

**Name Of Work :- Comprehensive Annual Maintenance Of Lift In Various
Division Of CGHB Colonies In Raipur District (C.G.)**

CHHATTISGARH HOUSING BOARD

Capital Project Division-1 Nava Raipur, Atal Nagar, Raipur

FORM-B

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer.

This form will state the work to be carried out as well as the date for submitting and opening tender and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderers and the percentage if any to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specifications, drawings and a schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at the office of the Sub. Divisional Officer/Divisional Officer during office hours.

2. In the event of the tender being submitted online by a firm it must be signed digitally using digital certificate, which can be obtained in the name of authorized representative of the firm from NexTenders (India) Pvt. Ltd. In the event of the tender being submitted manually by a firm, it must be signed separately by each member thereof, or, in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the usual printed form (in case of manual bidding) and online form (in case of online bidding) stating at what rate he is willing to undertake each item of work. Tenders which propose any alternation in the work specified in the said form of invitation to tender or in the time allowed for carrying out the

work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.

4. The Divisional Officer or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Officer or any other person duly authorised by him.
7. The memorandum of work tendered for and the schedule of materials to be supplied by the C.G. Housing Board and their issue rates shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

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

MEMORANDUM

**General :- Comprehensive Annual Maintenance Of
Lift In Various Division Of CGHB
Colonies In Raipur District (C.G.).**

Estimated cost **Rs. 277.19 Lakh**

- (a) Earnest money **Rs 277200.00 By D.D.** (IN Form Of DD Payable To **Executive Engineer**, CGHB, Capital project Division-1, Nava Raipur Atal Nagar)
- (b) Security deposit @ **5% (Five Percent)**
- (c) Percentage if any to be deducted from bills- IT, C.T. , L.W.T., GST etc. & other taxes as per rule.
- (d) Time allowed for the work from the date of written order to commence the work
24 Months. i/c Rainy Season.

Item No.	Item of Work	Unit	Per	Rate Tendered (in figures)	Rate tendered (in words)
1	2	3	4	5	6
	Attached				

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the Chhattisgarh Housing Board or its successors in the officer the sums of money mentioned in the said conditions.

- (e) A separate sealed cover duly superscribed containing the sum of **Rs. 277200.00 By D.D.** (IN Form Of DD Payable To **Executive Engineer**, CGHB, Capital project Division-1, Nava Raipur Atal Nagar)
- (f) Amount of earnest money the full value of which is to be absolutely forfeited to the said Board or its successor's in office without prejudice to any other rights or remedies of the said Board or its successors in office should I/We fail to commence the work specified in the above memorandum or should I/We not deposit the full amount of the security deposit specified in the above memorandum in accordance with clause - 1 of the said conditions of the contract

otherwise the said sum **Rs. 1385950.00 By D.D.** shall be retained be the Board on account of such security deposit as aforesaid or the full value of which shall be retained by the Board on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to
Contractor's Signature
Dated the

Signature of the Contractor
before submission of tender

Day of 20dated the day of ..20

Address of Witness

Occupation of Witness

I hereby accept the above tender on behalf of the Chhattisgarh Housing Board

Dated theday of20...

Signature of the officer by
whom accepted

CONDITIONS OF CONTRACT

Definition:

1. The Contract means the documents forming the Notice Inviting Tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Chhattisgarh Housing Board and the contractor.
2. In the contract the following expression shall unless otherwise required by the context, have the meanings, hereby respectively assigned to them:
 - (a) The expression "Works" or 'Work' shall, unless thereby mean something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) The 'Site' shall mean the land and/or other places on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) 'Government' shall mean Government of Chhattisgarh.
 - (d) 'Board' shall mean Chhattisgarh Housing Board established under Section 3 of the Chhattisgarh Griha Nirman Mandal Adhiniyam, 1972.
 - (e) 'Chairman' shall mean Chairman of the C. G. Housing Board and or his successor in office.
 - (f) 'Housing Commissioner' shall mean Housing Commissioner appointed under Section 13 of the Chhattisgarh Griha Nirman Mandal Adhiniyam, 1972.
 - (g) 'Chief Engineer Add. Housing Commissioner shall mean Chief Engineer/ Addl. Housing Commissioner of the Chhattisgarh Griha Nirman Mandal in - charge.
 - (h) 'Dy. Housing Commissioner' shall mean the Dy. Housing Commissioner of the C.G. Griha Nirman Mandal in-charge.
 - (i) 'Divisional Officer', Executive Engineer', Engineer In-charge shall mean Executive Engineer of Chhattisgarh Griha Nirman Mandal in charge of the Division who shall supervise and be in - charge of the work and who shall sign the contract on behalf of the Board.
 - (j) 'Assistant Engineer / Sub-Divisional Officer' shall mean the Asstt. Engineer of the Chhattisgarh Griha Nirman Mandal in - charge acting under instructions of Engineer-in Charge.

Security Deposit:

Clause - 1 (a): 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 Rs. One lakh and amount beyond Rs. One lakh, may be converted with the specific permission of the Executive Engineer. 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.

Performance Security:

Clause - 1 (b): Performance Security will be taken @ 3% (three percent) of the value of work not exceeding Rs. 25 Lacs in shape of demand draft from contractor at the time of execution of agreement.

For the works costing above Rs. 25 Lacs, performance security will be taken Rs. 75,000/- or @ 2% (two percent) go the agreed amount, which ever is higher. 50% (percent) of performance security (not less than Rs. 75,000/-) 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.

Compensation for delay:

Clause – 2: The time allowed for carrying out the work as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the date of work order to commence work. The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all

cases. in which the time allowed for any work exceeds one month, to complete 1/8 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 3/4 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 Executive Engineer shall levy on the contractor as compensation an amount equal to:

- 1 1/2 percent of the value of work per week in respect of work costing upto Rs. 2,00,000.
- 2 3/8 percent of the value of work per week in respect of work costing above Rs. 2,00,000 and upto Rs. 5,00,000.
3. 1/4 percent of the value of work per week in respect of work costing above Rs. 5,00,000 and upto Rs. 10,00,000.
4. 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000 and upto Rs. 25,00,000.
5. 1/16 percent of the value of work per week in respect of work costing above Rs. 25,00,000.

The total amount of compensation under the provision of the clause shall be limited to 6 percent of the value of work.

The decision of the Dy. Housing Commissioner shall be final.

The delay in department assistance in-grained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above.

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

Action when the contractor becomes liable for levy of penalty

Clause - 3: 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 contained in Clause - 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Divisional Officer 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 Executive Engineer 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 Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and the same rates as 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 Divisional Officer which ever is less the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Saving, if any, will go to the Board.

In the event of any of the above courses being adopted by the Divisional Officer, 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 Divisional Officer 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 – 3 (a) the contractor's bill shall be finalized up within three months from the date of recession both in the case of building work and road and bridgework. Contractor remains liable to pay compensation if action not taken under Clause – 3

Clause - 4: In any case, in which any of the powers conferred upon the Divisional Officer by clause 3 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such power, shall not withstanding, be exercisable in the event of any further case of default by the contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Divisional Officer putting in force either of the power under clause (a) or (b) or (c) vested in him under the preceding clause he may if he so desires, take possession of all or any tools, plant, materials and stores in or upon the work, or the site thereof or

belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final otherwise the Divisional Officer may be notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice)

Power to take possession of or require removal of materials tools and plants or sale of contractor's plant, etc.:

In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractors expense or sell them by auction or to private sale on account of the contractor and at his risk in all respects and the certificate of the Divisional Officer as to the expense of any such removal and the amount the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause - 5 Extension of time: If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Divisional Officer within thirty days of the date of the hindrance on account which he desires such extension as aforesaid and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorise such extension for a period not exceeding three months. Any Further extension of time shall be subjected to the previous sanction of the Deputy Housing Commissioner (grounds to be shown there for) provided always where the Divisional officer has recommended the grant of extension/permitted the contractor to carryout the work reserving the right of the Board to impose the liquidated damages (as provided for under the agreement) the running bills shall be continued to be paid to him.

