

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR (C.G.)

TENDER FORM-A



PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

TENDER N.I.T. No. 15522 Date 02-12-2014

Group No. 2

(BASED ON APPLICABLE SCHEDULE OF RATES)

NAME OF WORK:- WHITE WASH, COLOUR WASH & PAINTING WORK

**MANAGING DIRECTOR
C.G. STATE WAREHOUSING CORPORATION
N-3, AVANTI VIHAR, RAIPUR.
Phone Nos: 0771- 4242505, 506
Fax: 0771- 4242555**

CHECK LIST FOR ASSISTANCE TO THE TENDERERS

| <u>Sl. No.</u> | <u>Documents</u> | <u>Mode of Sending</u> | <u>Envelope No.</u> |
|----------------|---|---|---------------------|
| 1 | Earnest Money Deposit a) (Counterfolio of the receipt of EMD along with the UTR No/ Acknowledgement.) [Only through Electronic Clearing System (NEFT / RTGS)] Or | On-Line | A |
| | b) Original FDR / D.D./ | Send by Registered Post/Speed Post or in person | |
| 2 | Appendix - I | | |
| 3 | Documents to be submitted in support of Eligibility [Appendix-I(iii)] | | |
| (a) | Copy of Partnership Deed, Copy of Memorandum and Articles of Association. | Off-Line | B |
| (b) | Power of Attorney. | Off-Line | B |
| (c) | Copies of latest Income Tax Clearance Certificate or Income Tax Returns of last preceeding Years ie 2012-13/ 2013-14. | Off-Line | B |
| (d) | PWD E Registration | Off-Line | B |
| (e) | Bank Solvency Certificate. | Off-Line | B |
| (f) | PAN Copy. | Off-Line | B |
| (g) | Affidavit regarding Relationship & No pending Debarr / Blacklisting of any kind during submission of Tender. [Appendix-I (iv)] | Off-Line | B |
| (h) | Latest Valid VAT/SALE TAX/ Works Contract Registration Certificates | Off-Line | B |
| 4 | Tender Form (Financial Bid) | Off-Line | C |
| 5 | Envelope A, B, and C | Off-Line | D |

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C.G. STATE WAREHOUSING CORPORATION

**TENDER FORM - A FOR WHITE WASH, COLOUR WASH & PAINTING WORK
OF C.G. STATE WAREHOUSING CORPORATION ON PERCENTAGE RATE
TENDER AND CONTRACT FOR WORKS BASED ON APPLICABLE
SCHEDULE OF RATES.**

SECTION – I

PREAMBLE

1.1 INTRODUCTION

- 1.1.1** Chhattisgarh State Warehousing Corporation was established in the year 2002 under Agriculture Produce (Development and Warehousing) Act 1956 with 50% shareholdings of Central Warehousing Corporation and 50% share of State Government. Later on it was repealed by Warehousing Corporation Act 1962.
- 1.1.2** C.G. State Warehousing Corporation is an autonomous body engaged in Scientific storage of agriculture and associated produce in the State.
- 1.1.3 Deleted**
- 1.1.4** The Corporation is engaged in providing Warehousing facilities at 124 Warehousing Centres, owned and operated fully by it throughout the length and breadth of Chhattisgarh State.
- 1.1.5** The Corporation invites Tenders from only approved Registered Contractors of appropriate class of state PWD fulfilling eligibility parameters, at Locations provided before on Percentage Rate and Contract Basis.
- 1.1.6 Deleted**
- 1.1.7** The work is to be carried out on Percentage Rate & Contract Basis i.e. the Percentage of Rates above / below or at par with relevant Schedule of Rates inclusive of amendments and corrections issued up to date of Notice Inviting Tender for the Works as described in detail in the Document.
- 1.1.8** In case of any Queries/Doubts please contact the Head Office of Chhattisgarh State Warehousing Corporation on Telephone Numbers 0771-4242505 or 0771-4242506, FAX No: 0771-4242555 during office Hours or send on your queries on e-mail ID mdcgswc@gmail.com for any clarification of doubts.

**MANAGING DIRECTOR
C.G. State Warehousing Corporation**

CHHATTISGARH STATE WAREHOUSING CORPORATION

SECTION – II

FORM - A

[PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS]

(BASED ON APPLICABLE SCHEDULE OF RATES)

2.1 GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR:-

Tenders must be invited for all works proposed to be given on Contract unless the amount of work proposed to be given on Contract is Rs. 50,000 - or less. The N.I.T. shall be posted in public place signed by the Authority Inviting the Tenders.

2.1.1 N.I.T. will state the work to be carried out as the date for submitting and opening Tenders and the time allowed for carrying out the work. Also the amount of Earnest Money to be deposited with the Tenders and the amount of the Security Deposit to be deposited by the Successful Tenderer and the percentage, if any, to be deducted from Bills will also be stated. It will also state whether a refund of quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items and rates of the various description of work and any other Documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the Contractor at the Office of the Authority selling the Tender forms, during Office hours.

2.1.2 Further that the schedule of items along with the rates payable shall be attached to the Tender Documents and in the event of variation in Rates given in such list with the Schedule of Rates and Rates given in the Schedule of Rates of the Public Works Department adopted by the Corporation shall prevail.

2.1.3. In the event of the Tender being submitted by a Firm, it must be signed separately by each member thereof and in the event of the absence of any partner, it must be signed on its behalf by a person holding a Power of Attorney authorizing him to do so. Such power of attorney should be produced with the Tender and it must be disclosed that the Firm is duly registered under Indian Partnership Act.

2.1.4. Any person who submits a Tender shall fill up Percentage Above or Below the Schedule of Rates, he is willing to undertake the work. Only One Rate of Percentage Above or Below the Schedule of Rates on all the Schedule Items shall be named. Tenderer which propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the

work or which contain any other condition of any sort, will be liable for 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.

- 2.1.5. The Authority receiving the Tenders or his duly Authorized Committee, will open Tenders in the presence of any intending Contractors who may be present at the time and will enter the amount of the several Tenderers in a comparative statements in a suitable form. Receipts for Earnest Money will be given to all Tenderers except whose Tenders are rejected and whose Earnest Money is refunded after the Tenders are opened.
- 2.1.6. The Officers competent to dispose Off the Tenders shall have right of rejecting all or any of the Tenders.
- 2.1.7. Deleted
- 2.1.8 TECHNICAL CONSULTANT: Deleted .
- 2.1.9 **"Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR, in favour of the MANAGING DIRECTOR before signing the agreement. The same shall be refunded along with the normal S.D. after completion of the work, if the contractor fails to complete the work or left the work incomplete, this Additional performance security (APS), shall be taken in accordance with clause 3 of the agreement. In case the 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."**

MANAGING DIRECTOR

C.G. State Warehousing Corporation

C.G. STATE WAREHOUSING CORPORATION

SECTION – III

INVITATION OF TENDER

3.1 Chhattisgarh State Warehousing Corporation invites Tenders through from the reputed Contractors for the White Wash, Colour Wash & Painting Work at specified locations of C.G. State Warehousing Corporation on Percent Rate Tender and Contract for Works based on Applicable Schedule of Rates as per the details provided in the Bid Document.

3.1.1 Only approved Registered Contractors from appropriate class of State PWD who wish to participate should qualify all of the following eligibility parameters, as given in the Tender Document.

