur.

2nd Envelope

[Envelope 'B']: Qualification Information

- (a) Pre-Qualification Information as per Formats given in **Section - 3** Prequalification document.
- (b) Letter of Credit, as per enclosed proforma.
- (c) Proposed Methodology and Work & Time Schedule Program on stamp paper for Execution of Work with equipment planning and deployment, as per **clause 3.1, section - 3**
- (d) Any other information required for completing and submitting the tender by Tenderer in accordance with these Instructions.
- (e) All tenderers can submit all necessary RCC structural Design and other drawings / designs as mentioned in **Table - II** with specifications in case of tenderer who choose their own RCC structural designs/ other drawings & Designs.

Both envelopes A & B shall be submitted manually in the office of Commissioner, Chhattisgarh Housing Board, Shankar Nagar, Raipur.

Financial Bid must be submitted online as mentioned in 2.1 above.

- 2.1.1** (a) The tenderer or his authorized representative is requested to attend a pre-bid meeting at the date, time and address as mentioned in the NIT. The purpose of meeting will be to clarify issues and to answer questions on any matter that may be raised relating to the work. The tenderer is requested to submit his question[s] in writing /e-mail/fax, so as to reach the Commissioner, Chhattisgarh Housing Board, Raipur at least three days before the pre bid meeting.
- 2.1.1** (b) Before deadline for submission of tender, the Commissioner, Chhattisgarh Housing Board may modify the tender document by issuing amendment. Any amendment thus issued shall be part of the tender document and shall be published only on the website.
- 2.1.2** **Opening of Envelope 'A':** Envelope 'A' i.e. EMD along with other documents as provided under clause 2.1.1 shall be opened on the due date as mentioned in the NIT.
- 2.1.3** **Opening of Envelope 'B'** Envelope 'B' i.e. Qualification Information with relevant drawings along with other documents shall be opened subsequent to opening of Envelope 'A'. Envelope 'B' of only those bidders shall be opened whose Envelope 'A' is found in order in all respect.

2.1.4 Opening of Online Financial Bids:

After due verification of the contents of Envelope 'A' and Envelope 'B', Online financial bids of only those tenderer whose submissions in these two covers are in order as prescribed in the Tender Document shall be opened on the date mentioned in the NIT.

All over writings should be neatly scored out and rewritten and corrections should be duly attested prior to the submission of the tender.

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

2.2 Tender Document:

2.2.1 The probable amount of contract shown in the tender document are not guaranteed for contract but merely given as rough guidance.

2.2.2 Each tenderer should carefully examine the drawings, specifications, special conditions and other particulars etc. and visit the site of works and fully satisfy and acquaint himself about the nature and location of the work, the surface condition, quality and quantity of materials required, the character of equipment and ancillaries needed preliminary to and during the execution of the work and general and local conditions which may affect the work or its cost.

2.3 Earnest Money:

2.3.1 No. tender will be, received, without a deposit of earnest money of ` **10.00 Lacs** in a separate sealed Envelope duly prescribed as 'Envelope "A" Earnest Money'. The earnest money will be returned to the unsuccessful tenderer on the rejection of their tender and shall be retained from successful tenderer as part of security.

2.3.2 In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement within fortnight of acceptance of tender he/she will not to entitled to tender for this work in case of recall in addition to forfeiture of his/her earnest money as per provisions in the N.I.T. as may be applicable. If the tenderer has committed a similar default on an earlier occasions as well, his / her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the competent authority which has registered him/her.

2.4 Form of Earnest Money:

2.4.1 EMD of ` **10.00 Lacs** shall be in the form of a crossed Demand Draft only drawn on any scheduled Bank, in favour of the Commissioner Chhattisgarh Housing Board, Raipur [CG.] payable at Raipur.

2.5 Security Deposit:

The person whose tender may be accepted (here in after called the contractor, which expression shall unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit Board at the time of making any payments to him of 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 and conditions printed on the tender form will be earnest money plus a deduction of five percent from the payment made in the running bills. till the two together amount to 5 percent, of the cost of work put to tender or 5 percent of the cost of the works executed when the same exceeds the cost of work put to tender.

Note: The amount of the earnest money together with the Security Deposit shall remain with the Board to the extent of ` One lac and amount beyond ` One lac, may be converted with the specific permission of the Engineer-in-charge in to interest bearing securities duly pledged in favour of the Housing Board, if the contractor so desires and if the period of contract warrants such conversion.

2.6 Performance Security:

Performance Security will be taken @ 5% (Five Percent) of the value of work. 50% (percent) of performance security, will be taken in shape of demand draft and remaining 50% (percent) performance security will be taken in shape of Bank Guarantee of any schedule Bank at the time of agreement.

Performance Security is to be taken in addition to security deposit 5% deduction from running bills.

2.7 Additional Performance Security:

If the rate quoted by the lowest (L₁) of the tenderer considered unbalanced in relation to the Department's estimate of cost of work to be performed under the contract by the Executive Engineer / Dy. Housing Commissioner / Addl. Housing Commissioner / Commissioner, the E.E / D.H.C./ A.H.C. / Commissioner then may require the tenderer to submit and the tenderer shall submit detail price/ rate analysis of major items of the work within 7 days of such notice so as to demonstrate the internal consistency of these price/ rate(s) with his quoted price/ rate(s). After revaluation by tender sanctioning authority Executive Engineer/ Dy. Housing Commissioner/Addl. Housing Commissioner/Commissioner may require the tenderer to submit 10% additional Security for the performance of the agreement in the shape of D.D. receipt in favor of the Commissioner, Chhattisgarh Housing Board, Raipur before signing of the agreement, which shall be refunded along with the normal Security Deposit after Completion of work. If he fails to complete the work or left the work incomplete, this 10% additional P.S.D. shall also be forfeited by the department & the agreement shall be terminated and action shall be taken accordingly. In case if tenderer/ contractor does not agree to deposit additional 10% Security Deposit then his bid may be rejected by the sanctioning authority and earnest money forfeited.

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

2.9 A Financial capacity certificate or attested photocopy thereof from any schedule bank along with the application for the tender papers be submitted which should not be older than **12 months** from the date of application. Amount of financial capacity to be furnished shall be at least **15% (Fifteen Percentages)** of amount put to tender.

The financial Capacity certificate shall have to be in the following format:

CERTIFICATE

(On the letter head of the bank)

On the basis of transactions/ turn over in the account of _____
 _____ (name and address) we are of the opinion that the financial capacity of the
 party is to the extent of (both figures and words) Rs -----
 ----- (in words) _____
 this is without any prejudice and responsibility on our part.

Place:-

Br. Manager.

Date : -

with seal of bank

2.10 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has seen the quarries with their approach, sites of work etc, and satisfied him regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches their to shall lie wholly with the contractor.

2.11 Subletting of works: - The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as mentioned below or if contractor becomes insolvent: -

The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender and if the written contractor assigns or sublets his contract, for more than permissible limits as mentioned below or attempts to do so, or becomes insolvent or commences any insolvency proceedings or makes any composition with his creditors, or attempts to do so or if any gratuity, gift, loan, perquisite, reward of any advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Chhattisgarh Housing Board 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, there upon by notice in writing, rescind the contract, and the Earnest Money & Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Engineer-In-Charge Chhattisgarh Housing Board and the same consequences shall ensure as if the contract had been rescinded under **clause 1.15** thereof and in addition, the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.

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

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

2.12 All the conditions of the tender notice will be binding on the contractor and will form part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed form and special conditions of contract and those accepted as common conditions during negotiations.

2.13 The tenders will be opened at the time and place stated in **Para 2.1** by the Dy. Commissioner, Chhattisgarh Housing Board, Raipur in the presence of the tenderer or their duly authorized agents who may choose to attend. The Dy. Commissioner, Chhattisgarh Housing Board, Raipur as in **Para 2.1** due to on unavoidable circumstance, may depute another officer in his absence to receive and open tenders on his behalf.

2.14 The Commissioner, Chhattisgarh Housing Board, Raipur is neither bound to accept nor recommend for the acceptance of the lowest or any tender.

2.15 Taxes, Royalty etc.:

2.15.1 Taxes: The rate quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, service tax & cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Chhattisgarh Housing Board will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any payment claimed by the Contractor due to any change[s] in the existing tax structure shall not be entertained by the Chhattisgarh Housing Board.

2.15.2 Royalty on Minor Minerals:-

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

In all cases where change[s] in the royalty rates of minor minerals are notified by the state government after the date of submission of financial offer by the bidder/contractor the same shall be not reimbursed.

2.15.3 Income tax at the rate of 2% or such other percentage as may be fixed by income tax department from time to time from any sum payable to the Contractor shall, at the time of credit of such sum or at the time of payment to the contractor by cash, cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per section 194 of income tax Act. 1961.

2.15.4 Commercial tax at the rate of 2% or such other percentage as may be fixed by Commercial tax department from time to time from any sum payable to the Contractor shall, at the time of credit of such sum or at the time of payment to the contractor by cash / cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per Commercial Tax Act.