Provided further if any extension applied for is proposed to be refused the competent authority shall give the contractor an opportunity to be heard before taking final decision.

Clause - 6 Final certificate: On completion of the work, the contractor shall be furnished with a certificate by the Divisional Officer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other 'part of any building or structure in. upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the

Executive Engineer whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of dirt or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment of intermediate certificate to be regarded as advances

Clause – 7: No payments shall ordinarily be made for work estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. but if intermediate payment during the course of the execution of works is considered desirable in the interest of works the contractor may be paid at the discretion of the Engineer-in-charge. But in the case of works estimated to cost more than rupees one thousand. the contractor shall submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the reworking of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect. or the accruing of any claim. not shall it conclude determine or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause – 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill.

If the contractor does not submit the within the time fixed as aforesaid, the Engineer - in - charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant; and the Engineer - in - charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be in printed forms

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

Receipt to be signed by partners or persons having authority to do so

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

Stores Supplied by the Board

Clause - 11 (A):

- (a) Materials to be supplied by the Board, will be shown in the schedule provided in the contract, such materials shall be supplied for the purpose of contract only and the value of materials so supplied shall be deducted at the specified rate as and when materials are consumed in items of work for which payment are being made. All such materials shall remain the absolute property of the Board and shall not be removed from the site.
- (b) All such materials, which are rendered surplus, shall be returned by the contractor at the place of issue at his own expense. Only such materials as are in good condition shall be taken back as decided by the Engineer-in-Charge.
- (c) In case of materials incorporated in the schedule, the contractor shall keep proper daily account. This account shall be open for inspection by the Engineer-in-Charge at all reasonable times. The contractor shall submit a fortnightly report to the Engineer-in-Charge of consumption and balance of materials supplied by the Board by 10th and 25th of each month. If any such materials, so issued, do not tally with the progress of work or departmental account, the contractor shall be charged for such shortages. at double the issue rate or double the market rate, which ever is more as on the date of such detection.

- (d) If at any time subsequent to the execution of a contract on a through rate basis, the contractor desires the issue to him for use on a work, or materials which exist in Board's stores, but the supply whereof by Board was not provided for in the contract, the materials shall not be issued except with the express authority of the Divisional Officer who shall specify in each case the rate to be charged for the materials inclusive of delivery at the place where they are stored. The rate charged shall be market rate prevailing at the time of supply or the issue rate which ever is greater. No carriage or incidental charges shall be borne by the Board in connection with the supply. Such supply of materials by the Board shall not be treated as sale.
- (e) For the materials intended to be supplied by the Board as mentioned in the Schedule in Tender Form, required for as per immediate progress of work could not be given for any reason the contractor shall be granted extension of time under Clause - 5 of the Agreement. If, however such supplies are not made within 50 percent extra time, beyond the completion period as per contract, it shall be open to the contractor either to determine the contract or request for extension of time.

ADVANCE TO CONTRACTOR:

Clause - 11 (B): Advance to contractors are as a rule prohibited and every endeavor should be made to maintain a system, under which no payments are made 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 to sites, Divisional Officer may in such cases, sanction advance upto an amount not exceeding 75% of the value of work but 90% in the case of steel (as assessed by the Divisional Officer) provided that the rate allowed in no case is 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 Board secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or the shortage or misuse of the materials and against the expense entitle for their proper watch and safe custody.

Payment of such advances should be made on the certificate of an officer not below the rank of Assistant Engineer, that the quantities of materials upon which the advances are made, have actually been brought to site, that 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 as 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 are billed for.

Before granting the secured advance, the contractor shall sign the prescribed Indenture Bond in the prescribed form.

Clause - 12: The contractor shall execute the whole and every part of work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which contractor shall be entitled to have access at such office or in the site of the work for the purpose of inspection during office hours and the contractor, shall if he so requires be entitled at his own expense to make or cause to be made copies of the specification and of all such designs, drawings and instructions as aforesaid.

Chhattisgarh P. W. D. specifications shall apply along with the various I. S. I. codes in the cases of any variation the following order of precedence shall prevail:

1. Specifications as per N. I.T.
2. I. S. I. code / I. R. C. specification
3. Chhattisgarh P. W. D. specification
4. Mode of measurement for building shall be as provided in the C. S. R. prevalent
Where such mode of measurements is not specified in the C.S.R. it shall be done as per I.S.I. code for Building Measurement. However, if any mode of measurement is specifically mentioned in the N.I.T., the same will get precedence over all the above.

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

Additions, Alterations in Specifications and Designs

Clause – 13: The Engineer-in-Charge shall have power to make any alteration in omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified in tender for the main work, provided that total value of such increased or altered or substituted work does not exceeds 25% of the amount put to tender, inclusive of contractors percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract of apply for extension.

Extension of time in consequence of alterations:

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contractor's work and certificate of the Engineer-in-Charge shall be conclusive as to such proportion

Rates for works not in schedule of rates of:

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract then such classes of work shall be carried out at the rates entered in the applicable schedule of rates, which was in force at the time of acceptance of the contract, and if such class of work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work. Carried out or expenditure incurred by him prior to the determination of the rates as aforesaid according the Deputy Housing to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute decision of Commissioner shall be final.

No Claim to any payment or compensation for alteration in or restriction of Work

Clause - 14: In at any time after execution of the contract documents, the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried by the contractor, he shall give notice in writing of the fact to contractor who shall there upon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work until but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work, as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice the contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge, provided the rate not in excess of requirements and are of approved quality and or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If he contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-Charge whose decision shall be final may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

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

Time limit for unforeseen claims

Clause - 15: Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Board on any account unless that contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim accruing.

Action and compensation payable in case of bad work

Clause - 16: If at any time before the security is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and that notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified and paid for, the contractor shall be bound forth with to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer in Charge consider that any such inferior work or materials as described above may be accepted or made use of at reduced rates then in such cases the Engineer-in-Charge shall submit detailed proposal for appropriate reduction (preferably supported by an analysis wherever possible) to the Deputy Housing Commissioner, and obtain his approval expeditiously and accept the same at such reduced rates as approved by the Deputy Housing Commissioner.

Contractor liable for damage done and for imperfections for Three months after final certificate

Clause - 17: If the contractor or his work people, or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road curbs, fences, enclosures water pipes, cables, drains, electric or telephone posts of wire, trees, grass, or grass-land or cultivated ground contiguous, the premises on which the work or

any part of it, is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it within three months (six 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 the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter may become, but to the contractor or from his security deposits of the proceeds of sale thereof or of a sufficient portion thereof.

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

Works to be open for inspection; Contractor or responsible agent to be present

Clause - 18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and they shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up

Clause - 19: The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach or measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor to supply plant, ladder scaffolding, etc.

Clause - 20: The contractor shall supply at his own cost materials (except such materials, if any as may in accordance with the contract be supplied from the Engineer-in-Charges store) plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted, and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions on not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

The contractor is damages arising from non-provision of lights, fencing, etc.

The contractor shall also provide at his own cost, except when the contract specifically provides otherwise and except for payment due under clause 13 all necessary fencing and lights required to project the public from accident, and shall be bound to bear the expenses or defense of very suit, action, or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contract be paid to compromise any claim by any such person.

Compensation under section 12 Sub-section (1) of Workmen's Compensation Act, 1923.