3.2 Procedure of Bid Evaluation:-

3.2.1 The Bidding Contractors shall submit their Bid as per the Terms & Conditions given in this Document .

3.2 The work of White Wash, Colour Wash & Painting Work as detailed in this Tender shall be carried out in accordance with the specifications provided in this Tender Document

3.3 Bid shall remain valid for a period of 120 days from the last date of Tender submission and the Corporation may extend the period of its validity for an additional specified period prior to the expiry of the original validity period which shall be in writing from the Corporation and the Bidder can accept or reject the Corporations offer in writing. The refusal of the Bidder to extend the validity period will not entail forfeiture of it's EMD.

3.4 Execution of Contract Agreement:

The Successful Tenderer shall ensure to enter into a formal agreement with the C.G. State Warehousing Corporation within 15 days of issue of Letter of Award in the prescribed format given in document, on Non-judicial Stamp Paper of appropriate value.

3.5 **Offers, which are not made on Percentage Rates & Contract Basis, shall be treated as incomplete / invalid.**

3.6 C.G. State Warehousing Corporation reserves the rights to get verify the credentials and the Documents submitted Offline by the Tenderers along with the Tender before issue of Work Order. The Corporation also reserves the right to obtain any additional information or Documents if required before finalization of Bids.

3.7 **Quoting of Rates in Financial Bids:** The Tenderer should quote rates including all Taxes, Duties, Cess etc including the Service Tax if applicable.

3.8 **Service Tax :** The Service Tax has to be paid by the Contractor as per the latest Service Tax Laws governing the period.

3.9 The Contractor has to fully abide by all the instructions given in the Tender Documents. The violations so done by the Contractor will be dealt strictly and will be penalized by the Corporation.

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- 3.10** The modifications done in the Tender Documents, including rectification of Clerical Errors will be a part of the Tender Documents and has to be fully abide by the Contractor.
- 3.11** Intimation of the Corrections / Modifications will not be conveyed Individually, but will be portrayed in the Website eventually.

MANAGING DIRECTOR

C.G. State Warehousing Corporation

C.G. STATE WAREHOUSING CORPORATION

SECTION – IV

INSTRUCTIONS TO THE BIDDER

4.1 OBJECTIVE

Objective of the Bidding process is to select one or more Bidder(s) who would complete the project with desired Technical Specifications and within the time frame as detailed in the Bid Document.

4.2 SCOPE OF BID

Bids are invited from reputed Registered Contractors of PWD for **WHITE** Wash, Colour Wash & Painting Work of C.G. State Warehousing Corporation at selected places on Percentage Rate & Contract for Works Based on Applicable schedule of Rates including Three Years Performance Guarantee.

4.3 ELIGIBLE BIDDERS

This Invitation for Bid is open to all the Bidders who fulfill all the down mentioned criteria.

- (1) The Bidder should have a valid Registration Certificate of PWD in appropriate class as per PWD manual.
- (2) If registered in PWD on the Revenue Solvency, then Bidder has to furnish the valid Revenue Solvency duly issued by the Competent Authority of the requisite amount of that class of Registration which he holds.
- (3) The Bidder should have valid Commercial Tax Registration Certificate.
- (4) The Bidder has to furnish Bank Solvency in requisite form issued not more than Twelve Months old by any Nationalised Bank of requisite amount (minimum 15% of Tender Cost) as given in Table No-1. The Tenderers opting for multiple Locations should submit the Bank Solvency in multiples of the same proportion as per the values given in the Table.
- (5) The Bidder should have valid PAN Card.
- (a) One works each costing not less than 50 % of the Estimated Cost.

The Work value have to commensurate in the same proportion for every additional location selected. The fulfillment of Work value in the above proportion is utmost essential for each and every location for Technical qualification in the proposed Tender Enquiry. Non fulfillment of Work value for the location in consideration will lead to Technical disqualification and the Financial Bid will not be opened subsequently.

- (6) The latest Income Tax Clearance Certificate issued by the Income Tax Authority, not later than 12 Months Old or Certified Copies of Income Tax Returns for the preceding years ie., 2012-13/ 2013-14.

4.4 THE TENDERER HAS TO SUBMIT FOLLOWING DOCUMENTS IN TECHNICAL BID IN SUPPORT OF HIS ELIGIBILITY.

- (1) PWD Registration Details / If registered in PWD on Revenue Solvency basis, document showing Validity.
- (2) Name of Firm with Constitution details/Partnership Deed.
- (3) P. A. N. Copy.
- (4) Commercial Tax Registration Certificate.
- (5) Bank Solvency Certificate.
- (6) Affidavit Regarding Relationship, No Pending Debar / Black Listing of any kind in any Department during the submission of Tender.
- (7) Income Tax Return.
- (8) Latest Valid VAT/SALE TAX/ Works Contract Registration Certificates

4.5 SIGNING OF THE BID

- 4.5.A If the Bidder is a proprietorship concern the proprietor shall sign the Bid.
- 4.5.B If the Bidder is a Company or a Partnership Firm a duly authorised person holding a proper Notarized Power of Attorney and Digital certificate shall sign the Bid.
- 4.5.C In the event of Tenders being submitted by a Partnership / Private Ltd of the Construction Firm, it must carry the signatures of appropriate Authority.

4.6 COST OF BIDDING

The Bidder shall bear all cost(s) associated with the preparation and submission of its Bid and the Corporation will in No case be responsible or liable for such cost, regardless of the Contract or outcome of the Bidding process. The Tenderer should also bear Rs 1000/ Non-refundable as the Cost of Tender Document.

4.7 AUTHORITY

The Managing Director of the Corporation has the full authority to accept or cancel the Tender process without giving any reasons for the same. Additional information can also be called for verification by virtue of the Discretionary Powers vested with the Managing Director.

4.8 Other Important Instructions

4.8.1 Deleted

4.8.2 Modification of the Tender Document is not permissible and Tenderers shall not put any Condition. The Conditional Tender shall be rejected outrightly.

4.8.3. It must be clearly understood that the prices quoted in the Tender have to include all Taxes & Duties, Service Tax etc, for everything required to be done as detailed in the Tender Documents.

4.8.4. Tenderers shall make their own arrangement for obtaining the required quantity of all type of materials i.e building materials required for the works. C.G. State Warehousing Corporation shall not supply or provide any of such material in any condition.

- 4.8.5** Time is the essence of the Contract and Tenderers are required to complete the White Wash, Colour Wash & Painting Work or other Tendered Works as per the duration provided in Table No: 01 , including Rainy Season according to the quantum of Work from the reckoned date of written Order to commence the work.
- 4.8.6** The Contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of White Wash, Colour Wash & Painting Work , the Contract shall be deemed to have been entered into at Raipur within the Civil jurisdiction of Raipur.
- 4.8.7** Deleted
- 4.8.8** Deleted
- 4.8.9** Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Contractor who resorts to canvassing in any form shall be liable to rejection and the Contractor may even be forbidden from future Tendering for the C.G State Warehousing Corporation works through appropriate action.
- 4.8.10** Managing Director, C.G. State Warehousing Corporation has got the full authority to verify the original submitted Offline Documents.

MANAGING DIRECTOR

C.G. State Warehousing Corporation

C.G. STATE WAREHOUSING CORPORATION

SECTION – V

GENERAL CONDITONS OF CONTRACT

5.1 DEFINITIONS AND INTERPRETATIONS

In this Contract (as herein after defined), the following words and expressions shall have the meaning hereby assigned to them unless the Contract ascribes a different meaning.