2.15.5 Labour Welfare Tax at the rate of 1% or such other percentage as may be fixed by Labour department Government of Chhattisgarh from time to time from any sum payable to the Contractor shall, at the time of credit of such sum or at the time of payment to the contractor by cash / cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per Labour Act.

2.15.6 It is open to the contractor or the sub contractor, as the case may be; to make an application to the Income Tax officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the income Tax Officer earlier.

- 2.16 Model Rules for water supply, Sanitation in Labour Camps:** The contractor will be bound to follow the Chhattisgarh model rules relating to layout of water supply and sanitation in labour camps **(Vide Annexure-A)**
- 2.17 Fair wages to Laborers:** The Contractor shall pay not less than fair wages to laborers engaged by him on the work. **(Copy of rules enclosed vide Annexure-B)**
- 2.18 Right to take up work departmentally or to award on contract:** The Commissioner Chhattisgarh Housing Board reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.
- 2.19 Issue of Materials by the Department:** No Materials shall be supplied by the Chhattisgarh Housing Board.

So for as supply of cement and steel (TMT Bars) and other materials is concerned these or to be arranged by the contractor himself at his own cost and the conditions given in the **Annexure-H1** shall Prevail, The Contractor shall establish a fully equipped laboratory near the site for testing.

- 2.20** The contractor shall execute the work as per detailed specifications as incorporated in the tender document and in accordance with the approved drawings and special conditions incorporated in the tender documents.
- 2.21 Scope of work covered by lumpsum cost:** The scope of work covered by the lumpsum cost is given in **Table – II [Chapter-II] and Annexure - M (General Specification)**
- 2.22 List of works in hand:** Tenderer must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tender in Chhattisgarh Housing Board, public works Department and elsewhere as per **Annexure - K.**
- 2.23 Removal of unsuitable or undesirable employees of contractor:** The Contractor shall, on receipt or the requisition form the Engineer-in-charge at once remove any person employed by him on the work who in the opinion of Engineer-in-charge is unsuitable or undesirable.
- 2.24 Recovery of Amount by Chhattisgarh Housing Board, Raipur from contractor:** Any amount due to Chhattisgarh Housing Board from the Contractor on any account, concerning work may be recovered from him as arrear of land revenue and/or from payment due to him in any of the Govt. / Semi Government Department.
- 2.25 Transport of materials is contractor responsibility:** The Contractor shall make his own arrangement for transport of all materials. The Chhattisgarh Housing Board, Raipur is not bound to arrange for priorities for getting wagons or any other materials though all possible assistance by way of recommendation will be given, if it is found necessary in the opinion of the Engineer-in-Charge. If the efforts of the Engineer-in-charge prove in effective, the contractor shall have no claim for any compensation on this account.
- 2.26 Arrangement of Tools and Plants:** The Contractor shall arrange at his own cost tools and plants required for proper execution of work.
- 2.27 Increase or Decrease of work specified within lump sum:** : The competent authority reserves the right to increase or decrease any work specified within lump sum during the currency of the contract and contractor will be bound to comply with the order of the competent authority.

- 2.28 Execution of work according to time schedule:** The work shall be done by the Contractor according to the time schedule fixed by the Engineer-In-Charge, Chhattisgarh Housing Board.
- 2.29 Canvassing or support or acceptance of tender:** Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render him liable to penalties which may include removal of his name from the register of approved contractors.
- 2.30 List of persons employed by contractor:** Contractor shall not be permitted to tender for works in the Chhattisgarh Housing Board Raipur a near relative is posted as Assistant Engineer or above capacity. A list showing the names of the persons who are working with the contractor and are near relatives to any officer in the Chhattisgarh Housing Board should also be appended to the tender. The tenderer should also intimate to the Engineer-In-Charge the names of subsequently employed persons who are near relatives of any officer in Chhattisgarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of Contractors of Chhattisgarh Housing Board.
- 2.31 Validity of Offer:** Tenders shall remain open up to 120 days from the prescribed date of opening of tenders. However, when tenders are invited online with 2 Envelopes system and or negotiations are held, the modified or fresh offers shall remain open up to four months from the prescribed date of opening the same. In the event of the tenderer withdrawing the offer before the aforesaid dates for any reason whatsoever, Earnest money deposited with the tender shall be forfeited.
- 2.31.1** In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement he/she not be entitled to tender for this work in the case of recall of tenders in addition to forfeiture of his/her earnest money as may be applicable for the work. If the tenderer has committed a similar default on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the authority which had registered him/her.
- 2.32 Bank Commission Charges:** Bank commission charges in all payments by demand drafts outside the State will not be borne by the Chhattisgarh Housing Board but by the contractor himself.
- 2.33 Force Major:** Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government or the Chhattisgarh Housing Board, act of Legislature or other authority, stoppage of hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lockout, or other disorganization, of labour or transport, breakdown of machine, flood, fire act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred by him due to these reasons.
- 2.34** Each tenderer shall supply the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual signature. When tender is submitted by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registration number of the firm shall be furnished. In such a case, the tender must be

signed separately by each partner thereof or in the event of the absence of any partner it must signed on his behalf by a person holding a power of attorney authorizing him to do so. Tenders by a company /corporation shall be signed with the legal name of the company/corporation followed by the name of the state of incorporation and by signature and by designation of the president, secretary or other persons authorized to bind it in the matter.

2.35 Technical Knowledge and staff:

2.35.1 The tender shall be submitted with the declaration that the contractor has successfully carried out large works of this nature and has adequate organization, machinery and experienced personnel to handle jobs of this type and magnitude.

2.35.2 A brief description of large works previously executed by tenderer: After the tender has been opened any tenderer may be required to submit detailed particulars of such works along with manner of their execution and any other information that will satisfy the officer receiving the tender that the contractor has adequate organization, Including experienced personnel to execute vigorously the work to be carried out as per these specifications.

- (a) The contractor shall employ **04 Graduate Engineers & 08 Diploma Engineers** as Technical Staff during the execution of the work.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff.
- (c) In case the contractor fails to employ the technical staff as aforesaid, the Engineer-In-Charge shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer / diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vita.
- (e) The contractor shall give a certificate to the effect that the graduate engineer / diploma engineer is exclusively in his employment.
- (f) A Retired Assistant Engineer who is holding a diploma may be treated at par with a Graduate Engineer for the operation of the above clause.

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

In case the contractor fails to employ the required technical staff or fails to employ technical staff / personnel as submitted by the contractor in Pre-qualification documents and or the technical staff/personnel so employed are generally not available on work site and or do not receive or comply the instructions of the Departmental Engineers, the Engineer-In-Charge shall recover / deduct from his bills, a sum of Rs. 25000/- per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken **under clause 1.15.**

2.36 The tender documents have to be completed and submitted with all the documents required in the tender notice. Following is the summary of the documents required to be submitted with the completed tender form.

- (I) The name, residence and place of business etc.
- (II) Details of contracts already held by the Contractor.
- (III) A list of near relatives of the tenderer working in Chhattisgarh Housing Board.
(Annexure -J)
- (IV) Attested copy of the constitution of firm and power of attorney.
- (V) A declaration that there has been no conviction imprisonment for an offence involving moral turpitude.
- (VI) Declaration and description.

2.37 Registration with Labour Department: No tender shall be accepted and no contract given to any contractor or firm who/which is not registered as an Institution with Labour Commissioner, Chhattisgarh under Contract Labour's (Regulation and Abolition) Chhattisgarh Rules, 1983 and the tenders shall have to accompany with a license to this effect.

CHAPTER - III

- 3.1 General:** The special conditions are supplementary instructions to the tenders and shall form part of the contract.
- 3.2 Drawing:** Drawings given in Table-I (Chapter-II) and indexed in part will form part of the contract and drawings given in Table - II should be submitted by Approved Construction agency. RCC Structural designs & other drawings / designs duly approved from NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology must be submitted by Approved Construction agency, within one month from the date of execution of the Agreement. This one month period is not included in stipulated time for construction & no payment should be made by Chhattisgarh Housing Board to the construction agency in this regards.
- 3.3 Data to be furnished by the Contractor:** The Contractor shall submit the following information to the Engineer-in-charge.
- 3.3A** Proposed constructions programme and time schedule showing sequence of operations with in 15 days of receipt of notice to proceed with the work in pursuance of the conditions of contract. Along with the above he will also submit programme of bringing requisite tools and plants, machinery to be engaged by him to the site of work.
- 3.4 Programme of Construction:** The Contractor shall submit the detailed, month-wise construction programme with in 15 days of the date of notice to proceed with the work. This programme may be reviewed and revised every month at the beginning of the month.
- 3.5 Action when the progress of any crucial item of work is unsatisfactory:** If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in-charge shall notwithstanding that the general progress of work is satisfactory, after giving the contractor 15 days notice in writing get the said work executed by employing other means including other labour / contractor etc. and the contractor will have no claim for compensation for any loss sustained by him owing to such action.
- 3.6 Inspection and Tests:** Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the contractor shall properly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in-charge may replace such material and/or correct such workmanship and charge the cost thereof to the contractor.