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

Labour

Clause - 22: The contractor should get himself registered under Contract Labour Regulations and Abolition Act, 1970 including its amendments after getting a certificate from the Principal Employer, who will be the Engineer-in-Charge.

Clause - 23: No labour below the age of Twelve years shall be employed on the work.

FAIR WAGE

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

- (a) "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by Public Work 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 he had immediately employed the labourers.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Labour Act in force.

(d) The Executive Engineer/Assistant Engineer shall have the right to deduct from the

money due to the contractors, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers, non-payment to wages or deductions made from his or their wages, which are not justified by the terms of the Contract or non-observance of the regulations.

- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his subcontractors.
- (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of the contract.

Works Not to be sublet

Clause - 25: The contract shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly or be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Board in any way, relating to his officer or employment, or if, any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Board and the same consequences shall ensue as if the contract had been rescinded under clause - 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore performed under the contract. If the contractor gets item/items of work executed on a task rate basis with or without materials, this shall not amount to subletting of the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

Clause 26: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensations to be applied to the use of Board without reference to the actual loss or damage sustained. and whether or not any damage shall have been sustained.

Changes in the constitution of firms

Clause - 27: In case of a tender by partners and change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Work to be under the direction of Executive Engineer/Deputy Housing Commissioner

Clause - 28: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer/Deputy Housing Commissioner of the Division/Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Arbitration clause

Clause - 29: 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 their under 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 Executive Engineer 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,

Lump sums in Estimates

Clause - 30: When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge, capable of measurement, the Engineer-in-Charge may at his description pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Action where no specification

Clause - 31: In the case of any class of work which there is no such specification as is mentioned in rules, such work shall be carried out in accordance with the specification approved by Deputy Housing Commissioner / Addl. Housing Commissioner for application to work in the district and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-Charge,

Claim for quantities in the tender of estimate

Clause - 32: Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in the tender or estimate.

Claims for Compensation for Delay in starting of work

Clause - 33: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according sanction to estimates.

Employment of Scarcity Labour

Clause – 34: If Government declare a state of scarcity or famine to exist in any village situated within 16 Km of the work the contractor shall employ upon such parts of the work, as are suitable for unskilled labour any person certified to him by the Executive Engineer or any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum which Government may have fixed in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

Refund of Quarry Fees and Royalties

Clause - 35: All quarry fees, royalties, octroi duties and ground rent for stocking materials shall be borne by the contractor. If it is found that the contractor has not paid the royalty to the State Government the amount of royalty will be made good from the running or the final bills of the contractor or a sum due to the Contractor for remittance to Government.

Technical Examination

Clause - 36: The C.G. 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 vouchers, abstracts, 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 and found 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 Board to recover the same from the security deposit of the contractor or from any other dues payable to the contractor from the 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 duly paid by the 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 Housing Commissioner 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 Addl. Housing Commissioner whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months from the date of completion.

Death or Permanent Invalidity of Contractor

Clause – 37: If the contractor is an individual or a proprietary concern, partnership concern dies during the currency of the contract or becomes permanently incapacitated, where surviving partners are only minors, the contract shall be closed without levying and damages/compensation as provided in Clause - 3 of the contract agreement. .

However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

Penalty for breach of contract

Clause – 38: On the breach of any term or condition of this contract by the contractor the said Board shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Board to recover any further sums as damages from any sums due or which may become due to contractor by Board or otherwise howsoever.

SCHEDULE

Showing (approximately) materials to be supplied by Board under clauses 11 and 30 for work * contracted to executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor	Place of delivery
1	2	3
	Deleted	

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

.....
Signature of the Contractor

.....
Signature of Divisional Officer

Your contract for the
has been accepted by me / Deputy Housing Commissioner / Addl. Housing Commissioner / Housing/ Commissioner/ Chairman / Board on behalf of the Chhattisgarh Housing Board on the dayof 20..... and you are hereby ordered to commence the work.

Executive Engineer

The notice to the contractor(s) to start work from the day 20..... was issued via this office memorandum.....
No. dated the 20

Signature of contractor

Signature of Divisional Officer

COMPLETION CERTIFICATE

In pursuance of Clause - 6 of the agreement 'B' dated the
.....between the contractor Shri
..... and the Chhattisgarh Housing Board
it is hereby certified that the said contractor has duly completed the execution of the work
under by him there under onday of

Signature of contractor

Signature of Engineer-in-Charge

DRAFT N.I.T. FOR APPROVAL

C.G. HOUSING BOARD

DETAILED NOTICE INVITING TENDER

(In Form B)

**Office of the Executive Engineer, C.G. Housing Board, Capital Project Division-1, Nava raipur,
Atal Nagar, Raipur.**

Name of Work :- Comprehensive Annual Maintenance Of Lift In Various Division Of CGHB Colonies In Raipur District (C.G.).

1. Tender invited from Class of Contractor : **Manufacturer/Authorised Dealer & Service Provider who fulfill Qualification criteria as per NIT.**
2. Last date of online purchase :
3. Amount of Estimate : **Rs. 277.19 Lakh**
4. Amount of contract : **Rs. 277.19 Lakh**
5. Amount of earnest money : **Rs. 277200.00**(IN Form Of DD Payable To **Executive Engineer**, CGHB, Capital project Division-1, Nava Raipur Atal Nagar)
6. Cost of tender form : **Rs. 15000.00**
7. Period of sale of tender documents : From Date ----- Time: 10.30 to Date-----
- Time:17.30
8. Bid Submission:
 - a. Last date of Bid Preparation and Hash Submission : ----- Time 17.30
9. Submission of online bids : From ----- Time: 17.31 to ----- Time: 17.30
10. Last date of submission of manual documents in physical envelopes:
Date ----- upto 17.30
11. Time and date of opening EMD and Commercial bids online: Date: ----- Time: 11.30
12. Place of opening bids online : Office of the Executive Engineer Capital Project Division-1, Nava raipur, Atal Nagar, Raipur.
13. Time allowed for completion: **24 month** i/c rainy season.
14. Work to be done on schedule of rate issued by: C.G. P.W.D.(Building, road, Electrical)in Effect from 20.01.2015 And Chhattisgarh Public Health Engineering Department SOR 2013(For 'A' only)
15. Following materials will be supplied by the Department :Nil.....
 - 15.1Nil.....
 - 15.2Nil.....
 - 15.3Nil.....
16. The following clauses of this N.I.T. are not applicable for this work.

Date:

**Executive Engineer
C.G. Housing Board,
Capital Project Division-1,
Nava raipur, Atal Nagar, Raipur**

**CHHATTISGARH HOUSING BOARD
CAPITAL PROJECT DIVISION, NAVA RAIPUR, ATAL NAGAR RAIPUR
DETAILED NOTICE INVITING TENDERS (In From B)**

Date of issue of N.I.T -----

Date of Receipt of Tender -----

1. INTRODUCTION :

1.1 Online tenders are invited on behalf of the Commissioner, C.G. Housing Board for the following work in form "B" from categories **Manufacturer/Authorised Dealer & Service Provider who fulfill Qualification criteria as per NIT.** In c.g. govt. portal <https://eproc.cgstate.gov.in> in appropriate category.

1.1.1.

**i) Name of Work: :- Comprehensive Annual
Maintenance Of Lift In Various
Division Of CGHB Colonies In
Raipur District (C.G.).**

- | | |
|----------------------------------|---|
| ii) Amount of estimate | : Rs. 277.19 Lakh |
| iii) Probable amount of contract | : Rs. 277.19 Lakh |
| iv) Amount of earnest money | : Rs 277200.00 (IN Form Of DD Payable To Executive Engineer , CGHB, Capital project Division-1, Nava Raipur Atal Nagar) |
| v) Time allowed for completion | : 24 months including rainy season from the date of written order to commence the work. |

1.2 The electrical work shall be executed only through the contractors who possess proper valid electric license from the Chief Executive Adviser to the Govt. He should also submit a copy of the License.