- 5.1.1 SUB-ENGINEER** shall mean the sub Engineer of the Corporation who will Supervise, Record Measurement, Prepare Bills of all works as directed by Engineer-in-Charge.
- 5.1.2 ENGINEER/ASSISTANT ENGINEER** shall mean the Assistant Engineer of the Corporation who will supervise and be in charge for the execution and Management of the work. He shall be Engineer-in-Charge of all works in his jurisdiction.
- 5.1.3 EXECUTIVE ENGINEER** shall mean the Executive Engineer of the Corporation who will be in charge for the execution and Management of the work.
- 5.1.4 "CONSTRUCTION SUB COMMITTEE"** shall mean the committee constituted by the Board of Directors / Managing Director from time to time for the purpose of all matters related to Construction Work of the Corporation.
- 5.1.5 "CONTRACT"** shall mean the Documents forming the Tender and acceptance there of and the formal Contract for work executed between the Corporation and Contractor, together with the Documents referred to herein, including the conditions the specification, designs, drawings and instructions issued from time to time by the Managing Director / Executive Engineer / Assistant Engineer of the Corporation and all those Documents taken together shall be deemed to form One Contract and shall be complimentary to One another.
- 5.1.6 "CONTRACTOR"** shall mean the individual or Firm or Company whether incorporated or not, undertaking the works and shall include the legal personnel of such individual or the person composing such Firm or company or the successor of such Firm or Company.
- 5.1.7 "CORPORATION"** shall mean the Chhattisgarh State Warehousing Corporation, a statutory Corporation constituted and incorporated under the law and governed by the Warehousing Act. 1962 (Act No. 58 of 1962) having its Head Office at N-3, Avanti Vihar Raipur
- 5.1.8 "EXECUTIVE COMMITTEE"** shall mean the Committee of Directors constituted by the Board of Directors of the Corporation.

5.1.9 "MANAGING DIRECTOR" shall mean the Managing Director of the Corporation or other Officer who shall for the time being the Principal Executive Head of the Corporation.

5.1.10 "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.

5.1.11 The expressing "**WORKS**" or **WORK** shall, unless thereby mean something either in the subject or context repugnant to such construction, be construed and that to mean the works or by virtue of the Contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

5.1.12 "CHIEF ENGINEER" Chief Engineer of the C.G. Public Works Department (as authorized by Engineer-in-Chief C.G. Public Works Department for a particular case.

5.1.13 "REGIONAL MANAGER" shall mean the Regional Managers of the region of the Corporation.

5.1.14 MANAGER (COMMERCIAL) shall mean the Manager (Commercial) of the C.G. State Warehousing Corporation

5.1.15 "WORDS" imparting the singular number include plural number and vice versa.

5.2 THE HEADING OF THE VARIOUS CLAUSES CONTAINED IN THIS AGREEMENT ARE MERELY FOR CONVENIENCE AND SHALL NOT OVER RIDE THE EXPRESS LANGUAGE OR THE CLAUSES.

THE VARIOUS CLAUSES APPLICABLE IN THIS TENDER ENQUIRY ARE GIVEN AS UNDER:

5.2.1 - CLAUSE-1

SECURITY DEPOSIT

The person whose Tender may be accepted (hereinafter called the Contractors, which expression shall, unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit the Corporation at the time of making any payments to him for the value of work done under the Contract to deduct the Security Deposit as under:-

The Security Deposit to be taken for due performance of the Contract under the Terms and Conditions of the Tender Documents will be the Earnest Money plus a deduction of 5 percent from the payment made in the running Bills till the two together amounts to 5 percent of the cost of work put to the Tender or when 5 percent of the cost of the works executed

from the same exceeds the cost of work put to Tender and Security Deposit may be refunded to the Contractor as per Clause No-19.

5.2.2 CLAUSE-2

COMPENSATION FOR DELAY

(a) FOR WORKS WHICH THE COMPLETION PERIOD IS UP TO 6 MONTHS:-

The time allowed for carrying out the work, as entered in the Tender form, shall be strictly observed by the Contractor and shall be deemed to be the essence of the Contract and shall be reckoned from the Fifteenth day after the date on which the order to commence the work is issued to the Contractor, for a work where completion is up to 6 months.

(b) FOR WORKS WHICH THE COMPLETION PERIOD IS BEYOND 6 MONTHS:-

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the Contractor. The works shall through the stipulated period of the Contract be proceeded with all due diligence, keeping in view that time is the essence of the Contract.

The Contractor shall be bound in all cases, in which the time allowed for any work exceeds One Month, to complete 1/8th of whole work before 1/4th of the whole time allowed under the Contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed, In the event of the Contractor failing to comply with the above conditions, the Executive Engineer / Assistant Engineer shall levy on the Contractor, as compensation and amount equal to:

- (1) 1/2 percent of the value of work per week in respect of work costing up to 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/- to 5,00,000/-
 - (3) 1/4 percent of the value of work per week in respect of work costing above Rs. 5,00,000/- to 10,00,000/-
 - (4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000/- to 25,00,000/-
 - (5) 1/16 percent of the value of work per week in respect of work costing above Rs. 25,00,000/- and above.
- (a) The delay in departmental assistance ingrained in the Contract will be taken duly into account while recovering compensation for the delay in the scales prescribed above. Where the Executive Engineer / Managing Director decides that the Contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and

shall be refunded if the Contractor subsequently makes up the progress for the lost time, within the period of Contract including extension granted, if any.

- (b) If the delay period is more than Three Months and reason's are directly attributed to Contractor in such case the Business Loss may also be recovered from the Contractor @ full Capacity Rent per MT per Month of the concerned Godown applicable from time to time by the Corporation.

5.2.3 CLAUSE - 3

ACTION WHEN THE WORK IS LEFT INCOMPLETE, ABANDONED OR DELAYED BEYOND THE TIME LIMIT PERMITTED BY THE EXECUTIVE ENGINEER / ENGINEER-IN-CHARGE

The Managing Director / Executive Engineer may terminate the Contract on the recommendation of Engineer-in-Charge if the Contractor causes a Fundamental Breach of the Contract.

Fundamental Breach of Contract shall include, but not be limited to, the following:-

- (a) The Contractor stops work for Four Weeks, when No stoppage of work is shown on the current programme or the stoppage has not been authorized by the Executive Engineer / Engineer-in-Charge.
- (b) The Executive Engineer / Engineer-in-Charge gives Notice that failure to correct a particular defect is a fundamental Breach of Contract and the Contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said Notice.
- (c) The Contractor has delayed the completion of work by the number of weeks [12 (Twelve) Weeks] for which the maximum amount of compensation of 6% of Contract sum is exhausted.
- (d) If the Contractor has not completed at least, Thirty percent of the value of construction work required to be completed in half of the completion period (including validly extended period if any).
- (e) If the Contractor fails to appoint an Engineer and if appointed does not function properly for 4 Weeks even after due written Notice by the Executive Engineer.
- (f) If he violates labour laws existing during the period of Contract.
- (g) Any other deficiency which goes to the root of the Contract Performance.
- (h) If the Contract is terminated, the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

- (i) The Executive Engineer / Engineer-in-Charge shall cause recording and checking of measurements of items of work done (taking in to account quality and quantity of items actually executed) and prepare the final Bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due Notice regarding time and date of recording measurement and directing the Contractor to either remain present himself or his authorized representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his part either to attend and or refusing to acknowledge the measurement so recorded in the Department Measurement Book, shall be at his sole risk and responsibility.
- (j) In addition to the provisions contained in Clause 2 above the Executive Engineer shall forfeit the Earnest Money and or Security Deposit and further recover / deduct / adjust a compensation of the balance value of work left incomplete either from the Bill and or from available Security / Performance Guarantee or shall be recovered as " Arrears of Land Revenue"
- (k) In addition to the above the Corporation has the liberty to get the uncompleted works done through "Risk and Cost" and the difference amount shall be beared by the Contractor in Addition to the other penalties.

5.2.4 CLAUSE-4

POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF MATERIALS, TOOLS AND PLANTS OR SALE OF CONTRACTOR'S PLANTS ETC.