The Contractor shall be liable for replacement of defective work up to the time in accordance with **clause 1.10 and 1.11** of the conditions of contract of all work to be done under the contract.

The contractor shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the contractor at the time of inspection.

- 3.7 Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 3.8 Possession prior to completion:** The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 3.9 Damage to works:** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-Charge and till completion certificate has been obtained from the Engineer-in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.
- 3.10 Examination and tests on completions:** On the completion of the work and not later than three months there after, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.
- 3.11 Climatic Conditions:** The Engineer-in-Charge may order the contractor to suspend any work that may be subject to damage by climatic conditions and no claims of the contractor will be entertained by the department on this account.

- 3.12 Safety regulations:** While carrying out this work, the contractor will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - "H")
- 3.13 The Contractor will make his own arrangement:** for supply of Water, Light & Power for his works and labour camps etc.: The contractor will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will not entertain any claim what so ever for any failure or break down etc. in supply of electricity to the contractor. The Contractor will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department
- 3.14 Interference with other Contractors:** The contractor must not interfere with other contractors who may be employed simultaneously or otherwise by the department. He will at no time engage departmental labour or that of other contractors without the written permission of the Engineer-in-Charge.
- 3.15 Regulations and bye laws:** The contractor shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Chhattisgarh Housing Board, against any claim or liability arising from or based on the violation of any such laws, ordinance, regulation, orders, decrees etc.
- 3.16 Site Order Book:** A site order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book.
- All entries therein shall be signed by the departmental officers in direct charge of the work and the contractor or his representatives. In the important cases the Commissioner or Additional / Deputy Commissioner will countersign the entries which shall except with the written permission of the Deputy Commissioner and the Contractors or his representative shall be bound to take note of all instructions meant for the contractor as entered in the site order book without having to be called for separately to note them. The Engineer-in-charge shall submit periodically copies of the remarks of the site order book to the Commissioner or Additional / Deputy Commissioner, Chhattisgarh Housing Board for record and to the contractor for compliance and report.
- 3.17 Conversion of units:** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the contractor will have to accept the figures so derived without any claim or compensation whatsoever.
- 3.18 Rights of other contractors and persons:** If, during the progress of the work covered by this contract, it is necessary for other contractors or persons to do work in or about the site of work, the contractor shall afford such facilities, as the Engineer-in-charge may require.

3.19 Employment of technical persons: In accordance with the requirement of **clause 2.35** the contractor will employ or produce evidence of having in his employment a qualified technical person not below the rank of a Sub-Engineer / Graduate Engineer from an Institution recognized by the Government of Chhattisgarh / Govt. of Other State / Govt. of India and furnish full details to the Engineer-in-charge in the following format:

- I. Name of the Sub-Engineer/Graduate Engineer engaged quoting Diploma or Degree with name of Institutions.
- II. Period for which the Sub-Engineer/Graduate Engineer has been engaged with emoluments

3.20 ADVANCES TO CONTRACTORS:

3.20.1 Mobilization advance: - Mobilization advance up to **5 % (Five percent)** of the contract value may be paid to the contractor, if requested by the contractor within one month of the date of order to commence the work. In such a case the contractor shall furnish Bank Guarantee from a schedule bank for the equal amount in favour of the Commissioner Chhattisgarh Housing Board, Raipur before sanction and release of the advance. This **5% (Five percent)** advance shall be Payable in two stages as under.

Stage-1: - **2 %(Two percent)** of the contract value payable after signing of the agreement.

Stage-2: - **3%(Three percent)** of the contract value payable on receipt of the certificate from the contractor that he has established his site office complete well established and central and field testing laboratories and has engaged the minimum required workers / technicians and has brought requisite plants and machineries at work site, the work is physically commenced and the construction programme is submitted by the contractor has been approved by the Engineer-In-Charge. Commissioner Chhattisgarh Housing Board, Raipur shall sanction the mobilization advance

(ii) Recovery of Mobilization advance:-

The recovery of above mobilization advance shall be done in **Ten (10) equal monthly installments** starting after two months of payment of the advance, from the monthly running bills. If the advance could not be recovered during the period as mentioned above, an **interest (18%) per annum** compounded on monthly basis shall be charged on capital and recovered from the running / final bills or from any amount due to the contractor.

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

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

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

(ii) Recovery of Secured advance: -

The recovery of above Secured advance shall be done within Three Month from sanction of Secured Advance. If the advance could not be recovered during the period as mentioned above, an **interest (18%) per annum** compounded on monthly basis shall be charged on capital and recovered from the running / final bills or from any amount due to the contractor.

- 3.21 Scope of Lumpsum cost:** The lumpsum contract shall comprise of the construction, completion and maintenance of the works and provision of all labour, materials, constructional plants, transport and all works of a temporary or permanent nature required for such construction, completion and maintenance in so far as is necessary for providing the same and is specified in the contract.
- 3.22 Open foundations:** The Contractor's lumpsum tender should include provision for cofferdam, diversion drain or stream and bailing out of water or dewatering foundations and shoring etc. No claims for any additional payments shall be entertained.
- 3.23 Low water level variation:** The low water level given in the NIT is for general guidance of the contractor. It is liable to vary. No claim due to variation of low water level shall be entertained.

3.24 Schedule of running payment: schedule of running payment may be based on the following break up of the lump sum subject to the stipulations of **clause 1.15** of conditions of contract.

| S.No. | Particulars | Stage wise Percentage | Cumulative Percentage |
|-------|---|-----------------------|-----------------------|
| A | Building Works | | |
| 01. | Up to plinth | 15 | 15 |
| 02. | Ground Floor Slab Level including Brick Masonry & Lintel with Fixing of door & window frames. | 06 | 21 |
| 03. | Ground Floor slab casting. | 06 | 27 |
| 04. | First Floor Slab Level including Brick Masonry & Lintel with Fixing of door & window frames. | 06 | 33 |
| 05. | First Floor slab casting. | 06 | 39 |
| 06. | Second Floor Slab Level including Brick Masonry & Lintel with Fixing of door & window frames. | 06 | 45 |
| 07. | Second Floor slab casting. | 06 | 51 |
| 08. | Third Floor Slab Level including Brick Masonry & Lintel with Fixing of door & window frames. | 06 | 57 |
| 09. | Third Floor Slab Casting. | 06 | 63 |
| 10. | Construction of Mumty, parapet wall etc. [terrace floor complete]. | 02 | 65 |
| 11. | Internal Electrification of All Floors. | 07 | 72 |
| 12. | Flooring on all Floors. | 07 | 79 |
| 13. | Internal Water Supply and Sanitary Fittings Works (Including providing & fixing of bib cocks & Other Fittings] on all floors. | 07 | 86 |
| 14. | Completion of Internal Plaster on all Floors. | 04 | 90 |
| 15. | Completion of External Plaster on all Floors. | 04 | 94 |
| 16. | Painting works including painting of joinery, all complete including providing & fixing of Glass panes on all floors. | 04 | 98 |
| 17. | After site clearance and handing over the site | 02 | 100 |

Note:-

1. **The Engineer-In-Charge, Chhattisgarh Housing Board** may require the contractor to extend the validity period of the Bank Guarantee (s) for such period which he considers it proper and the contractor shall extend the validity period of such Bank Guarantee accordingly. If the contractor fails to extend the period accordingly, the Engineer-In-Charge, Chhattisgarh Housing Board may encash the B.G before the expiry of the Validity period.
- (II) The contractor shall carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period as mentioned in such communication notice from the Engineer-In-Charge, Chhattisgarh Housing Board to him.
- (III) Failure of contractor to rectify the defects properly in the given period shall be open for the Engineer-In-Charge, Chhattisgarh Housing Board to get the defects (s) rectified either departmentally or through other agency (without calling any tender/Quotation) and recover the actual cost plus 15% (fifteen percent) of such cost from the contractor from any sum, in any from available with the department or can recovered as" Arrears of Land Revenue"

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

The contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under this contract do/does not leak during the period of two consecutive rainy seasons after it's (their) completion and if any defects are pointed out to him by the Engineer-in-charge during the said period the same shall be removed by him own expenses or in default the Engineer-in-charge may get them remove and deduct the expense 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 all not withstanding 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 deduction as aforesaid the same may be recovered from his 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 certificate 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.

- (V) 50% (Fifty percent) of the Earnest Money Deposit of the contractor shall be refunded on his getting the completion certificate from Engineer-In-Charge remaining 50% (Fifty percent) shall be refunded after settlement of Final Bill.
- (VI) After one year of completion of construction 50% (Fifty percent) of available performance Guarantee shall be returned to the contractor subject to the satisfaction of the Engineer-In-Charge, Chhattisgarh Housing Board.
- (VII) Remaining performance guarantee as would be remaining 50% (fifty percent) for rectification of defects if due the department or through other agency) shall be returned after 2 years (24 months) of completion.
2. No additional payment shall be made for RCC Structural Design/ other designs / Drawings that have to be submitted by the contractor. Each such structural design/ other design shall be duly approved by NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology.