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

1.4 No two or more concerns in which an individual is interested, as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.

1.5 The competent authority shall be acceding officer here-in-after referred to as such for the purpose of this contract.

1.6 Applications for issue of tender documents shall be submitted to Executive Engineer, C.G. H.B. Capital Project Division-1 Nava Raipur, Atal Nagar,Raipur so as to reach the office not later than.

1.7 Tender documents consisting of plans specifications, schedule (s) of quantities of the various classes of work to be done the conditions of contract and other necessary documents together with addressed envelopes to be used for return of forms and other documents, will be open for inspection issued for sale on payments of Rs. **15000/-** on are after and upto.....

1.8 The copies of the drawings and documents pertaining to the work signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the contractor will be opened for inspection by tenderers at the office of Executive Engineer C.G. Housing Board Capital Project Division-1 Nava Raipur, Atal Nagar,Raipur during working hours between the date mentioned in clause 1.7 above.

Rates:

2.1 The schedule of items

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

2.2 Percentage rate tender in form 'A' or 'C'

2.2.1 In respect of percentage rate tenders, Contractor can quote online his separate tender percentage rate above or below (both in figures as well in words) the following schedule of rate including amendments up to date of issue of N.I.T.

- 1) Building and Road Works of CGPWD SOR 2015
- 2) Water supply and Sanitary Works of CGPWD SOR 2015 And Chhattisgarh Public Health Department SOR 2013
- 3) Electrification Works of CGPWD SOR 2015
- 4) External Electrification Work CGPWD SOR 2015

2.2.2 (For 'A' only) The percentage of tender above/below or at par with the relevant schedule of rates inclusive of amendments issued up to the date of the notice inviting tenders can be expressed on the tender form itself both in words and figures in such a way that interpolation is not possible and allover writings should be neatly scored out and re-written and the corrections should be duly attested prior to the submission of tender.

Online bidders have to submit their bids online both in figures as well as in words in specified template provided in the tender online

Tenders not specifying percentage in words will summarily be rejected. Any amendments to the schedule of rates after the date of issue of this tender notice or the date of issue of any amendments of the N.I.T. specifically notifying the said amendments to the current schedule of rates shall not apply to this tender. In case there is difference in rates quoted in words and figures the lesser of the two shall be considered as rates offered.

2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause 2.2.1 or have been derived from the said current schedule of rates and not to other items of work.

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

2.3 Deleted

2.4 Lead and lift of materials: No lead and lift for carting of water will be paid except in case of such items for which specific lead is provided in the current schedule of rate.

2.5 Lead and lift of materials: No lead and lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause 2.2.1 of the NIT or in the schedule of items in respect of item rate tenders.

2.6 Non schedule items of works: During the execution of the work there is likelihood of such items of work which do not find place in the current schedule of rates, referred to above in respect of percentage rate contracts or such item which are given in the schedule of item rate contracts for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

Rate of such items of work which do not find place in current schedule of rates referred to above in respect of percentage rate contracts of such items in respect of item rate contracts shall be decided by the Dy. Housing Commissioner and the decision of the Dy. Housing Commissioner shall be binding on the contractor. The quantum of such work will not exceed 25% of amount of contract unless accepted by the Board and the Contractor.

3. **Submission of tender:**

3.1 Earnest money: No tender will be opened without a deposit of earnest money of **Rs. 277200.00** (IN Form Of DD Payable To **Executive Engineer**, CGHB, Capital project Division-1, Nava Raipur Atal Nagar) which will be returned to the unsuccessful tenderers on the rejection of the tenders, or earlier as may be decided by the competent authority and on production of a certificate of Competent Authority that all tender documents have been returned and will be retained from the successful tenderers as part of the security deposit.

3.2 Form of Earnest money

3.2.1. Where the amount of Earnest money is more than Rs. 500/- the same shall be accepted only in the shape of Bank drafts of any scheduled bank in favour of officer

inviting tender.

3.2.2. The intending tenderers from other states may remit E.M. in the form of the Bank draft of any scheduled Bank to the Executive Engineer.

3.3. Earnest money in separate cover: The Earnest money is one of the prescribed forms should be produced / sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode, the tender will be remain unopened. The details of the earnest money deposit are required to be mentioned in the online EMD envelope for verification during opening by the online bidders.

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

3.5. Security Deposit: 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 the earnest money plus a deduction of 5 percent from the payment made in the running bills, till two together amount to five percent of the cost of work put to tender or five percent of the cost of work executed when the same exceeds the cost of work put to tender.

3.5.1 The amount of the earnest money together with the security deposit shall remain with the Board to the extent of Rs. One lakh and amount beyond Rs. One lac, may be converted with the specific permission of the into interest bearing securities duly pledged in favour of the Housing Board, if the contractor so desires and if the period of contract warrants such a conversion.

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

3.7 The submission of a tender by a contractor implies that he has read the notice conditions of tender and all other contract documents and made himself aware of the standards and procedure in this respect. Laid down in the National Building Code of India, 2005 Indian Standards, the scope and specification of the work to be done and the conditions and rates at which stores tools and plants etc. will be issued to him the Board, has seen the quarries with their approaches, site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

3.8 Income tax clearance certificate: A tenderer purchasing tender documents for works exceeding Rs. 2.00 lakhs shall submit either an Income tax clearance certificate in the form printed as Annexure D or a certificate from the Income Tax Authority that the assessment is under consideration. No tender documents can be issued/sold to him unless such certificate is submitted.

3.9 List of works in progress: Tender must be accompanied by a list of Contractor already held by the tenderer at the time of submitting the tender in the board and else where showing there

in,

- i) The amount of each contract
- ii) Balance of work remaining to be done and
- iii) The amount of solvency certificate produced by him at the time of enrolment in the C.G. Housing Board.

3.10. Relationship: The contractor shall not be permitted to tender for works in the Division (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant. He shall intimate the names of his near relative working in C.G. HOUSING BOARD Capital Project Division-1 Nava Raipur, Atal Nagar, Raipur. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any gazetted officer in the Board or Housing Secretariat. Any breach of this condition by the contractor would tender himself liable to be removed from the approved list of contractors of the C.G. Housing Board.

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

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

4. Opening and acceptance of tender:

4.1 Place and time of opening: The tenders shall be opened at the time and place stated in Para - I, by the Executive Engineer in the presence of the tenderers or their duly authorized agents who may choose to attend. The Executive Engineer under unavoidable circumstances may be replaced by another officer in his absence to receive and open tenders on his behalf.

4.2 Power of Executive Engineer: The Executive Engineer does not bind himself to accept or recommend for the acceptance to the Deputy Housing Commissioner or other higher authority, the lowest or any tender to give any reasons for his decision.

4.3 Conditional tender: Conditional tenders are liable to be rejected.

4.4 Canvassing: Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will tender himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the C.G. Vinirdishta Bharasta Acharan Vidheyak, 1982.

4.5 Unsealed tender: The tenders shall be rejected, if not properly sealed.

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

4.7 Validity of offer:

Period of validity of offer of tenders will be as follows:

- 1) Tenders within the competence of sanction of Executive Engineer (30 days)
(i.e. upto Rs. 20 lakhs) (Thirty days)
- 2) Tenders within the competence of sanction of Dy. Housing Comm. (45 days)
(i.e. upto Rs. 40 lakhs) (Forty five days)

- | | | |
|----|---|-------------------------------------|
| 3) | Tenders within the competence of sanction of ADDL.
Housing Comm. (i.e. upto Rs. 75 lakhs) | (60 days)
(Sixty days) |
| 4) | Tenders within the competence of sanction of Housing
Commissioner. (i.e. upto Rs. 120 lakhs) | (90 days)
(Ninety days) |
| 5) | Tenders within the competence of sanction of Chairman
(i.e. upto Rs. 150 lakhs) | (90 days)
(Ninety days) |
| 6) | Tenders within the competence of sanction of Board
(i.e. above Rs. 150 lakhs) | (120 days)
(Hundred twenty days) |

In the event of the tenderer withdrawing the offer before aforesaid period for any reason whatsoever earnest money deposited with the tender shall be forfeited by the Executive Engineer.