In any case in which any of the power conferred upon the Executive Engineer / Assistant Engineer by Clause-3 here of 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 here of and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any Clause or Clauses here of is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the Contractor for the past and future compensation shall remain unaffected. In the event of the Assistant Engineer putting in force either of the power (a), (b) or (c) vested in him under the preceding clause may, if so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the Site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the Contract rates, or in case of these not being applicable, at Current Market Rates, to be certified by Assistant Engineer whose Certificate there of shall be final, otherwise the Assistant Engineer may, by Notice in writing to the Contractor or his Clerk of the works, foreman or other authorized agent require him, to remove such tools, plant, materials or stores from the premises (within a time to be specified in such Notice) and in event of the Contractor failing to comply with any such requisition, the Assistant Engineer may remove them at the Contractor and at his risk in all respects and the Certificate of the

Assistant Engineer as to the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

5.2.5 CLAUSE-5

EXTENSION OF TIME

If the Contractor shall desire an extension of 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 Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Executive Engineer with whom he has signed the Agreement shall, if in his opinion (which shall be final) reasonable grounds are shown with or without imposing penalty therefore, may authorize such extension for a period Not exceeding 3 months. Any further extension shall be subject to previous sanction of the Managing Director of the Corporation (grounds to be shown therefore) provided always where the Executive Engineer has recommended the grant of the extension / permitted the Contractor to carry out the work reserving the right of the Corporation to impose the liquidated damages (as provided for under the Agreement / Clause No 2) the Running Bills shall continue 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 the final decision.

5.2.6 CLAUSE-6

FINAL CERTIFICATE

On completion of the work, the Contractor shall be furnished with a Certificate by the Executive Engineer on recommendation of Assistant Engineer of such completion in the form appended at the end in Section- 8, but No such Certificate shall be given or 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 parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Assistant 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 scaffoldings, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Executive Engineer / Assistant Engineer, at the expenses 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 realized by the sale thereof.

5.2.7 CLAUSE-7

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES

No payment shall ordinarily be made for works estimated to cost less than Rs. 10000/- (Rs. Ten 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 work estimated to cost more than Rupees Ten Thousand the Contractor shall, on submitting the Bills therefore, be entitled to receive a monthly payment proportionate to the part thereof then 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 payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imparted or unskillful works to be removed and taken away and reconstructed, or erected, or be considered as an admission of the due performance of the Contract, or any such part thereof, in any respect of the acquiring of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer- in- charge under this conditions or any of them as to the final settlement adjustment of the account or otherwise, or in any other way very of affect the Contract. The final Bill shall be submitted by the Contractor within One Month of the date fixed for completion of work otherwise the Engineer- in- Charge Certificate of the Measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

5.2.8 CLAUSE-8

BILLS TO BE SUBMITTED MONTHLY

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 requisite measurement for the purpose having the same verified and the claim, as far as admissible, adjusted if possible before expiry of Ten days from the presentation of the Bill. If the Contractor does not submit the Bill 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 counter signature to the measurement will be sufficient warrant and the Engineer-in-charge may prepare a Bill from such measurement which shall be binding on the Contractor in all respects. In case of any delay in payment of the Bill, the Corporation shall not entertain any claim on this account.

5.2.9 CLAUSE-9

BILL TO BE SUBMITTED ON THE PRINTED FORMS

The Contractor shall submit all Bills in printed forms to be had on application at the Office of the Engineer-in-Charge and the charges in the Bills always be entered at the Rates specified in the Tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Tender, at the rates herein after provided for such work.

The Deduction or Addition as the case may be of the Percentage will be calculated on the account of the Bill for the work done after deducting the cost of the materials supplied departmentally at the rates specified in the Agreement.

5.2.10 CLAUSE-10

RECEIPT TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO

Receipt 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 receipt for the Firm.

5.2.11 CLAUSE-11

ADVANCE TO CONTRACTORS

Advance to the Contractors are as a rule prohibited, and every endeavour should be made to maintain a system, under which No payments are made except for work actually done.

5.2.12 CLAUSE-12

WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWING, ORDER ETC.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly full and faithfully to the designs, drawings and instructions in writing relating to the work assigned by the Executive Engineer / Engineer-in-Charge and lodged in his Office and to which the Contractor shall be entitled to have access at such Office or on the site of the work for purpose of inspection during Office hours and the Contractor shall, if so required, be entitled at his own expense to take copies of the specifications, and of all such designs, drawings and Instructions aforesaid.

CPWD Specifications shall apply along with the various IS Codes in the case of any variance, the following order of procedure shall prevail.

1. Specification as per N.I.T.
2. Specification as per SOR.
3. CPWD Specifications.
4. IS code / IRC specification

5. Mode of measurement for building shall be as provided in the SOR applicable to the Contract. Where such a mode of measurement is not specified in the SOR, it shall be done as per CPWD Specifications / IS Code of Building Measurement. However, if any mode of measurement is specially mentioned in the N.I.T. the same will get precedence over all the above.

5.2.13 CLAUSE-13

(a) ADDITION, ALTERATION IN SPECIFICATIONS AND DESIGNS

The Executive Engineer on the recommendation of Assistant Engineer / Engineer-in-Charge of the Corporation have the power to make any alterations in, omissions from additions to or substitutions for, the original specification, drawings, designs and instructions that may appear to him to be necessary 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 Executive Engineer on the recommendation of Assistant Engineer / 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 by do in the manner above specified as a part of the work shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work and at the same rates as are specified in the Tender for the main work. Provided that the total value of such increase or altered or substituted work does not exceed 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 or apply for extension. Proportionate extension of time will be granted on altered, additional or substituted work and Certificate of the Executive Engineer shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following principles.

- (i) If the rates for the additional, altered or substituted work are specified in the Contract for the work the Contractor is bound to carry out the additional, altered or substituted work at the same rate as those specified in the Contract for work.
- (ii) If the altered, additional or substituted work includes any work for which No rate specified in the Contract for the work, then such work shall be carried out at the rates entered in the Schedule Of Rates, which was in force at the time to the Contract Minus / plus the same percentage deduction / addition on which the Tender has been accepted.
- (iii) If the rates for the addition, altered or substituted work are not specifically provided in the Contract for the Work, the rates will be derived from the rates for a similar class of work given in the Schedule Of Rates specified in P.W.D.S.O.R. or otherwise in C.G.P.H.E. Department S.O.R., which was in force at

the time of publication of N.I.T. with S.O.R. latest amended and the payment of the Contractor shall be determined w.r.t to the acceptance of the Tender with the same Percentage Added / Deducted accordingly.

- (iv) If the Contractor is unable to do specified works as mentioned in Contract and request for altered work the Executive Engineer after recommendations from Assistant Engineer / Engineer-in-Charge may on his discretion permit the same and Rates determined by Executive Engineer / Engineer-in-Charge based on SOR Rates and imposing any penalty at his discretion as per clause 16 (due to Contractors failure for specified item) and this payable Contract rates for which Contractor should agreed, will be calculated Adding / Subtracting Contractor's percentage.
- (v) If the rates for the additional or substituted work can not be determined in the manner specified in sub clause (i) to (iv) above the rates for such part or part will be determined by the Corporation on the basis of prevailing market rates for the material and labour to which 15% will be added to cover Overheads Sundries and Profit etc.
- (vi) If the rates for the altered, additional or substituted work can not be determined in the manner specified in sub-clause (i) to (v) above, then the Contractor shall within Seven days of the date of receipt of order to carry out such additional work inform to the Executive Engineer / Assistant Engineer of the rate which it is intention to charge for such class of work, supported by an analysis of the rate or rates claimed and the Corporation shall determine the rates on the basis of prevailing market rates and pay the Contractor accordingly and if the Executive Engineer / Assistant Engineer does not agree to the rate claimed by the Contractor he shall by Notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner 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 shall have been determined as lastly herein before mentioned than 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 date of the determination of the rate as aforesaid according to such rates as shall be fixed by the Executive Engineer whose decision shall be final, when the Executive Engineer shall fix the rates which he thinks reasonable and if the Contractor does not accept the rates so fixed the item of work shall be executed departmentally or carried out in such manner as it may be considered advisable.