3. Running payment shall be made as per detailed schedule of running payments. The detailed schedule shall as be prepared within the broad break up of schedule of running payment as indicate above.
4. The detailed construction programme schedule shall be finalized by mutual agreement between the contractor and the Engineer-In-Charge of the Project.
5. Proportional part payment may be made for incomplete items of work. These part payments shall be at the sole discretion of the Engineer-In-Charge of the Project.
6. No provision shall be allowed for in the detailed schedule of payment for arranging materials like reinforcement Steel, form work or any other item.
7. The tender/contractor shall give in advance authority letters(s) in favor of the Engineer-In-Charge of the Project authorizing him to get all Banks' Fixed deposit security, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and confirmed from the concerned Bank. it will be only after getting such confirmation that the Engineer-In-Charge of the Project shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
8. The contractor shall not remove minor mineral from borrow areas. Quarries without prior payment of Royalty charges.

3.25 Extra work and rebate: Extra /Rebate work arising out of this contract shall be valued at prevailing market rate.

The rate for such items shall be worked out by the contractor in consultation with the Engineer-in-charge and approved by the Dy. Commissioner, Chhattisgarh Housing Board. Such approval of rate[s] must invariably be obtained before taking-up of execution of such item[s] of work. This approved rate shall be final and binding on the contractor.

3.26 This is a lump-sum contract where time is of utmost importance. No claims of any sort with regard to escalation shall be admissible and therefore no payment what so ever in this regard shall be made.

CHAPTER - IV

DESIGN AND SPECIFICATIONS

4.1 Design & Drawings:

Housing board will provide only following Drawings & this drawings are enclosed in NIT :-

A. Drawings pertaining to Building construction works

- | | | |
|----|--------------------|---------|
| 1. | Layout Plan | 01 nos. |
| 2. | Typical Floor Plan | 01 nos. |

Tenderer /(s) are advised to visit the proposed site of work before submission of their bid[s] and to satisfy himself [themselves] with regard to the soil and other working conditions at the proposed site. Once the bid has been submitted, it shall be assumed that the bidder has visited the site and has acquainted himself [themselves] with all working conditions at site as also the availability of construction and other material etc. and have taken note of all relevant information or details that may have a bearing on their working and on the rates that they have quoted.

All bidders are required to submit their RCC structural Designs / Drawings and Other designs & Drawings of building works in Envelope 'B'. The successful Bidder will be required to get these submission drawings duly approved by NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology before issue of work order. In case the Bidder fails to do so in 30 (Thirty) days from the date of intimation of his being successful in his bid, CGHB may at its own discretion, reject the tender and forfeit the EMD.

- 4.1.1** Approval of RCC Structural Design: On approval of the tender, contractor is required to approve RCC structural Designs / Other Drawings & Design from NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology.
- 4.1.2** Completion Drawings: On completion of the work the contractor shall submit two sets of completion [as built] drawings in addition to one set of soft copy of the same.
- 4.2** Design Code of Practice, Specifications: The Codes of practice and specification which are adopted in the departmental design will be as follows:
- 4.2.1** Materials of construction of proposed building shall be governed by the relevant Indian Standards Codes of Practice.
- 4.2.2** The design procedure permissible stresses in material and other relevant stipulations shall be governed by the codes of practice published by **BIS** and other relevant IS codes.
- 4.2.3** New Codes of Practice and amendments issued by the Bureau of Indian standards till the date of tender will also be automatically applicable for the work, similarly amendments and revisions. Specifications made up to the date of tender shall also be applicable.

- 4.3** Foundation: Depth of foundation shall be taken upto good soil conditions/ strata and as per design
- 4.4 Testing of concrete:** All concrete used in the RCC structure shall be M -20 or above grade and vibrated with Vibrators. The contractor's lumpsum Rate shall include the cost of testing of concrete cubes. Installation of a Calibrated Testing Machine at site by the contractor will be acceptable. The testing will however, be done under the supervision of the Engineer-in-charge or his authorized representative. The contractor shall finish a test certificate of the concrete test machine, to be used by him on the site of works sampling, strength test of concrete and acceptance criteria shall be in accordance with IS Codes.
- 4.5 Finish of concrete surface:** Good surface of the exposed reinforced concrete members must be ensured by the contractor by using plane and true to shape form work. Corrections of defects must be done as desired by the Engineer-in-charge. Tolerance in form work shall be in accordance with IS Codes.
- 4.6** Size of Aggregate: Size of aggregate to be used in plain concrete, RCC concrete structure shall be in accordance with specifications. However, for sections of structural components of 300 mm thickness and less only 20mm and down graded aggregate shall be used.
- 4.7** General Specification for construction of building is given in **ANNEXURE - M.**
- 4.8** Model Rules relating to labour, Water Supply & Sanitation in Labour Camps are given in **ANNEXURE - A.**

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 camp should be located in elevated and well drained ground in the locality.
2. **Labour:** Hut to be constructed for one family of 05 persons each. The layout to be shown in the prescribed sketch.
3. **Hutline:** The huts to be built of local materials. Each hut should provide at least 20 Sqm. of living space.
4. **Sanitary facilities:** There shall be provision of latrines and urinals at least 15 M away from the nearest quarter separately, for men and women specially so marked.
5. **Latrines:** Pit provided at the rate of 10 users or two families per set. Separate Urinals as required as the privy can also be used for this purpose.
6. **Drinking water:** Adequate arrangement shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, an overhead covered storage tank shall be provided with a capacity of five liters per person per day. Where the supply is to be made from a well it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health institution between each work of disinfection.

Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected. In the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.

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 a gap and space of 2 Sqm. for washing and bathing. Proper drainage for waste water should be provided.
8. **Waste disposal:** Dustbins shall be provided at suitable place in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with covers. The contents shall be removed every day and disposed off by trenching or through Municipal solid waste disposal system, if the same exists.

9. Medical facilities.

- a) Every camp where 1000 or more persons reside shall be provided with full time doctor and dispensary. If there are women in the camp a full time nurse shall be employed.
- b) Every camp where less than 1000 but more than 250 persons reside shall be provided with dispensary and a part time nurse/midwife shall also be employed.
- c) If there are less than 250 persons in any camp a first aid kit shall be maintained by the in- charge of the whole time persons.

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

Sanitary Staff: For each labour camp there should be qualified sanitary Inspector & Sweepers should be provided in the following scale:

- | | | |
|----|---|--|
| 1. | For Camps with strength over 200 but not exceeding 500 persons. | One Sweeper for every 75 persons above the first 200 for which three sweepers should be provided |
| 2. | For camps with strength over 500 persons | One sweeper for every 100 persons above the first 500 for which six Sweepers should be provided. |

ANNEXURE – “B”**CONTRACTOR’S LABOUR REGULATIONS.**

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

Explanation:

- a) “Fair Wages” means wages whether for time or piece work as notified at the time of inviting tenders for the works and where such wages have not been so notified the wages prescribed by the Labour Department for the division in which the work is done.
- 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 labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed on the works on the performance of his contract, the contractor shall comply with their cause to be complied with the labour act in force.
- d) The Commissioner/Executive Engineer shall have the right to reduce from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or the deductions made from his or their wages, which are not justified by the 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 breach of this contract.
- g) The contractor shall obtain a valid license under the contract (Regulations and Abolition) Act in force and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

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

ANNEXURE 'C'**FORM OF CERTIFICATE OF INCOME TAX TO BE SUBMITTED BY
CONTRACTOR TENDERING FOR WORKS COSTING RS. 2.00 LAKHS OR MORE.**

1. Name and Title (of the company/firm HUF) or individual) in which the applicant is assessed to Income Tax and Address for the purpose of assessment.
2. The Income tax Circle /Ward /District in which the applicant is assessed to income tax.
3. Following particulars concerning the last Income tax assessment made.
 - a) Reference No. (or GIR No.) of the assessment
 - b) Assessment year and accounting year.
 - c) Amount of total income assessed.
 - d) Amount of tax assessed IT, SI, EPT, BPT,
 - e) Amount of tax paid IT, ST, EPT, B.P.T.
 - f) Balance being tax not yet paid and reasons for such arrears.
 - g) Whether any attachment or certificate proceedings pending in respect of the arrears.
 - h) Whether the company or firm or HUF on which the assessment was made has been or is being liquidized wound up, dissolved, partitioned or being declared insolvent, as the case may be.
 - i) The position about latter assessment namely whether returns submitted under Section 22(1) or (2) of the Income Tax Act, and whether tax paid under, "Section 18A of the Act and the amount of tax so paid or in arrears.
4. 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.
5. The Name and address of branch (es) verified the Particulars set out above and found correct subject to The following remarks.

Dated:

Signature of I.T.I.