- 4.7.1 In the event of the tenderer withdrawing the offer, before the expiry of the period of validity of offer or failing to execute the contract Agreement as required by the condition 8.1.1 or the Notice inviting Tender, he will not be entitled to tender for this work in case of recall in addition to forfeiture of his earnest money. If the tenderer has committed, a similar default on an earlier occasion as well his registration in the Board may be suspended temporarily for a period of six months from such date as may be ordered by the Competent Authority, which has registered him.

5. **Specifications:**

- 5.1 **Brief specifications:** A brief note on construction and specifications of the work is enclosed in Annexure E.

- 5.2 **Material of construction:** The materials of construction to be used in the work shall be governed by the provision of part V of the National Building Code of India, 2005 and the relevant Indian standard specification with amendment and revisions issued upto the date of tender notice.

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

- 5.4 **Specification** for building works including water supply and sanitary fitting.

- 5.4.1 The contractor shall execute the work in conformity with the standards and procedure laid down in the National Building Code of India, 2005 and as per C.G. P.W.D. specifications or specifications in force or special specification whenever enclosed separately and in accordance with the approved drawing.

- 5.4.2 **Concrete:** All concrete shall be mixed in concrete mixers and compacted by mechanical vibrators slump test shall be carried out during concreting and sample test cubes prepared and tested in due course. The testing will be carried out by the Board. The results of the test shall confirm with the required standard and if the Engineer-in-charge considers that a structural test is necessary the same shall be carried out as instructed by the Engineer-in-charge at the contractors expense and should the result of this be unsatisfactory the contractors will be bound to take down and reconstruct the particular portion of work which has given of unsatisfactory test results.

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

5.4.4. **All timber** used in the wood work for all new works must be property seasoned. In case of important building mechanical seasoning should be done in good seasoning plant.

In case the contractor does not procure good seasoned. Wood, he may be asked to get it seasoned in plant at his own expense, but no certificate is required where no additional rate is paid.

5.4.5 Maintenance of roofs: Subject to the provision in the agreement, it will be the responsibility of the contractor to see the building does not leak, during the period of the first rainy season in respect of the sheet roofing and two consecutive rainy season in respect of cement concrete terraced roof, after its completion and he will make good and replace all the defective work on this account.

5.5 **Specification of Electrical works:**

5.5.1 The work will be carried out as per the approved drawing and as directed by the Engineer-in-charge. The work will be governed by General specifications for the Electrical works, in Government buildings in Chhattisgarh in force from 1972.

5.5.2 All samples of electrical accessories should be got approved from the Engineer-in-Charge Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. A list of accessories is enclosed as Annexure-E.

5.5.3 The period of testing and refund of deposit will be 6 months after completion of work.

5.5.4. In case of supply of ceiling fan, table fan exhaust fan, tube light fixtures will be made by the board as mentioned in the CSR, As such labour rates only as per CSR will be paid for fitting such items in position as per CSR.

5.5.5. The contractor should submit wiring diagram on tracing cloth showing the point position of switch length of point, position of DB and main switch circuit No in which points fall at the time of final bill. Otherwise deduction of 1/2 percent (half percent) will be made from the bill.

5.5.6. Specification for Road works (excluding bridges and culverts):

The Road works and collection of materials for road works shall be carried out according to C.G. P.W.D. specifications, as adopted for Board or specification in force.

5.5.7 Contradictions or amendments: In the event of contradictions between the stipulations of the current schedule of rates (vide part of this N.I.T.) and aforesaid specifications (vide Para 5.1 to 5.7 above) the stipulations of the current schedule of rates shall gain precedence. In the event of contradiction if any between different specifications and or codes of practice, referred to above the decision of the Deputy Housing Commissioner shall be final subject to appeal in case of dispute before the Additional Housing Commissioner within one month of the Deputy Housing Commissioner's decision.

6. **Supply of materials:**

6.1 Material supplied by the Board. The following materials will be supplied by the Board.

Name of Materials	Rate	 	Place of delivery
--------------------------	-------------	----------	--------------------------

1. Cement including cost containers
- 2
- 3

6.2. Deleted

6.3 Deleted

6.4 In case of the departmental supply of Iron/steel to the contractor the labour rate will be paid for cutting bending and placing with binding wire as provided in CSR (with due allowance for the percentage above or below CSR tendered and accepted).

6.5 **Delay in supply:** If the materials are not supplied in time the contractor will not be allowed any claim for any loss, which may be caused to him, but only extension of time will be given at the discretion of the Executive Engineer and Deputy Housing Commissioner is applied for by the contractor before the expiry of the contract.

7. Miscellaneous Conditions:

7.1 **Subletting:** The contractor shall not without the prior approval of the competent authority in writing sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted the contractor shall not be relived of any obligation or duty or responsibility, which he undertakes under the contract.

7.2 **Taxes :** The rate quoted by the contractor shall be deemed to be inclusive of all taxes such as levies, duties, royalties, cess, toll, taxes of Central and State Governments including GST (Goods and Service Tax), taxes of local bodies and authorities which 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 law applicable.

All Above taxes will be paid by the contractor and the same will not be separately reimbursed by CGHB during the currency of contract, if any tax is imposed by Central Govt., State Govt. or by local body the same will also not be reimbursed by the board. Similarly even any increase in any taxes will also not be reimbursed by the Chhattisgarh Housing Board.

7.3 **Minerals** extracted for works carried out on behalf of the Government of India from the quarries in possession of and controlled by the state Government is subject to payment of royalty by the contractor to whom it shall not be refundable. The Board shall not also issue any certificate in respect of such materials extracted for Government of India work (applicable to Govt of India works only)

7.4 **Rules of Labour camps:** The Contractor will be bound to follow the Chhattisgarh model Rule relating to labour water supply and sanitation on labour camps (vide Annexure - A) and the provisions of the National Building Code of India, in regard to constructions and safety.

- 7.5 **Fair wages:** The contractor shall pay not less than fair wages to labourers engaged by him on the works (rule enclosed vide Annexure - B)
- 7.6 Works in the vicinity: the Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7 Best quality of construction materials: Materials of the best quality will be used as approved by the Executive Engineer.
- 7.8 Removal of undesired person: The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who if in the opinion of the Executive Engineer is unsuitable or undesirable.
- 7.9 Amount due from contractor: Any amount due from the contractor on any account through any work or as arrear of land revenue.
- 7.10 **Tools and plants:** The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued to the contractor as for the proper execution of the work. Certain plants may however, be issued to the contractor as a special case.
- 7.11 Right to increase or decrease work: The competent authority reserves the right to increase or decrease work, during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation. Subject to provisions of clause-13 of form 'A' and 'B' and clause-6 of form 'C'.
- 7.12 Works Programmed and methodology of construction: Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of construction of each typed of work and obtain approval of the Engineer-in-charge prior to execution/commencement of work.
- 7.12.1 Revised Programmed of work in case seepage:
In case of seepage from the approved work program of construction for execution at any stage, the contractor shall furnish revised programmed to make up the seepage within the stipulated time schedule and obtained approval of the Engineer-in-charge to the revised program.
- 7.13 **Time or contract:** Time allowed for carrying out the work as entered in the NIT shall strictly observed by the Contractor and shall be reckoned from the date of work order to commence the work.
- 7.14 **Payment by cheques:** The payment will be made by cheques on the _____ Bank only. No bank commission charges on realizing such payments will be borne by the Board.
- 7.15 **Transport of Materials:** The contractor shall make his own arrangement for transport of all materials. The Board is not bound to arrange for priority in getting wagon or any other material through all possible assistance by way of recommendation will be given if it is found necessary in the opinion by the Engineer-in-charge., If it proves to be in-effective the contractor shall have no claim for any

compensation on that account.