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 Contract work and the Certificate of the Executive Engineer shall be conclusive as to such proportion. The Contractor will however not be entitled to any compensation due to delays or

hindrances occurring or account of extra work being executed by the alternative agencies mentioned above.

- (b) The Contractor shall execute the work according to the specifications as followed in C.G.P.W.D (B&R) in force at the time of execution of the work. In case of any contradiction in the provision of Schedule Of Rates and the specifications the provisions of Schedule will take precedence. In case of any difference between the aforesaid specifications and the Contractor the latter shall prevail.

5.2.14 CLAUSE-14

NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK .

If at any time after execution of the Contract Document, the Engineer-in-Charge shall for any reason whatsoever, requires the whole or any part of the work as specified in the Tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor he shall give notice in writing of the facts to the Contractor who shall thereupon suspend the work totally or partially as the case may be (or in case of any work mentioned in the particular group specified in Tendered can not be started due to land acquisition or any other reason or the decision of the Corporation. No claim will be entertained by the Contractor, in spite that all other works the particular groups as per estimated should be completed as per agreement and No any penalty from Contractor or compensation to Contractor permissible on this ground).

In any such cases, except as provided here in under 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 in full, but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications drawings, design and instructions, which may involve any curtailment of the work as originally contemplated where, however, materials have already been purchased or agreed to be purchased by the Contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge, provided they are not in excess of requirement and are of approved quality and / or shall be compensated for the loss, if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final.

If the Contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Contractor shall, on application 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 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 employed by the Contractor which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than Six Months, then this suspension of the work will be considered as permanent stoppage of the work, and the Contractor can determine the Contract, if he so desired.

5.2.15 CLAUSE-15

TIME LIMIT FOR UNFORESEEN CLAIMS

Under any circumstances whatsoever, shall the Contractor will not be entitled to any compensation from Corporations on any account.

5.2.16 CLAUSE-16

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If at any time before the Performance Guarantee, Security Deposit (and or any other deduction) 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 unskilful 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, of 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 then 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 forthwith to rectify or remove and reconstruct the work so specified in whole or in part. as the case may require, or if so required shall remove the materials or articles so specified and provided other proper 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 Contract put to Tender every day not exceeding 10 days, during which the failure so continues, and in the case of any such failure the Engineer-in-Charge may rectify or remove and execute the work or remove any replace the materials or articles complained or as the execute the work or remove any replace in all respect 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, it shall be within his discretion to accept the same at such reduced rates, as he

may fix therefore including the imposing penalty as decided by Executive Engineer / Engineer-in-Charge by his discretion.

5.2.17 CLAUSE-17

WORK TO OPEN FOR INSPECTION, CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT

All work under or in course of execution in pursuance of the Contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his Sub-Ordinates and the Contractor shall at all time during the usual working hours and at all other times at which reasonable Notice of the usual working hours and at all other times at which reasonable Notice of the intention of the Engineer-in-Charge or his subordinates to visit the work shall have been given to the Contractor either himself be present to receive Order and instructions or have a responsible agent duly accredited in writing to be 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.

5.2.18 CLAUSE-18

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The Contractor shall give not less than 7 days Notice in writing to the Engineer-in-Charge / Assistant Engineer / Sub-Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct, dimensions thereof to be taken before the same is so covered up or placed beyond the reach of measurement without such Notice having been given or consent obtained, it shall be uncovered at the Contractors expenses, or in default there of No payment or allowance shall be made for such work or the materials with which the same was executed.

5.2.19 CLAUSE-19

CONTRACTOR LIABLE FOR DAMAGE DONE FOR IMPERFECTIONS FOR THIRTY SIX MONTHS AFTER COMPLETION CERTIFICATE

5.2.19.1 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, roads-curbs fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground continues to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever, or if any damage shall happen to the work while in progress, from any cause whatsoever, or any imperfections become apparent in it within three years after a Final Certificate or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the Contractor shall make good the same at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen,

and deduct the expense (of which Certificate of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter may become due to the Contractor or from his Performance Guarantee or Security Deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

- 5.2.19.2** The Performance Guarantee (This para not applicable in Maintenance Works and only applicable in White Wash, Colour Wash & Painting Work) deducted @ 5% from the running as well as Final Bills of the work should be refunded to the Contractor after 36 months of Work Completion Report / Certificate adjusting the expenses, if any (as occurring under any clause of the agreement).
- 5.2.19.3** 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. Balance 50% of the amount shall be refunded after four Months of completion of work or Final Bill paid whichever is earlier.
- 5.2.19.4** The value detained against Performance Guarantee and Security Deposit will be refunded to the Contractor on submission of FDR of appropriate value in favor of Managing Director, Chhattisgarh State Warehousing Corporation.

5.2.20 CLAUSE-20

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

The Contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the Contract be supplied from the Engineer-in Charge's Stores) plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary works requisite of the proper execution of the work whether original or substituted and whether included in the specifications or other documents forming part of the Contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the 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 therefore 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 the 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 money due to the Contractor under the Contract or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from Non-provision of lights, fencing etc. The Contractor shall also provide at his own cost, except when the Contract specifically

provides otherwise and except for payments due under close all necessary fencing and lights required to protect the public from accident. and shall be bound to bear the expenses of defence of every suit, action or 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 damage 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 Contractor be paid to compromise any claim by any such person.

5.2.21 CLAUSE-21

COMPENSATION UNDER SECTION 12 SUBSECTION (1) OF THE WORKMAN'S COMPENSATION ACT, 1923

In every case in which by virtue of the provision of Sec.- 12 Sub. Sec- (I) of the Workman's Compensation Act- 1923, Corporation is obliged to pay compensation to a workman employed by the Contractor in execution of the work. Corporation will recover from the Contractor the amount of the Compensation so paid, and without prejudice to the rights of Corporation under Section -10 Sub. Sec.- (2) of the said Act. The Corporation shall be at liberty to recover the amount or any part thereof by deducting it from the Security Deposit or from any Sum due by the Corporation to the Contractor whether under this Contract or otherwise. Corporation may not be bound to contest any claim made against them under Sec.- 12, Sub. Sec-. (1) of the said Act. except on the written request of the Contractor and upon his giving to Corporation full security for all cases for which Corporation might become liable in consequence of contesting such claim.

5.2.22 CLAUSE-22

LABOUR

The Contractor should get himself registered under - Contract - Labour Regulations and Abolition Act-1970, including its amendments after getting Certificate from the Executive Engineer / Assistant Engineer / Engineer-in-Charge.

5.2.23 CLAUSE-23

LABOUR BELOW AGE OF 14 YEARS

No labour below the age of 14 Years shall be employed on the work .

5.2.24 CLAUSE-24

FAIR WAGE

The Contractor shall pay not less than Fair Wage to labours engaged by him on the work.