Circle / Ward / District

Annexure G-I:

(Bank Guarantee Bond)
(GUARATEE BOND)

(In lieu of performance Security Deposit)
(To be used by approved Scheduled bank)

1. In consideration of the Commissioner of Chhattisgarh Housing Board, Raipur (here in after called the Commissioner having agreed to exempt (Herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated made between for the work (Name of work) (here in after called the said Agreement) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreements on production of a bank Guarantee for Rs. Rupees Only we. (.) (hereinafter referred to as " the bank (at the request of the said contractor (s) do here by undertake to pay the Govt., an amount not exceeding Rs. against any loss or damage caused to or would be caused to or suffered by the Chhattisgarh Housing Board, Raipur, by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.
2. We (.) do here by undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Commissioner stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Chhattisgarh Housing Board, Raipur by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreements or by reasons of the contractor (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, However our liability under this Guarantee. shall be restricted to an amount not exceeding
3. We undertake to pay to the Chhattisgarh Housing Board, Raipur any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payments.
4. We (.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforceable till all the dues of the Chhattisgarh Housing Board, Raipur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Commissioner, R.M.C. certified

that the terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 9 months beyond the due date of completion of the work) we shall be discharged from all liability under the guarantee.

- 5. We (.) further agree with the Commissioner that the Chhattisgarh Housing Board, Raipur shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Commissioner/ Executive Engineer against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations. or extension being granted to the said contractor (s) or for barnacle, act or commissioner on the part of the RMC. or any indulgence by the RMC to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to sureties would but for this provision have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
- 7. We (.) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Commissioner in writing :-
 Dated the day of
 for ()
 (.) indicate the Name of the Bank

Annexure G-II

To,

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

Dear Sir,

We enclose Demand Draft / Bank Guarantee/Cash Certificate other similar instrument No. for Rs. in favour of Designation of the Officer concerned in lieu of deposits required from for the due fulfillment by him/them of the terms of contractor dated..... for during the period commencing from thereof if any.

Yours faithfully,

For and on behalf.

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

ANNEXURE-H**SAFETY CODE****1. Scaffolding:**

- (i) Suitable scaffold should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladder is used on extra Mazdoor shall be engaged for holding the ladder for carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $\frac{1}{4}$ Horizontal and 1 vertical).
- (ii) Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
- (iii) Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 meters above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 meter in length while the width between side rails inring ladder shall be in no case be less than 0.3 meters from ladder upto and including 3 meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid to compromise by any such person.

4. **Excavation and Trenching:** All trenches 1.2 meter or more in depth, shall at all times be supplied with at least one ladder for each 30 Meter in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The side of trenches which are

1.5 meter or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meter of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

5. **Demolition:** Before any demolition work is commenced and also during the process of the works.
 - (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

6. **Painting:** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and protective goggles.
 - b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
 - c) Those engaged in welding works shall be provided with welder's protect.
 - d) When workers are employed in sewers and manholes which are in use, the Contractors shall ensure that the manhole covers are open and are ventilated at least for an hour before the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - e) The Contractor shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 - i) No paint containing lead or lead shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
 - iii) Overhauled shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.

7. **Drawing:** When the work is done near any place where there is risk a drawing of all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
- 6 Every crane driver or hoisting equipment operator shall be properly qualified and should not have any personal disorder. Such person must be of a minimum age of 21 years.
- a) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 - b) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded contractor's machine the contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
 - c) Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally displaced When workers employed on Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided the workers should not wear rings, watches and carry keys, or other materials which are good conductors of electricity.
7. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
9. To ensure effective endorsement of the rules and regulations relating to safety precautions the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge, or the Department or their representatives.
10. Notwithstanding the above clause (1) to (9) there is nothing in these to except the contractors to exclude the operations of any other act or rule in force in the Republic of India.

ANNEXURE H -1**TESTING & SPECIFICATION OF MATERIAL**

FOR BUILDING WORKS: i) Rates include the element of testing of samples of various materials brought by the contractor for use in the work as per list of mandatory tests attached herewith. Frequency of such tests to be carried out shall not be less than the prescribed frequency. Contractor shall also have to establish a field laboratory at site to be approved by the Engineer-in-charge. The tests shall have to be conducted by the contractor's material under the supervision of Engineer-in-charge or his authorized representative. A record of such tests shall be maintained in a duplicate register at site of work Duplicate copies of such tests shall be submitted to office along with running account bills. The original register shall also be submitted along with the final bill. Failure to conduct any of the test or not up to the prescribed frequencies would invite following consequences.

The Engineer-in-charge may reject the work, but if in his opinion the work can be accepted despite the aforesaid shortcomings, then he may do so subject to a recovery of Rs. 100/- for each default and simultaneously inform the Commissioner. However, it would be optional for the contractor to set up his own laboratory if the amount of contract (inclusive of tender premium) does not exceed Rs. 5.00 Lakhs.

ii) As regards steel reinforcement;

TMT Steel – confirming to IS-1786 shall be provided.

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coating which may destroy or reduce bond.

Only such steel as is obtained from main producers of steel e.g. SAIL, TISCO or such steel rolling mills as are having license from the B.I.S. to manufacture steel for reinforcement, shall be allowed to be used in the work.

The contractor shall have to produce Test Certificate in the proforma prescribed/ approved by B.I.S. from the manufacturer for every batch of steel brought to site of work.

Before commencement of use of steel, from any batch, brought to site of work by the contractor, the Engineer-in-charge shall arrange to get samples tested for nominal mass, tensile strength, bend test and rebound test from any Laboratory of his choice at the cost of contractor. The selection of test specimens and frequency shall be as per relevant I.S. Specification of steel to be used.

iii) Where, contract provides for cement to be arranged by the contractor himself, only 43 Grade and above cement of relevant I.S. standard specifications shall be allowed to be used in the work subject to the following tests. The arrangement for necessary equipment and testing shall have to be made by the contractor, himself at a site to be decided by the Engineer-in-charge. All expenses shall be borne by the contractor. Any lot of cement brought to site by the contractor would be permitted to be used in the work under the supervision of the Engineer-in-charge or his authority's representative. The record of the tests results shall be maintained in the register referred in subsequent Para.

| Type of Test | Frequency | Minimum |
|--|--|-----------|
| a) Test for initial & final /setting time as per IS: 3536 – 1966 | 1 st Test for 10 tonne or part thereof | 10 tonne |
| b) Test for determination of compressive strength of cement as per IS: 3536-1966 | 1 st test for 50 tonne or part thereof. | 50 tonnes |

A Duplicate register as per format hereunder shall be maintained at site of work. Extract certified copies of the entries for each month shall be submitted to the Engineer-in-charge by the contractor. The original register shall also be submitted to the Engineer-in-charge on completion of the work by the contractor.

| S.No | Place of receipt of cement | No. of bags | Name and address of firm from whom purchased | Signature of contractor or his authorized representative | Signature of authorized representative of Engineer-in-charge. | Results of test for initial and final setting time | Result of tests for compressive strength of cement | Remark |
|------|----------------------------|-------------|--|--|---|--|--|--------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

When the strength of concrete required is up to M-20, then O.P.C. conforming to I.S.: 269-1989 or P.P.C. conforming to IS : 1498-1976 may be used.

When the strength of concrete required is more than M-20 but up M-30, the O.P.C. Conforming to IS: 8112-1989 shall be used.

For pre-stressed concrete works and when the strength of concrete required is more than M-30, the OPC conforming to IS: 12269-1989 shall be used.

Nominal mix would be adopted for Cement concrete M-7.5 M-10 and M-15. Design mix shall have to be adopted for concrete of higher strengths.

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

- iv) The Contractor shall have to be provided a ruled duplicate register at site named "Site Order Book" it shall be in the custody of departmental supervisory staff. The Engineer-in-charge or his authorized representative may record their instruction in this book, which shall be noted by the contractor or his authorized representative for compliance.

List of mandatory Tests.

| Material | Test | Relevant IS code of testing | Field Laboratory Test | Minimum Quantity of material work for carrying out test. | Frequency of testing |
|--|--|--|-----------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| Cement concrete or reinforced cement concrete not leaner than M-15 | Slump Test | IS: 1199 | Field | 15 Cum more | 15 Cum or part thereof frequently by Engineer Incharge |
| Reinforced cement concrete | a) Cube strength | For Building IS: 456 for Bridges/Culverts IRC: 21-1987 | Field | 15 Cum in slab 5 cum on columns. | 15 Cum |
| Steel (if arranged by the contractor) | a) Tensile strength | IS: 1608 | Laboratory | 20 tonnes | Every 20 tonne thereof conform IS: 1786-1985 |
| Cement (If arranged by the contractor) | b) Bend test | IS: 1599 | Laboratory | -do- | --do-- |
| | a) Test for initial & Final setting. | IS: 403 | Field | 10 tonnes | IS: 4031-1988 |
| | b) Test for determination of compressive strength of cement. | IS: 4031 Part I | Field | 50 tonnes | -do- |
| Sand | a) Silt content. | IS: 2386 Part III | Field | | Every 20 cum or part or more frequently as by the Engineer-in-charge. |
| | b) Particle size distribution | IS: 2386 Part II | Field | | Every 20 Cum or part or more frequently as by the Engineer-in-charge. |
| | c) Bulking of sand | | Field | | -do- |

ATAL VIHAR YOJNA

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|-----------------|--|--|--|----------|---------------------------------|
| Stone Aggregate | a) Percentage of soft or deteriorious material. | | Central visual inspection, laboratory test where required by the Engr-in-charge or so specified. | 0.00 Cum | As required Engineer-in-charge. |
|-----------------|--|--|--|----------|---------------------------------|

ANNEXURE - J

List showing the name of near relative working in CHHATTISGARH HOUSING BOARD
as required vide Clause 2.39 of Chapter - II

| S.No. | Name of Officers working in CHHATTISGARH HOUSING BOARD, | Relationship with self | Name of Person working with the Contractor who are near relative to officer mentioned in column(2) | Relationship |
|-------|---|------------------------|--|--------------|
| 1. | 2. | 3. | 4. | 5. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Date:

Signature of Contractor

ANNEXURE-M

GENERAL SPECIFICATION

1. The successful tenderer shall carry out appropriate Geo - technical survey under the supervision of Engineer in charge and provide **RCC structural design & Other Drawings & Designs duly approved** by NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology, at his own cost for construction of buildings. The Design must confirm relevant codes & to requisite specifications on earth quake resistant design for seismic zone-II.