7.16 Deleted

8. **Special conditions:** To be inserted in the N.I.T. of a particular work if found necessary in the interest of the work.

8.1 **Agreement:**

8.1.1 **Execution of agreement:** The tenderer whose tender has been accepted here in after referred to as the contractor shall produce and appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement in the prescribed for within a fortnight of the date of communication of the acceptance of his tender by competent authority failure to do so will result in the earnest money being forfeited to Board and tender being cancelled.

8.1.2 a) The contractor shall employ the following Technical staff during the execution of work:

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

Provided that:

- i) An Engineer or sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs.50 lakhs in the case of an Engineer and Rs.- 5 lakhs in the case of a Sub-Engineer.
- ii) It is not necessary for the contractor partner in case of firm company who is himself an Engineer/Sub Engineer to employ another Engineer/Sub-Engineer for the supervision of work.
- iii) The retired Assistant Engineer who is holding a Diploma may be treated at per with a Graduate for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the Board a sum of Rs.10000/- (Ten thousand only) for each month of default in the case of Graduate Engineer and Rs. 500/- (five hundred only) for each month of default in the case of

diploma holder Sub-Engineer.

8.2 Conditions applicable for contract: All the conditions of the tender notice will be binding on the contractor in addition on the conditions or the contract in the prescribed form:

8.3 **Testing of samples:**

The rates offered shall include elements of testing of samples of various materials brought by the contractor for use of the work and their tests for complete items of work as prescribed in the specification frequency of each such tests to be carried out must not be less than the prescribed frequency. Copy of registers containing record of tests shall have to be presented along with running account bill. The original registers shall have to be submitted along with final bill. Test shall have to be conducted by the contractor's Engineers under the supervision of Engineer-in-charge or his authorized representative. Failure to conduct any of the tests or any shortfall in the specified frequency would invite the following courses of action:

- i) The Engineer-in-Charge may reject the work, but in case, he is of the opinion that the work can be accepted despite the aforesaid shortcomings. Then he must inform the Dy. Housing Commissioner for the time being.
- ii) After issue of the communication, referred to in sub-para (I) above, the Engineer-in-Charge may accept the work subject to recovery of charges for such of the tests as were not carried out at the rate of Rs. 150/- (Rs. One hundred fifty) only per default.

8.4 **Construction Equipments:**

The methodology and equipment's to be used on the project shall be furnished by the contractor to the Engineer-in-Charge well in advance commencement of work and approval of the Engineer in-charge be obtained prior to its adoption or use. The Contractor shall give the return of the equipment's for establishing its capability to achieve the laid down specifications and to clearance to the satisfaction of the Engineer-in-charge before commencement of the work if so desired by the Engineer-in-charge. All equipment's provided shall be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer-in-charge. No equipment or operative personal will be removed from the site without the permission of the Engineer-in-charge.

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

Annexure 'A'	Model Rules relating to labour, water supply etc.
Annexure 'B'	Contractor's labour regulations.
Annexure 'C'	Source of materials (not applicable for building works)
Annexure 'D'	Form of Income tax clearance certificate (Applicable to works costing more than Rs. 2.00 lakhs)
Annexure 'E'	Brief specifications.
Annexure 'F'	Schedule of items.
Annexure 'G'	Form of Bank Guarantee

ANNEXURE - "A"

MODEL RULES RELATING TO LABOUR, TO WATER SUPPLY AND SANITATION IN LABOUR CAMPS

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. 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 huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
3. Hutting: The huts to be built of local materials. Each hut should provide at least 20 sq. meters of living space.
4. Sanitary facilities: Latrine and urinals shall be provided at least 15 meters away from the nearest quarters separately for men and women and specially so marked on the following scale.
5. Latrine: pit provided at the rate of 10 users or two families per seat, separate urinals as required as the privy can also be used for this purpose.
6. Drinking water: Adequate arrangements shall be made for the supply of drinking Water. If practicable filtered and chlorinated supplies shall be arranged when supply is from intermittent sources over head storage tank shall be provided with a capacity of five liters a person per day. Where the supply is to be made from a well it shall conform to the sanitary standard laid down in the report of the rural sanitation committee. The well should be at least 30 meters away from any latrine or other source of pollution. If possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and the quality of the water should be tested at the public Health Institution between each work of disinfecting.
7. Bathing and washing: Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. meters for washing and bathing. Proper drainage for the wastewater should be provided.
8. Waste disposal: Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with cover. The contents shall be removed everyday and disposed off by trenching.

9. **Medical facilities:**

- (A) Every camp where 1000 or more persons reside shall be provided with whole time doctor and dispensary: If there are woman in the camp a whole time nurse shall be employed.
- (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with a dispensary and a part time nurse midwife.
- (C) If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons, trained in first aid.

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

Sanitary staff: For each labour camp, there should be qualified sanitary inspector and sweepers should be provided in the following scales:

- i). For camps with strength over 200 but not exceeding 500 persons one sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- ii). For 9amps with a strength over 500 persons one sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.

All the amendments and circulars of Chhattisgarh Housing Board up to the tender notice will be binding on contractors in addition to the condition of the contract in the prescribed form.

ANNEXURE - 'B'

Contractor's Labour Regulations

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

Explanation:

- (a) "Fair wages" means wages whether for time or place work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the Public Works 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 or the performance of his contract the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer shall have the right to deduct from the money due to the contractor any sum required estimated to be required for making good the loss suffered by workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of regulation.
- (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 part of this contract and any breach there of shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the contract (Regulation and Abolition) Act 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 panel provisions of this contract arising out of the resulted non-execution of the work assigned to the contractor.

ANNEXURE - 'C'

Statement Showing the Lead of Materials

S.No.	Description	Lead
1	
2	
3	
4	
5	

Note: This statement is only for guidance of the contractor. The tenderer should satisfy himself regarding the availability of the required quality and quantity of materials.

ANNEXURE - 'D'

Form certificate of income tax to be submitted by contractor tendering for works costing Rs 200 lacs or more

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

Dated

Signature of ITO
Circle / Ward/ District

To,

The Executive Engineer
Chhattisgarh Housing Board
CPD-1 Nava Raipur, Atal Nagar(C.G.)

Sub:- Regarding Income Tax Clearance Certificate.

Dear Sir,

As required under clause 3.8 of NIT we enclose here with Income Tax Clearance Certificate for the Year.....As required under clause 3.8 of NIT Income Tax Clearance Certificate is required to be attached to the tender for the works of attached with the offer said tender:-

Certificate

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

Signature of Contractor

Name of Contractor

Class:-

Enclosure :-

Brief Specification

Name of Work: Comprehensive Annual Maintenance Of Lift In Various Division Of CGHB Colonies In Raipur District (C.G.).

Note :

- (A) The works have to be executed as per Guidelines attached herewith and the work to be carried out as per the Technical Guidelines/Specifications of CGPWD CSR Nomenclature And accordance with prevailing CPWD Specifications Volume-I & II. In case of any ambiguity in Technical aspects of work, The work will be carried out as per the direction of Engineer in charge.
- (B) Unless otherwise specified in Tender document the word CSR means CSR of CGPWD 2015 for Building, Road & Electrical works. According to which the items mentioned in tender schedule has to be carried out.