- (a) "FAIR WAGE" means wages whether for time or piece work Notified during the Period Of Execution Of Contract for the work and where such wages have not been so notified the wages prescribed by the Works Department for the State in which the work is done.
- (b) The Contractor shall not Withstanding the provisions of any Contract to the contrary cause to be paid a wage to labourers indirectly engaged on the work, including any labour engaged by his Sub Contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the Contractors part of the agreement, the Contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Engineer-in-Charge shall have the right to deduct from the Money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of Non fulfillment of the Conditions of the Contract for the benefit of the workers, Non payment of wages or of deductions made from this or their wages, which are not justified by the terms of the Contract of Non observance of the regulations.
- (e) The Contractor shall be primarily liable for all payments to be made and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from the Sub - Contractors.
- (f) The regulations shall be deemed to be a part of this Contract and any Breach there of shall be deemed to be a Breach of this Contract.

5.2.25 CLAUSE-25

WORK NOT TO BE SUBLET

The Contractor may not be allowed to Sublet the Work in any way or in any condition during the period of Contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensure as if the Contract had been rescinded under Clause- 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the Contract.

5.2.26 CLAUSE-26

COMPENSATION

All sums payable by way of Compensation under any of these Conditions shall be considered as reasonable compensation to be applied to the use of Corporations without reference to the actual loss or damages sustained, and whether or not any damage shall have been sustained.

5.2.27 CLAUSE-27

CHANGE IN THE CONSTITUTION OF FIRM

In the case of Tender by Partners any change in the constitution of the Firm shall be forthwith Notified by the Contractor to the Engineer-in- Charge for his information.

5.2.28 CLAUSE-28

WORK TO BE UNDER THE DIRECTION OF EXECUTIVE ENGINEER / ASSISTANT ENGINEER.

All work to be executed under the Contract shall be executed under the directions and subject to the approval in all respects of the Executive Engineer / Assistant Engineer of the Corporation for the time being who shall be entitled to direct the Contractor at what point or points and in what manner they are to be commenced and from time to time carried on.

5.2.29 CLAUSE-29

ARBITRATION CLAUSE

Except as otherwise provided in the Contract all question and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever in any way arising out of or relating to the Contract, designs drawings, specifications, estimates, concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the Executive Engineer in writing for the decision within a period of 30 days of such occurrence. Thereupon the Executive Engineer shall give his written instructions and / or decisions after hearing the Contractor and Engineer-in-charge / Assistant Engineer within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instruction or decisions of Executive Engineer the parties shall promptly proceed without delay to comply such instructions or decisions or prefer an appeal to the Managing Director who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal within 30 days. The Managing Director will give his decision within 30 days and if any party is not satisfied with the decision of the Managing Director then such disputes could be referred for arbitration at C.G. Arbitrations Tribunal constituted by the State Government of Chhattisgarh.

The following should be taken care of, for going into Arbitration -

- (a)** No person other than the aforesaid C.G. Arbitration Tribunal constituted by the Govt. (To handle cases of all Technical Departments) shall act as Arbitrator and if for any reason this is not possible, the matter shall not be referred to Arbitration at all.
- (b)** The party invoking Arbitration shall specify dispute or disputes to be referred to Arbitration under this Clause together with the amount or amounts claimed in respect of each such dispute(s).

- (c) Whether the party invoking Arbitration is the Contractor, No reference for Arbitration shall be maintainable unless, the Contractor furnish a Security Deposit or Sum determined according to the Table given below, and the Sum so deposited shall on the determination of Arbitration proceedings be adjusted against the cost if any awarded by the Tribunal against the party and the balance remaining after such adjustments or in absence of such cost being awarded the whole amount will be awarded with in a month of completion of the Arbitration.

| S.No | Amount of Claim | Rate of Security Deposit |
|-------|--|--|
| (i) | For Claim below Rs. 10,000/- | 5% of the amount claimed |
| (ii) | For Claim of Rs. 10,000/- and above but below Rs. 1,00,000/- | 3% of the amount claimed subject to a minimum of Rs. 500/- |
| (iii) | for claim of Rs. 10,00,000/- and above | 2% of the amount claimed subject to a minimum of Rs. 3,000/- |

- (d) If the Contractor does not make any demand for arbitration in respect of any Claim(s) in writing within 90 days on receiving intimation from the Managing Director / Executive Engineer / Assistant Engineer / Engineer-in-Charge and that the Final Bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be **discharged or released of all liabilities under this Contract in respect of such claims.**
- (e) The C.G. Arbitration Tribunal may from time to time, with the consent of the parties extend the time for making the award.
- (f) A reference to the C.G. Arbitration Tribunal 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 Corporation.
- (g) Except where otherwise provided in the Contract, the provisions of the Arbitration Act, 1940 and the Rules made there under for the time being in force, shall apply to the Arbitration proceedings under this Clause.

5.2.30 CLAUSE-30

LUMP SUMS IN ESTIMATE

When the estimate on which a Tender is made includes lump sum in respect of part of the work, the Contractor shall be entitled to payment in respect of the Item of Work involved or the part of the work in question at the same rates as are payable under this Contract for

such items of 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 discretion, 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 regards to any Sum or Sums payable to him under the provisions of this clause.

5.2.31 CLAUSE-31

ACTION WHERE THERE ARE NO SPECIFICATION

In the case of any class of work for which there is No Specifications as is mentioned in rules such work shall be carried out in accordance with the Specifications approved by the Executive Engineer for application to work and in the event of there being No such Specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer- in- Charge.

5.2.32 CLAUSE-32

CLAIM FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATE

Quantities shown in the Tender are approximate and No claim shall be entertained for quantities of work executed being either more or less than those entered in the Tender or Estimate.

5.2.33 CLAUSE - 33

CLAIM FOR COMPENSATION FOR DELAY IN STARTING THE WORK

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 or any other ground or reasons whatsoever on account of any delay in according sanction to estimates.

5.2.34 CLAUSE-34

ROYALTY

The Contractor shall pay all quarry, royalty charges etc. If the Contractor fails to produce the Royalty Clearance Certificate from concerned Department then the Executive Engineer shall withheld Royalty Charges and keep the same in Deposit Head, which shall be refunded to the Contractor on production of Royalty Clearance Certificate from the concerned department. If the Contractor fails to produce the Royalty Clearance Certificate within 30 days of submission of Final Bill then Royalty Charges as kept under Deposit Head by the Corporation shall be deposited to concerned Department and the Contractors final Bill payment shall be released .

Any change in the Royalty Rates of Minor Minerals Notified by the State Government, after the date of submission of Financial Offer by the Bidder / Contractor, then this Increase / Decrease in the Rates shall be reimbursed / deducted on actual basis.

5.2.35 CLAUSE-35

AUDIT AND TECHNICAL EXAMINATION OF THE CORPORATION'S CLAIM

The Corporation shall have the right to conduct 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 payments of the final Bills and if as a result of such Audit and Technical Examination any Sum is found to have been over paid in respect of any work done by the Contractor under the Contract or any work claimed by him to have been done under Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for the Corporation to recover the same from the Security Deposit of the Contractor or from any dues payable to the Contractor from the Corporation account. If it is found that the Contractor was paid lesser amount than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Corporation to the Contractor.

In the case of any Audit Examination and Recovery consequent on the Contractor, the Contractor shall be given an opportunity to explain his case and the decision of the Managing Director / Executive Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the Contractor, No recovery should be made without orders of the Managing Director / Executive Engineer whose decision in the matter shall be final. All actions under this Clause should be initiated and intimated to the Contractor within a period of 36 Months from the date of completion.

5.2.36 CLAUSE-36

DEATH OR PERMANENT INVALIDITY OF THE CONTRACTOR

If the Contractor is an individual or a proprietary concern, partnership concern dies during the currency of the Contract or become permanently incapacitated where the surviving partners are only minors, the Contract shall be closed without levying any Damages / Compensation as provided for in clause 3 of the Contract agreement.