Chhattisgarh Housing Board has carried out a plate bearing test on a nearby location. However the contractor shall carry out appropriate Geo - technical survey under the supervision of the Engineer in charge at the site once the site has been cleared of the hutments.

2. **Foundation & Structure:**

- a. **Base concrete** 1:4:8, 15cm thick below building foundations, on hard strata/ on strata with SBC as specified in the soil investigation report.
- b. **Building foundations / RCC Frame Structure** with M-20 & above grade Concrete as per structural designs duly approved by NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology and provided by the contractor. Only sand or hard murrum shall be used for filling in foundation pits/ trenches.
- c. Minimum curing period for any concrete work shall be 28 days or as advised in the approved RCC structural designs.

3. **General specification:-**

FOR EWS FLATS (G+3)

| S. No. | Particulars | Details |
|--------|--|---|
| 1 | A. Minimum Plinth area (as per attached drawing) per unit | 37.44 Sqm. / 403.00 Sqft. |
| | B. Area of one block on each floor For EWS - 1 Floor = 4 du. X 4 Floor with 1 staircase block | 149.76 Sqm. / 1611.42 Sqft. |
| | C. Total area of one block in Four Floors (G+3) For EWS - 16 du with 1 staircase | 599.04 Sqm. / 6445.67 Sqft. |
| 2. | Required plinth height above average ground level | Required plinth height above average ground level should not be less than 0.90 mtr. and Plinth Height above Final road level, should be not less than 0.60 mtr. |
| 3. | Structure | RCC Frame Structure with M - 20 & Above grades. All R.C.C. sun - shades [chhajjas] shall be casted with plain face and bottom surface with drip mould and smooth quarter round cement concrete surface [Haller] at top with cement concrete M - 20 & Above grades. |
| 4. | Minimum floor height | Floor Top to Ceiling 10 Feet. |

ATAL VIHAR YOJNA

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|-----|--|--|
| 5. | Masonry work | 20 cm. thick Fly ash masonry with CM 1:6 for Main Walls & 10 cm thick Fly ash masonry with CM 1:4 for partition wall (crushing strength of bricks should not be less than 35 Kg/cm ²) with 80 mm thick RCC Belt at Sill & Lintel level (with 04 nos. 08 mm dia bars & 06 mm dia rings 20 cm. spacing). |
| 6. | Plinth filling | <p>a. If excavated soil or part of Excavated soil seems to be good for filling, same shall be refilled as per direction of Engineer In charge and the remaining part of foundation and plinth shall be filled using only Moorum /Sand /Crushed Stone Dust.</p> <p>b. Balance unused excavated soil to be disposed to a distance of not less than 1.00 km from the site or used for site leveling as directed by Engineer – in – charge.</p> |
| 7. | Flooring, Dado and skirting | Ceramic Floor Tiles & Ceramic Glazed Tiles for Dado as approved by Engineer-In-Charge. Industrial Tiles flooring in parking area. |
| 8. | Joinery | <p>All Door Frame – Providing and fixing RCC frames for doors opening with wooden plugs and screws or with dash fastener or rawl plugs and screws or with fixing clips or with bolts and nuts as required including fixing of necessary butt hinges and screws.</p> <p>Door Shutters – Providing and fixing 30 mm Prefabricated door shutters as per approved by Engineer-In-Charge.</p> <p>Aluminum Door Fittings for One Door i. Sliding Bolt: 1 no., 250 x 16mm. ii. Tower Bolt: 1 no. 200 x 10 mm iii. Handle: 2 nos. 125 mm iv. Latch : 1 no. 250 x 10 mm.</p> |
| 9. | Window, ventilator | Window, Ventilator frame & Shutter : factory made ISI mark steel windows and ventilators side / top / centre hung made up of standard rolled steel sections conforming to IS 1038: 1968 and IS 1977: 1969 joints mitered and flash butt and sash bars tanded and riveted/welded with 10 cm long lugs of size 15x3mm embedded in cement concrete block 15x10x10 cms of 1:3:6 (1 cement :3 Coarse sand: 6 graded stone aggregate 20mm nominal size) or raw plugs and screws or with bolts and nuts as required including providing and fixing of hinges pivots, handles pegs stays rolling devices locking arrangements spring catch etc. as required complete as Directed as Engineer in charge including applying a priming coat of red oxide zinc chromate primer. with Supplying and fixing pin headed glass panes with putty and nails. with frosted glass panes 3mm thick. |
| 10. | Painting / water proofing cement paint | Distempering with acrylic washable distemper on inner wall surface & ceilings and Heat resistant external paint on outer wall surface with three coats in approved shade & make as directed by Engineer-in-charge. |
| 11. | Painting on iron work | Synthetic enamel paint three coats in approved shades of approved make as directed by Engineer – in – charge to RCC door, wood work & iron work including priming coat with primer. |

ATAL VIHAR YOJNA

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|------------|--|--|
| 12. | Internal Sanitary and Collecting Chamber | <p>A. White glazed Orissa pan W.C. seat 580x440 mm size with P or S trap. The floor level of toilet shall be 50mm lower than the general floor level of flat on all 10 ft. low level PVC finishing cistern floors.</p> <p>B. Sewage disposal from WC with 75 / 100 mm PVC pipe & waste water from kitchen & Bathroom with 75 /100 mm PVC pipe & fittings as required & as directed by Engineer – in – charge. It shall be responsibility of contractor to make essential arrangements for disposal of rain water from terrace (roof slab) by providing proper slope in shuttering of roof slab and by providing appropriate PVC pipes and fittings all complete as directed as Engineer-in-charge.</p> <p>C. Duct portion upto plinth level shall be constructed as collecting chamber and covered with flag stone and 110 mm dia 1 m to 1.5m long PVC pipe shall be fixed at floor level for disposal.</p> |
| 13. | Internal Water Supply | <p>15mm long body brass bib cock 500 gm in kitchen, Utility, bath & toilet with 15mm dia "B" Class G.I. Pipe / UPVC pipe connecting with 25 mm dia "B" Class G.I. / UPVC pipe from second floor level to ground level and other linking and essential work which will be required to complete water supply work,</p> <p>a. Installation of 500 ltr. HDPE (ISI mark) water tank approved by Engineer in charge on terrace floor for each dwelling unit,</p> <p>b. 15mm G.I. /UPVC piping from each HDPE tank to be "B" class.</p> <p>c. 3 water tap points in each apartment, each water tap point of 15 mm dia.</p> <p>d. 15mm brass bib cocks 500 gm each for each water point.</p> <p>e. One gun metal full way valve with each HDPE tank.</p> <p>f. One fresh water tap connection in kitchen of each dwelling unit to be provided, pipe line of G.I. / UPVC pipe class "B" for this purpose to be laid.</p> <p>g. Unions and other fittings are to be provided as per requirement and as directed by Engineer In charge for easy maintenance.</p> |
| 14. | Plastering | 13/20 mm. thick cement plaster with cm. 1:5 for outer & inner Brickwork. |
| 15. | Internal Electrification | <p>A. 08 nos. Light point, 02 nos. fan point and 2 nos. 5 Amp. Plug socket point, 01 nos. 5 amp. separate board, 2 Nos. exhaust fan point.</p> <p>B. 1.5 square mm. stranded Copper wiring with open PVC conduit pipe</p> <p>C. MCB DB 4 way single door (Single Phase).</p> <p>D. One light point at every flat out side main door to be provided.</p> <p>E. All material should be conforming to I.S.I. standards before using the same, it shall be got approved by department.</p> <p>F. 2 nos. Plate earthing for each block to be provided.</p> <p>G. Meter room should be constructed below staircase.</p> |