ANNEXURE – 'F'

Schedule of items to be executed

S. No. Particulars of items Unit

Schedule of item Attached

Executive Engineer

ANNEXURE – 'G'
GUARANTEE BOND

(To be used by approved scheduled banks)

1. In consideration of the C.G. Housing Board hereinafter called the Board having agreed to exempt (hereinafter called the said contractors) from the demand under the terms and conditions of an agreement datedmade betweenandfor(here 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 agreement on production of a Bank guarantee for Rs (Rupees only) We Bank Limited (herein after referred to as "The Bank") do hereby undertake to pay to the Board an amount not exceeding Rsagainst any loss or damage caused to or suffered or would be caused to or suffered by the Board by the reason of any breach by the said contractor (s) of any terms of condition contained in the said agreement.

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

3. We Bank limited further agree that of the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of Board under or by virtue of said agreement have been fully paid and its claims satisfied or till Executive Engineer C.G. housing Board. Dy. certifies that the terms of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the We shall be discharged from all liability under this guarantee thereafter.

4. WeBank limited, further agree with the Board that the Board shall have the foulest liberty without our consent and without effecting in any manner our obligation hereunder or vary any of the terms and conditions of the said agreement or to extent time performance by the said contractor (s) from time to time or postpone for any time of from time to time any of the powers excisable by the Board against

the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act or commission on the part of the Board or any indulgence by the Board of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We Bank limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Datedday of200

.....

For.....Bank limited.

SPECIAL_CONDITION:-

1. The Materials Of The Construction Shall be got tested by the contractor as per specified test in relevant ISI codes under mandatory tests (as per list enclosed annexure- II, V) and frequency of testing the frequency of the test shall be governed as specified therein. These tests shall have to be invariably carried out by contractor as his cost in under guidance of Engineer- in charge.
2. The machinery normally required for different types of work is specified in Annexure- HB- Use of specified machinery and plant shall be compulsory for the work the machinery in good working condition shall have to be possessed onj arranged by the contractor. No Nextra payment shall be admissible therein therein is payable for use of machinery
3. Steel centering and shuttering materials for building and bridge works shall have to be used on the work: the quality of centerring and shuttering shall be approved by the Engineer- in- charge. The contractor shall have to ensure agreement of minimum number of says required for staging and shuttering as required for works and as directed by Engineer-in-charge.
4. Watering and Curing.
Pumps in good working condition wth heards for curing purposes of the work shall haveto be installed as per directions of the Engineer-in-charge if work to ensure continuous curing required for the works.

FOR BUILDING WORKS.

1. Rates include the cement of testing of samples of various materials brought by the contractor to use in the work as per list of mandatory tests attached here with frequency of such tests to be carried out shall not be less than the prescrined frequency. Contractor shall also hhave to establish a field laboratory ay site to be approved by the Engineer- in- charge. The list of the Equipment and Instrument for field testing laboratory is attached in Annexure- HC and HD respectively. 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 test shall be maintained in a duplicate register at site of work. Duplicate copies of such tests shall be subitted along with the final bill. Failure to conduct any of the test or not upto 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 shortcoming then he may do so subject to a recovery of Rs. 150.00 for each default and simultaneously inform the Dy. Housing cmmissioner. 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 lacs.)

As duplicate register as per format here with shall be maintained at site of work. extract certified copies of the entries for each month shall be submitted to be 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.	Date 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	Result of test for initial and final setting time	Result of tests for Compressive strength of cement	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

When the strength of concrete required is upto M-30, 43 grade OPC conforming to IS= 8112- 1989 or 43 grade PPC conforming to IS 1489 Part- I shall be used 1989 Part- I shall be used.

Nominal Mix would be adopted for cement concrete M- 75, M-10, M- 15 and M-20 Design mix shall have to be adopted for concrete of higher strengths.

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

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

Executive Engineer
Chhattisgarh Housing Board
Cpd-1 Nava Raipur Atal Nagar(C.G.)

LIST OF MANDATORY TEST

ANNEXURE - HA

Material	Test	Relevant IS Code of testing	Field/ Laboratory test	Minimum quantity of material/ work for carrying out test	Frequency of testing.
Sand	a. Site Content b. Particle size distribution c. Bulking of sand	IS: 2389 Part-I -----do----- IS: 2386 Part-III	Field	20 Cum.	Every.20 cum or part thereof or more frequently as decided by the Engineer-in-charge
Stone	a. Percentage of soft or deleterious material	IS: 2386 Part-II	Generally Msual inspection laboratory test where required by the Engineer-in-charge	0.00cum	a. as required by Engineer-in-charge.
	b. particle size distribution	IS: 2386 Part-I	Field	45.00 cum	b. for every 45 cum. or part thereof as decided by the Engineer-in-charge
	c. 10% fine value	IS: 2386 Part-IV	Laboratory	45.00 cum	c. Initial test and subsequent test as and when required by Engineer-in-charge
	d. Aggregate impact value or los Angeles Abrasion value	-----do-----	-----do-----	-----do----- -	As above.
Cement Concrete or reinforced cement concrete (not) leaner then M- 15	Slump test	IS: 119	Field	15 cum	15 cum or Part thereof or more frequently required be Engineer-in-charge
Reinforced cement concretere	Cube strength	IS: 456	Field	As per Annexure- C enclosed	
steel (if arranged by the contractor	a. testing Strength b. Bend test	IS			torme or part fhereof confirming to IS: 1786-1985

Cement (If arranged by contractor)	a. Test for initial and final setting times.	IS: 4031	Field	10 tonne	IS: 4031-1988
	b. Test for determination of compressive strength of cement	IS: 4031	Field	10 Tonne	-----do-----
Bricks	Testing for Bricks a) Dimesions	IS: 1077	Laboratory	BK Design 100 50000	for Every 1,00,000.00 bricks or part thereof
	b) Water absorption and coolresence	IS: 3495	Laboratory	100 50000	
	c) Compressive Strength		Laboratory	75 500 10000 35	-----do-----
Bricks Tiles	a. Compressive strength and dimensions	IS: 3495	Laboratory	50,000.00	for every 50,000 or part threof.
	b. Water absorption	-----do-----	Laboratory		one test for source of manufacture
Marble	a. Moisture absorption b. Mhors Scale hardness test	IS: 1130	Laboratory	Cost of Marble work Rs. 10,000.00	Rs. 10,000.00 or part thereof if required by Engineer-in-charge
Timber	a. Moisture contents	IS: 11215	(by moisture meter fiesd/laboratory test in case of dispute as required bt Engineer-in-charge	1 cum	Every one cum or part thereof
Fiush door	1. Emersion Test 2. Knife test 3. Adhesion	IS : 2191 and 2021	Laboratory		for testing of shutters discrection of Engineer-in-charge may be adopted however a certificate from the manufacture may be be taken for the quality of the product required necessare testing may be done as per 1 code

Aluminium door or windows fittings	Thickness of anodic coating	IS: 19418	Laboratory	If the cost of fittings exceeds Rs. 3,000.00	Rs. 5,000.00 a part there required by the Engineer-in-charge
Moritc locks	Testing of spring		-----do-----	50 Nos.	100 or par therof
Terrozo tiles	1. Transverse strength 2. Water absorption 3. Abtasion test	IS: 1237	Laboratory	2000 Tiles	2000 tiles or par thereof.
White glazed	1. Water absorption 2. Crazing test 3. Impact strength test		Laboratory	3000Nos.	Or part thereof

In case of macadam work wet mixed with hot laid works add the following:

1. Hot Mix plant and pavement finisher with equipemt as per clause 504,3,4 and 504,305 of Most specification needed.
2. Road rollers of required capacity
3. Tar boulder with pneumatic sprayers etc.
4. Dumpers or Carries etc.
5. Field test equipments for testing of asphalied mix. Bituminous content. Thermometers for recording and checking temperature etc.
6. Other equipment as needed for this work as per specification.