However, if the Competent Authority is satisfied about the competence of the survivors than 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 after

getting him / them registered in the appropriate class of Contract as per the decisions of the Managing Director.

5.2.37 CLAUSE-37

PANALTY FOR BREACH OF CONTRACT

On the Breach of any Terms or Condition of this Contract by the Contractor the said Corporation shall be entitled to forfeit the Security Deposit or the balance thereof that may at that time be remaining and to realize and retain the same as damages an compensation for the said Breach, but without prejudice to the right of the said Corporation to recover any further sums as damages from any Sums due or which may become due to the Contractor by Corporation or otherwise howsoever.

5.2.38 CLAUSE-38

RECOVERY OF CORPORATION'S CLAIMS.

Whenever any claim against the Contractor for the payment of a Sum of Money arises out of or under the Contract the Corporation shall be entitled to recover such sum by appropriating in the part or whole the Security Deposit of the Contract and to sell any Government promissory Note etc. forming the whole or the part of such Security in the event of the Security being insufficient or if No Security has been taken from the Contractor that the balance or the total sum recoverable as the case may be shall be deducted from any Sum than due to which any time thereafter any become due from the Contractor under this or any other Contract with the Corporation should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Corporation on demand the balance remaining due.

5.2.39 CLAUSE-39

APPROPRIATION AND SET OFF

Any Sum of Money due and payable to the Contractor (including Security Deposit refundable to him) under this Contract may be appropriated by the Corporation and Set Off against any claim of Corporation for the payment of a Sum of Money arising out of under any other Contract made by the Contractor with the Corporation.

**MANAGING DIRECTOR
C.G. State Warehousing Corporation**

6.2.3 ENVELOPE NO – B (TECHNICAL BID)

As per the requisites provided in the Tender Document.

Note: The Tenderer must refer Tender Documents for clarity and details.

If any Document in original or any proof regarding above information is needed by the Corporation

| S. No | Particulars |
|-------|---|
| 1 | Appendix - I |
| 2 | Documents to be submitted in support of Eligibility [Appendix-I (iii)] |
| (a) | Copy of Partnership Deed, Copy of Memorandum and Articles of Association and other documentary evidence for Constitution / legal status. (Certified by Partner / Director/ Company Secretary/Charter Accountant) |
| (b) | Power of Attorney for authorized signatory. (On a Non Judicial stamp Paper of requisite value duly Notarized by Notary) |
| (c) | Copies of latest Income Tax Clearance Certificate or Income Tax Returns of last preceding Years 2012-13/ 2013-14. |
| (d) | PWD Registration Details |
| (e) | Bank Solvency Certificate from any Nationalised or Scheduled Bank of 15 % of the scheduled Tender Amount for each Location which shall not be more than Twelve Months Old from the date of Invitation of the NIT. |
| (f) | PAN Card Copy issued by the competent Authority. |
| (g) | Affidavit regarding Relationship & Non existing Black Listment in any Department during submission of Tender. [Appendix-1 (iv)]. There should be No affiliation of the Contractor with the employees of the Corporation holding responsible posts concerning the Award and execution of the Contract and No Pending Debar / Blacklisting of any kind with any Department during the submission of Contract. (Notrary Certified |
| (h) | Latest Valid VAT/SALE TAX/ Works Contract Registration Certificates |

and if the Bidder is unable to produce the required information then the Bid may be rejected.

6.2.4 DISQUALIFICATION

In addition to Non-responsive Bid, the Bidder is also subject to disqualification:

- (1) If the Bidder has made misleading or false representation in the forms, statements and attachments submitted
- (2) Is debarred by the Corporation or any other Competent Authority during the submission of Tender.
- (3) If Bid not accompanied by an acceptable Earnest Money Deposit.

The Managing Director of the C.G. State Warehousing Corporation has the full authority to accept or cancel the whole Tender process without giving any reasons for the same.

6.1 FINANCIAL BID (TO BE SUBMITTED OFFLINE ONLY).

6.3.1 The rates are to be offered in the Financial Bid given in the Bid Documents without any assumption, condition, qualification or reservation or any variation both in respect of form and content. No column or row should be added or excluded.

6.3.2 BID PRICES:

6.3.2.1 The Bidder shall fill in percentage Rates Above or Below the Schedule Of Rates, separately for each Location in Financial Bid Template.

6.3.2.2 The rates quoted by the Bidder shall be inclusive of all Duties and Taxes as applicable.

6.4 COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time after execution of the Contract, the Managing Director shall for any reason whatsoever, requires, the whole or any part of the work to be stopped or shall not require the whole or any part of the work to be carried out at all then in such cases, the Bidder shall have No claim or compensation whatsoever on this ground.

6.5 EARNEST MONEY DEPOSIT [EMD] RETURN

6.5.1 EMD of all Unsuccessful Bidders will be returned without any interest in way of DD / Banker Cheque after retaining a sum of Rupees 1000 / towards the Cost of Tender Documents after taking decision by the Competent Authority.

6.5.2 EMD of Second lowest Bidder shall be returned / released after execution of " Agreement by the Tenderer whome Contract is Awarded".

6.5.3 EMD may be forfeited if the Bidder withdraws the Bid after opening of the Bid, while the Bid is still valid and also in case successful Bidder fails within the specified time limit to furnish the required Performance Security or delays in signing the agreement.

6.5.4 In case of any clear indication of cartelization, the Corporation shall reject the Tender(s), and forfeit the EMD.

6.5.5 Earnest Money which has been deposited for a particular work will not be adjusted towards the Earnest Money for another Work.

6.6 SIGNING OF THE BID

In addition to the stipulation about signing of the Bid already mentioned in the Tender Document following points is noted for compliance:-

6.6.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The person or persons signing the Bid shall initial all pages of the Bid and where entries or amendments have been made. The Bidder may attach extra sheets duly typed / printed to the Bid Document wherever it is felt necessary to do so.

6.6.2 The Bid shall ordinarily contain No alterations or additions, except those to comply with instructions issued by the Corporation, or as may be necessary to correct errors made by the Bidder, in which case the person or persons signing the Bid shall initial such corrections.

6.6.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated as far as possible.

6.7 DEADLINE FOR SUBMISSION OF THE BIDS

6.7.1 The Bids must be submitted On line at the address specified for the purpose as per the Key Dates mentioned in the Tender Documents.

6.7.2 The Corporation reserves the rights to extend the deadline or for making any other change in the Bid Document including for submission of the Bid by issuing an amendment in this regard. The amendments of any type shall be displayed on the website and No individual correspondence will be made by the Corporation in this regard.

6.8 REVELATION OF PRICES

Prices in any form or by any reason in Technical Bid or before opening the Financial Bid should not be revealed, failing to which the Bid shall be liable to be rejected.

6.9 MODIFICATION OF BIDS

6.9.1 No Bid will be allowed to be modified after the deadline for submission of the Bids.

6.9.2 Withdrawal or modification of Bid between the deadline for submission of Bids and expiry of the original period of the Bid validity or as extended shall result in the forfeiture of the EMD and shall disqualify the Bidder from Current & Future Bidding.

6.10 LOCAL CONDITIONS

It is imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any material effect on the Performance of the Contract and / or the cost.

6.11.2 FINANCIAL BID OPENING:-

Financial Bid of only those Bidders who have been found qualified in Technical Bid shall be opened. The Tenderer Technically qualified will be at liberty to be present either in person or through an authorized representative at the time of Opening of the Financial Bid.