ATAL VIHAR YOJNA

| | | |
|-----|---|---|
| 16. | Panel Board | Suitable for 16 Mtr. Connection. |
| 17. | Railing for staircase | M.S. Railing as approved by Engineer-In-Charge. |
| 18. | Railing for Landing area | M.S. Railing as approved by Engineer-In-Charge. |
| 19. | Kitchen platform. | 15 -18 mm thick Polished Flag Stone Kitchen Top. |
| 20. | Terrace, Tower Grill Gate and Parapet wall | <p>A. Provide stair case tower with 100mm thick RCC slab with 10cm thick brick wall as per directed by Engineer-in-charge.</p> <p>B. Provide 1100 mm height parapet wall in 10 cm thick brick wall in cm. 1:4.</p> <p>C. 01 Nos. Tower Grill Gate as approved by Engineer-in-charge.</p> |
| 21. | Rain Water Harvesting arrangements (recharging well included) | Rain water harvesting arrangements as per direction of Engineer-in-charge. |
| 22. | Building elevation | Building elevation shall be strictly in accordance with the approved Drawings by the board. |

FOR LIG FLATS (G+3)

| S. No. | Particulars | Details |
|--------|---|--|
| 1 | A. Minimum Plinth area (as per attached drawing) per unit | 51.77 Sqm. / 577.25 Sqft. |
| | B. Area of one block on each floor For LIG - Ground Floor = 6 du. & Other Floors = 8 du x 3 floor with 2 staircase block | Ground Floor - 310.62 Sqm. / 3342.27 Sqft. Other Floors - 414.16 Sqm. / 4456.36 Sqft. |
| | C. Total area of one block in Four Floors (G+3) For LIG - 30 du with 2 Staircase | 1553.10 Sqm. / 16711.36 Sqft. |
| 2. | Required plinth height above average ground level | Required plinth height above average ground level should not be less than 0.90 mtr. and Plinth Height above Final road level, should be not less than 0.60 mtr. |
| 3. | Structure | RCC Frame Structure with M - 20 & Above grades. All R.C.C. sun - shades [chhajjas] shall be casted with plain face and bottom surface with drip mould and smooth quarter round cement concrete surface [Haller] at top with cement concrete M - 20 & Above grades. |
| 4. | Minimum floor height | Floor Top to Ceiling 10 Feet. |
| 5. | Masonry work | 20 cm. thick Fly ash masonry with CM 1:6 for Main Walls & 10 cm thick Fly ash masonry with CM 1:4 for partition wall (crushing strength of bricks should not be less then 35 Kg/cm ²) with 80 mm thick RCC Belt at Sill & Lintel level (with 04 nos. 08 mm dia bars & 06 mm dia rings 20 cm. spacing). |
| 6. | Plinth filling | a. If excavated soil or part of Excavated soil seems to be good for filling, same shall be refilled as per direction of Engineer In charge and the remaining part of foundation and plinth shall be filled using only Moorum /Sand /Crushed Stone Dust. |

ATAL VIHAR YOJNA

| | | |
|-----|--|--|
| | | <p>b. Balance unused excavated soil to be disposed to a distance of not less than 1.00 km from the site or used for site leveling as directed by Engineer – in – charge.</p> |
| 7. | Flooring, Dado and skirting | Ceramic Floor Tiles & Ceramic Glazed Tiles for Dado as approved by Engineer-In-Charge. Industrial Tiles flooring in parking area. |
| 8. | Joinery | <p>All Door Frame – Providing and fixing RCC frames for doors opening with wooden plugs and screws or with dash fastener or rawl plugs and screws or with fixing clips or with bolts and nuts as required including fixing of necessary butt hinges and screws.</p> <p>Door Shutters – Providing and fixing 30 mm Prefabricated door shutters as per approved by Engineer-In-Charge.</p> <p>Aluminum Door Fittings for One Door i. Sliding Bolt: 1 no., 250 x 16mm. ii. Tower Bolt: 1 no. 200 x 10 mm iii. Handle: 2 nos. 125 mm iv. Latch : 1 no. 250 x 10 mm.</p> |
| 9. | Window, ventilator | Window, Ventilator frame & Shutter : factory made ISI mark steel windows and ventilators side / top / centre hung made up of standard rolled steel sections conforming to IS 1038: 1968 and IS 1977: 1969 joints mitered and flash butt and sash bars tanded and riveted/welded with 10 cm long lugs of size 15x3mm embedded in cement concrete block 15x10x10 cms of 1:3:6 (1 cement :3 Coarse sand: 6 graded stone aggregate 20mm nominal size) or raw plugs and screws or with bolts and nuts as required including providing and fixing of hinges pivots, handles pegs stays rolling devices locking arrangements spring catch etc. as required complete as Directed as Engineer in charge including applying a priming coat of red oxide zinc chromate primer. with Supplying and fixing pin headed glass panes with putty and nails. with frosted glass panes 3mm thick. |
| 10. | Painting / water proofing cement paint | Distemping with acrylic washable distemper on inner wall surface & ceilings and Heat resistant external paint on outer wall surface with three coats in approved shade & make as directed by Engineer-in-charge. |
| 11. | Painting on iron work | Synthetic enamel paint three coats in approved shades of approved make as directed by Engineer – in – charge to RCC door, wood work & iron work including priming coat with primer. |
| 12. | Internal Sanitary and Collecting Chamber | <p>A. White glazed Orissa pan W.C. seat 580x440 mm size with P or S trap. The floor level of toilet shall be 50mm lower than the general floor level of flat on all 10 ft. low level PVC finishing cistern floors.</p> <p>B. Sewage disposal from WC with 75 / 100 mm PVC pipe & waste water from kitchen & Bathroom with 75 /100 mm PVC pipe & fittings as required & as directed by Engineer – in – charge. It shall be responsibility of contractor to make essential arrangements for disposal</p> |

ATAL VIHAR YOJNA

| | | |
|------------|--------------------------|--|
| | | <p>of rain water from terrace (roof slab) by providing proper slope in shuttering of roof slab and by providing appropriate PVC pipes and fittings all complete as directed as Engineer-in-charge.</p> <p>C. Duct portion upto plinth level shall be constructed as collecting chamber and covered with flag stone and 110 mm dia 1 m to 1.5m long PVC pipe shall be fixed at floor level for disposal.</p> |
| 13. | Internal Water Supply | <p>15mm long body brass bib cock 500 gm in kitchen, Utility, bath & toilet with 15mm dia "B" Class G.I. Pipe / UPVC pipe connecting with 25 mm dia "B" Class G.I. / UPVC pipe from second floor level to ground level and other linking and essential work which will be required to complete water supply work,</p> <p>h. Installation of 500 ltr. HDPE (ISI mark) water tank approved by Engineer in charge on terrace floor for each dwelling unit,</p> <p>i. 15mm G.I. /UPVC piping from each HDPE tank to be "B" class.</p> <p>j. 3 water tap points in each apartment, each water tap point of 15 mm dia.</p> <p>k. 15mm brass bib cocks 500 gm each for each water point.</p> <p>l. One gun metal full way valve with each HDPE tank.</p> <p>m. One fresh water tap connection in kitchen of each dwelling unit to be provided, pipe line of G.I. / UPVC pipe class "B" for this purpose to be laid.</p> <p>n. Unions and other fittings are to be provided as per requirement and as directed by Engineer In charge for easy maintenance.</p> |
| 14. | Plastering | 13/20 mm. thick cement plaster with cm. 1:5 for outer & inner Brickwork. |
| 15. | Internal Electrification | <p>A. 13 nos. Light point, 02 nos. fan point, 02 Nos. exhaust fan point, 03 nos. 5 Amp. same board, 03 nos. 5 amp. Separate board.</p> <p>B. 1.5 square mm. stranded Copper wiring with open PVC conduit pipe</p> <p>C. MCB DB 6 way Double door (Single Phase).</p> <p>D. One light point at every flat out side main door to be provided.</p> <p>E. All material should be conforming to I.S.I. standards before using the same, it shall be got approved by department.</p> <p>F. 2 nos. Plate earthing for each block to be provided</p> <p>G. Meter room should be constructed below staircase.</p> |
| 16. | Panel Board | Suitable for 30 Mtr. Connection |
| 17. | Railing for staircase | M.S. Railing as approved by Engineer-In-Charge. |

ATAL VIHAR YOJNA

| | | |
|------------|---|---|
| 18. | Railing for Landing area | M.S. Railing as approved by Engineer-In-Charge. |
| 19. | Kitchen platform. | 15-18 mm thick Polished Marble Stone Kitchen Top. |
| 20. | Terrace, Tower Grill Gate and Parapet wall | <p>A. Provide stair case tower with 100mm thick RCC slab with 10cm thick brick wall as per directed by Engineer-in-charge.</p> <p>B. Provide 1100 mm height parapet wall in 10 cm thick brick wall in cm. 1:4.</p> <p>C. 01 Nos. Tower Grill Gate as approved by Engineer-in-charge.</p> |
| 21. | Rain Water Harvesting arrangements (recharging well included) | Rain water harvesting arrangements as per direction of Engineer-in-charge. |
| 22. | Building elevation | Building elevation shall be strictly in accordance with the approved Drawings by the board. |