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LIST OF EQUIPMENTS FOR FIELD TESTING LABORATORY

A. For Building Works.

1. Balance-
 - i. 7 Kg to 10 Kg. Capacity, Semi Self Indicating type- Accuracy to 10 gm.
 - ii. 500Gm capacity semi self indicating type- Accuracy 1 gm.
 - iii. Pan Balance 5 Kg Capacity Accuracy 1 gm.
2. Ovens Electrically operated thermostatically controlled up to 100 Deg. C- Sensitizing Loc.
3. Sieves. as per IS: 460-1962
 - i. IS Sieves - 450 mm internal dia of sizes 100 mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 2.5mm, 10mm, 6.33mm, 4.75mm, complete with lid and pan.
 - ii. IS Sieve- 200mm, internal dia (brass frame) on consisting of 2.36 mm, 1.18mm, 500 microns, 425microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
 - iii. Sieves. as per IS: 460-1962
4. Sieve shaker capable of 200 mm and 300 dia sieve, manually operated with timing switch assemble
5. Equipment for slump test- slump test- slump code, steel plate tamping rod, steel scale, scoop.
6. Dial gauge 25 mm travel- 0.01 mm/ divisional cast count- 2 nos.
7. 100 tones compression testing machine, electrically- cum- manually operated.
8. Graduated measuring cylinders 200 ml capacity - 3 Nos.
9. Enamel trays (for efflorescence test for bricks)-
 - i. 300 mm x 250mm x 40mm - 2Nos.
 - ii. Circular Plates of 250 mm dia - 4 Nos.

B. For Road Works. :-

1. Balance-
 - i. 7 Kg to 10 Kg. Capacity, Semi Self Indicating type- Accuracy to 10 gm.
 - ii. 500Gm capacity semi self indicating type- Accuracy 1 gm.
 - iii. Pan Balance 5 Kg Capacity Accuracy 1 gm.
 - iv. Pan Balance- 5 Kg Capacity with 10 Accuracy
 - v. Platform Scale - 300 Kg. Capacity.

2. Ovens Electrically operated thermostatically controlled-
 - i upto 200 Deg. C for determination of loss heating of bitumen.
3. Sives : as per IS : 460- 1962
 - i. IS Sives - 450mm internal dia of sizes 100 mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm 10mm, 6.3mm, 1.75mm complete with lid and pan.
 - ii. IS Sieve - 200mm, internal dia (brass frame) on consistring of 2.36 mm, 1.18mm, 600microns, 425 microns, 306 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.
4. Sieve shaker capable of 200mm and 300 mm dia sieves, electrically operated with timer.
5. Dial guage-
 - i. 25 mm travel - 0.01 mm/ division.
6. Land frame- 5 tones capacity electrically operated with speed control.
7. Aggregate impact test apparatus as per IS 2386 Part - IV, 1963.
8. Compaction apparatus (Proctor) as per IS 2720- Part - III - 1974.
9. Modified ASHO comaction apparatus as per IS 2720- Part - III - 1974.
10. Sand Pouring Cylinder with control funned and tube complete as per is 2720 Part- XXVII - 1974.
11. Sampling Tins with rods 100mm dia x 50mm bt 1/2 kg. capacity and miscellaneus items like moisture tine etc.
12. Constant temperature bath for accommodating bitumen test. Specimen electrically
13. Penetrometer with automatic time controller and with adjustable weight accessories and needless as per IS 1203- 1958.
14. Oxhlet extraction apparatus complete with extraction thimbles. etc.
15. Laboratory mixer about 0.02 cum capacity electricity operated with
16. Hubbard Field stability test apparatus complete.
17. Marshall compaction apparatus as per ASMT 1559-62 T and complete with electricity operated leading unit compaction pedestal bearing head assembly dial micrometer and bracket for flow measurement, load transfer bar, specimen mould 94 inch dia with base plate columns mould (4 inch dia) with base plate, collars. speciman extracted compaction hammer 4.53 kg. (10 lb) x 457 mm (18 inch) fall.
18. Distant reading thermometers.
19. Graduated cylinder 100 ml capacity.
20. Enamel Tray

FIELD TESTING INSTRUMENTS.

1. Steel Tapes- 3 m.
2. Vernier Calipers.
3. Micrometer Screw 25mm gauge.
4. A good quality plumb bob.
5. Spirit level minimum 30 cm long with 3 bubbles for horizontal vertical
6. Wire gauge (Circular type) disc.
7. Foot.
8. Long nylon thread
9. Rebound hammer for testing concrete.
10. Dynamic penetrometer.
11. Magnifying glass.
12. Screw driver 30 cms long.
13. Ball Pein hammer 100 gms.
14. Plastic bags for taking samples.
15. Moisture meter for timber.
16. Earth Resistance tests for } Electrical Division
17. Meggar } Electrical Division

The minimum frequency of sampling of concrete of each grade shall be in accordance will the following :-

Quantity of concrete in the work Cum.	Number of samples
1-5	1
6-5	2
16-30	3
31-50	4
51 and above	4 plus one additional sample for each additional 50 cum or part thereof.

Note:-

At least one sample shall be taken from each shift. Where concrete is produced at continuous production unit, such as ready mixed concrete plant, frequency of sampling may be agreed upon mutually by supplier and purchasers.

Commissioner
Chhattisgarh Housing Board
H.O. Nava Raipur(C.G.)

List of Persons Employed by Contractor

The Contractor shall not be permitted to tender for works in the Division/ Circle (responsible for award and execution of contractors) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of superintending Engineer and Assistant Engineer (both inclusive). A list showing the names of the persons who are working with the contractor and are near relative to any gazetted officer in the Department including Secretarial should also be appended to the tender. He should also intimate to the E.E. the names of subsequently employed persons who are near relatives to any gazetted of Department or Divisional Accountant inDivision. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

Additional Conditions Applicable

Action when the contractors become liable for levy penalty:-

Clause - 3:-

- (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.

Penalty rate for Delayed Period levy by the Engineer - In- Charge:-

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

Miscellaneous Conditions:-

7.2 Taxes : The rate quoted by the contractor shall be deemed to be inclusive of all taxes such as levies, duties, royalties, cess, toll, taxes of Central and State Governments including GST (Goods and Service Tax), taxes of local bodies and authorities which 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 law applicable.

All Above taxes will be paid by the contractor and the same will not be separately reimbursed by CGHB during the currency of contract, if any tax is imposed by Central Govt., State Govt. or by local body the same will also not be reimbursed by the board. Similarly even any increase in any taxes will also not be reimbursed by the Chhattisgarh Housing Board.

Additional Performance Security:-

"Additional Performance Security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of Bank Guarantee, issued by approved scheduled bank, for agreed period in favour of the Executive Engineer before signing of the agreement. The same shall be refunded along with the normal S.D. after Completion of work. If the contractor fails to complete the work or left the work incomplete, this Additional Performance Security (APS), shall be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause - 3 of the agreement. In case if tenderer/ contractor refuses to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited."

Executive Engineer,
Chhattisgarh Housing Board
CPD-1 Nava Raipur Atal Nagar

NAME OF WORK

Name of DivisionName of Contractor

.....AGR. No.

No. or Work OrderDue date of Completion

.....Extensions Granted/ Applied up

DETAILED WORK PROGRAMME- Original/ 1st Revision/

.....Revision/

WORK ITEMS

Sr. No.	Items	Unit	Months												Remark Amount per	
			1	2	3	4	5	6	7	8	9	10	11	12		