Notes:

1. Complete copies of the drawings & Designs duly approved from NIT, Raipur / GEC, Raipur or from any of the Indian Institute of Technology or National Institute of Technology must be submitted by approved construction agency.
2. Design based on open foundation shall not be permissible.
3. General specification for work following order of priority regarding specification for work shall be followed by the contractor.
 - (i) Relevant B.I.S. Specification.
 - (ii) Specification as may be given in writing by Engineer-in-charge from time to time.
 - (iii) C.P.W.D./Chhattisgarh P.W.D. specification/ N.B.O./MORTH.
4. Nothing in this clause, however, shall curtail the right of the "Engineer-In-Charge" to alter the specification for any part or whole of the work, if he considers it necessary in the interest of work. On all matters where there is deference of opinion between the contractor and the Engineer-In-Charge the matter will be referred to the Commissioner, Chhattisgarh Housing Board, Raipur (C.G.) whose decision will be final conclusive and binding on the contractor
5. Contractor shall have to follow elevation of building strictly and no extra payment will be made for developing elevation.
6. The electrical works shall be executed only through the contractors who posses proper valid electric license from the chief Electrical Inspector, Govt. of C.G.
7. All RCC works shall be in accordance with latest provision of B.I.S including recommended, design mix.
8. The contractor shall ensure the quality and work man ship of work so that there is no leakage, seepage and dampness and wall wetting in the building.
9. The existing development should not be damaged by the contractor and he should hand over them as intact.
10. Materials to be got approved before providing, execution and installation from the Engineer-in-charge.
11. The internal water supply & sanitary and internal electrification works should work successfully as a whole system.

| AMOUNT PUT TO THE TENDER | | |
|--|---|-------------------------|
| CONSTRUCTION OF 336 EWS & 210 LIG DWELLING UNITS WITH RCC FRAME STRUCTURE [IN GROUND PLUS THREE FLOORS BUILDING] AT MACHEWA - MAHASAMUND (C.G.) | | |
| (GROUP - II) | | |
| Sl. No. | Particulars | Amount (In Lacs) |
| 1. | Cost of 336 EWS Flats (G+3) @ 2.25 Lacs | 756.00 |
| 2. | Cost of 210 LIG Flats (G+3) @ 3.73 Lacs | 783.30 |
| | Total Cost | 1539.30 |
| | Say | 1539.30 Lacs |

Dy. Commissioner
Chhattisgarh Housing Board
Head Office, Raipur

Qualification Information :-

| | | | | | |
|-----|---|----------------|---|------------------|-------|
| (A) | Constitution or legal status of Bidder[attach copy] | | | | |
| (B) | Place of registration of Firm/ Company (in case of other than individuals) | | | | |
| (C) | Principal place of business: | | | | |
| (D) | Name of Power of attorney holder for signing of the Bid. (bidder)[attach copy] | | | | |
| 1.2 | Total annual volume of civil engineering construction work executed and payments received each year in the immediate five years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- indexed @ 10% (ten percent) compounded per year. | Financial Year | (Rs. in crores) | | |
| | | | "Civil engineering construction work" Turn over in the year | Add for indexing | Total |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- Proprietary firm, partnership firm with the certificate of registration by registrar of firms & article and Memorandum of Association with Certificate of Incorporation.
- Mention and highlight the year, which the tenderer considers for evaluation by the Committee.

Signature :

Contractor's Seal:

INFORMATION ON EXECUTION OF SIMILAR WORKS [REFER QUALIFICATION CRITERIA, S.NO.1]

- (i) One similar work completed during the last five years, or
(ii) Two similar works completed during the last five years, or
(iii) One similar work under execution.
(iv) One similar work completed & one similar work under execution.

| Sno | Name of Project | Name of Employer | Value of contract (Rs.in Lacs) | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Value of work done | Remarks 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 relevant certificates from the Engineer in charge, not below the rank of Executive Engineer or equivalent
(ii) Tenderer may attach certified copies of work order(s) and completion certificate issued by the Engineer in charge not below the rank of an Executive Engineer

Signature :
Contractor's seal :

Work performed on all classes of Civil Engineering Construction Works over the last five years

| Sno | Name of Project | Name of Employer | Description of work | Value of contract (Rs.in Lacs) | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Year wise value of work done as per certificate from the 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. |
|-----|-----------------|------------------|---------------------|--------------------------------|--------------|-----------------------------|-------------------------------|---------------------------|---|----|----|----|----|----|---|
| | | | | | | | | | 10 | 11 | 12 | 13 | 14 | 15 | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | | | | | | | | | | | | | | | |

Note: (i) Attach relevant certificates from the Engineer in charge, not below the rank of Executive Engineer or equivalent.
(ii) Tenderer may attach certified copies of work order(s) and completion certificate(s) issued by Engineer in charge not below the rank of Executive Engineer

Signature :
Contractor's seal :

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

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

Note:

- (i) Enclose certificates from Engineer in charge (Not below the rank of an Executive Engineer or equivalent) for value of balance works to be completed, value of work executed, anticipated date of completion.
- (ii) Tenderer may attach certified copies of work order issued by Engineer in charge not below the rank of Executive Engineer or equivalent.

Signature :
Contractor's Seal:

ATAL VIHAR YOJNA

ANNEXURE-5

Availability of Major Construction Equipment proposed for carrying out the Works. List all information requested below.

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

Signature :

Contractor's Seal :

ATAL VIHAR YOJNA

ANNEXURE-6

Qualifications of consultants /each technical personnel proposed for the Contract.

| Position | Name | Qualification | Duration of employment with the bidder [also mention joining date] | Years of experience | | | | Remark |
|----------|------|---------------|--|---------------------|----------------|--------------|--------|--------|
| | | | | Road Works | Building Works | Bridge works | Others | |
| 1 | 2 | 3 | 4 | 5(a) | 5(b) | 5(c) | 5(d) | 6 |
| | | | | | | | | |

- Note :-**
1. Relevant details including CV and academic/experience certificates of each including proposed for deployment on the works must be furnished as enclosures to this annexure.
 2. The individuals proposed for deployment on the works & as indicated above can only be replaced with person of at least equal academic qualification & experience, with prior written permission of the Commissioner, Chhattisgarh Housing Board.

Signature :

Contractor's Seal :

ATAL VIHAR YOJNA

ANNEXURE-7

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

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

ANNEXURE-8

Information regarding current claims, arbitration, litigation in which the Bidder is involved.

| Sl. No. | Name of Other party(s) | Agreement No. date year and Deptt. | Brief of cause of claims, arbitration /dispute (give reference of contract details) | Where Litigation is pending (in the department/Court/arbitration) (mention Deptt./Court /Arbitration) | Amount involved/ claimed |
|---------|------------------------|------------------------------------|--|---|--------------------------|
| | | | | | |

Can use separate sheets for each agreements if necessary.

CONTACT PERSONS

1. Shri D.K. Diwan, Dy. Commissioner - Mo. 094242-09017
Chhattisgarh Housing Board,
Head Office, Raipur [CG.]

2. Shri Ajit Singh Patel, Executive Engineer - Mo. 094076-06000
Chhattisgarh Housing Board,
Division - III, Raipur [CG.]

Affidavit

I,.....S/o.....
Aged.....years.....
(address.....
.....)

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

1. **All documents and Informations furnished are correct in all respects to the best of my knowledge and belief**
2. **I have not suppressed or omitted any required/relevant information.**
3. **I hereby authorize the Raipur Municipal Corporation, Raipur Officials to get all the documents submitted verified from appropriate source(s).**

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

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

Seal of attestation by a Public

Notary with date

(.....)
Authorized signature /
for and on behalf of.....
(affix seal)

**List of key and minimum plant & Equipment to be deployed on Contract Work
(Road/Bridge/Buildings)**

| Sl. | Type of Equipment | Minimum required | Available | Own/ Lease |
|----------|--|------------------|-----------|------------|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Truck/Tipper | 1 | | |
| 2 | JCB | 1 | | |
| 3 | Loader | 2 | | |
| 4 | Shuttering Plate | 3 SET | | |
| 5 | Concrete Mixer with integral weigh batching facility | 2 | | |
| 7 | Vibrator | | | |
| (i) | Needle | 10 | | |
| (ii) | Plate | 5 | | |
| 8 | Water Pumps more than 2 H.P. | 3 | | |

Note :- The list of the equipment and plants as mentioned above are tentative. E.E. of the project can modify the above list of the plant and equipment as per their requirements.

List of Technical person to be deployed on Contract work

| S. No. | Personnel | Qualification | Personnel required. |
|--------|-------------------|--|---------------------|
| 1 | Graduate Engineer | B.E. Civil + 5 Years Experience in Civil Works. | 04 |
| 2 | Diploma Engineer | Diploma in Civil Engineering + 05 Years Experience in Civil Works. | 08 |
| | | Total | 12 |

Note :- The list of the Technical persons as mentioned above are tentative. E.E. of the project can modify the above list of the Technical persons as per their requirements.