6.11 PROCESS TO BE CONFIDENTIAL

Any effort by the Bidder to influence the Corporation's processing of Bids or award decisions shall result in the rejection of their Bid.

6.12 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of Bids, the Corporation will determine whether each Bid:

6.12.1 Has been properly signed.

6.12.2 Is accompanied by the required Securities.

6.12.3 Is substantially responsive to the requirements of the Bidding Documents.

6.12.4 For the purpose of Bid evaluation, a substantially responsive Bid is one, which conforms to all the Terms, Conditions and Specification of the Bidding Document without any deviation or reservation.

A deviation or reservation is one:

- i.** Which affects in any substantial way the scope, quality or performance of the project.
- ii.** Which limits in any substantial way, is inconsistent with the Bidding document, the Corporation rights or the Bidder's obligations under the Contract or
- iii.** Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

6.12.5 If a Bid is not substantially responsive, it will be rejected by the Corporation, and may not subsequently be made responsive by correction or withdrawal of the Non-conforming deviation or reservation.

6.13 CURRENCY FOR BID EVALUATION

The Bidder shall quote the unit rates and the prices in Indian Rupees only. Bid will be evaluated on the basis of all calculations in Indian Currency only.

6.14 EVALUATION AND COMPARISON OF BIDS

The Corporation will evaluate and compare Bids determined to be substantially responsive only. In evaluation of the Bids, the Corporation will determine for each Bid the Evaluated Bid Price.

6.15 CRITERIA FOR AWARD OF CONTRACT

6.15.1 The major criteria for evaluation of the offer received will be the lowest rates offered in Financial Bid. However Corporation reserves its right to stipulate any other criteria (including negotiations) as it may deem fit from time to time.

6.15.2 The Corporation will award the Contract to the Successful Bidders on the basis of aforesaid criteria subject to the substantial response to the Bidding Document and eligibility for opening of the Financial Bid.

6.15.3 The Bidder can opt for one Location or more than one Location and will be awarded as per his qualification of submission of lowest rates for that particular Location.

6.16 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

6.16.1 The Corporation reserves the rights to reject any or all offers received from the Bidders without assigning any reasons.

6.16.2 The decision of the Corporation regarding the evaluation, qualification, opening and award of the Bid shall be final and binding on all the Bidders.

6.17 NOTIFICATION OF AWARD

The Corporation will notify the Bidder(s) whose Bid has been accepted of the award. The Notification of award will constitute formation of Contract and impose obligations on the successful Bidder including furnishing of Performance Security in accordance with the provisions & executing an agreement / Contract in this regard.

6.18 SIGNING OF AGREEMENT

After the successful Bidder furnishes the Performance Security, the Corporation will go for agreement with successful Bidder. The EMD of second lowest Bidder will be kept at hold and the others will be notified that their Bids have not been accepted and the Corporation will return their EMD.

6.19 WARNING AGAINST USE OF CORRUPT AND FRAUDULENT PRACTICES:-

The Corporation requires all the Bidders to observe the highest standard of Ethics.

In pursuant to this policy, following has been defined.

6.19.1 'Corrupt Practice' means behavior on the part of Officials in the Public or Private Sector by which they improperly and unlawfully enrich themselves and or those close to them, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving or soliciting of anything of value.

6.19.2 'Fraudulent Practice' means a misrepresentation of facts in order to influence a evaluation process or execution to the detriment of the Corporation and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid price at artificial Non-competitive level and to deprive the Corporation of the benefit of free and open competition.

6.19.3 The Corporation will not award the work, if it is determined that the successful Bidder was engaged in corrupt or Fraudulent practices in competing for the Contract in question.

6.19.4 The Corporation will declare Bidder ineligible to compete in any other Bid, either indefinitely or for a stated period of time, if at any time it is determined that the Bidder has engaged in Corrupt or Fraudulent practice in competing for or in executing the project.

6.22 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

1. The Corporation reserves the rights to reject any or all offers received from the Bidders without assigning any reasons.
2. The decision of the Corporation regarding the evaluation, qualification, opening and award of the Bid shall be final and binding on all the Bidders.
3. The Successful Tenderer will be intimated of the acceptance of his Tender by a Letter / Fax / e- mail etc.

6.23 If the information given by the Tenderer in the Appendices and the Documents attached is found to be false / incorrect at any stage, CGSWC shall have the right to disqualify / summarily terminate the Contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

6.24 TIME ALLOWED FOR COMPLETION:- The Time allowed for execution of the Works is as per mentioned in Table No: 01 including Rainy Season from the reckoned date of Written Order to commence the work.

6.25 RESTRICTIONS FOR TENDERING:

- (a) Not more than one Tender shall be submitted by a Contractor or by a Firm of Contractors for a same Location. However the Tenderer has the liberty to apply for multiple Locations.
- (b) No two or more concerns in which an individuals interested as a Proprietor or Partner shall Tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.

6.26. RATES:

6.26.1 The Schedule Of Items & Quantities :- The Schedule of main items of work and the quantity to be executed is enclosed as per Annexure (F)

6.26.2 PERCENTAGE RATE TENDER AND FORM "A"

6.26.2.1 In respect of percentage Rate Tenders, Contractor should quote his separate Tender percentage Rate above / below or at par with the following Schedule Of Rates.

- (a) **BUILDING WORKS :-** The Schedule Of Rate issued by the Engineer-in-Chief, C.G.P.W.D. in force from 01-06-2009 and its amendments issued up to date of release of N.I.T.
- (b) **ROAD WORKS:-** The Schedule Of Rates issued by Engineer in Chief, C.G.PWD in force with effect from 15-05-2013 and it's amendments issued up to the date of issue of N.I.T

6.26.2.2 The percentage Rate of Tender above / below or at par with relevant schedule of rate inclusive of Corrections and amendments and issued up to the date of Notice inviting Tender should be submitted Offline only.

6.26.2.3 The percentage Tendered by the Contractor will apply to those rates which find place in Schedule Of Rates mentioned earlier or have been derived from the said Schedule of Rates.

6.26.2.4 The percentage quoted by the Contractor shall not be altered by the Contractor during the 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 deduction the cost of material supplied by the Corporation at rates specified in the Agreement.

6.27 The rates quoted in the Tender for various items of work will not be altered by the Contractor during the term of Contract.

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

6.29 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 Schedule Of Rates mentioned earlier in N.I.T. or in the Schedule Of Items in respect of Items Rate Tenders.

6.30 NON SCHEDULE ITEMS OF WORKS - During the execution of the work there is likelihood of such items of works which do not find place in the Schedule Of Rates referred to above in respect of Percentage Rate Contract of such which are given in the Schedule Of Item in respect of item rate Contracts, for which Contractor has not quoted his rates. Contractor will have to carry out these items of works.

Rates of such items of work which do not find place in the Schedule Of Rates referred to above in respect of Percentage Rate Contract or such items in respect of Item Rate Contract shall be decided by the Managing Director or Executive Engineer and the decision of the Managing Director C.G.S.W.C. shall be binding on the Contractor. The quantum of such work will not exceed 10% of amount of Contract unless accepted by the Corporation and the Contractor.

6.31 IMPLICATIONS OF SUBMISSION OF TENDER- Tenderer are advised to visit the Site sufficiently in advance of the date fixed for the admission of the Tender. A Tenderer shall be deemed to have full knowledge the relevant documents, samples, site etc. whether he inspects them or not.

6.31.1 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 these standard and procedure, in this respect, laid down in the National Building Code of India 1970 / Indian Standards, the scope and specifications of the work to be done and the conditions and rates at which stores, tools and plants etc, will be issued to him by the Corporation, has seen the quarries with their approaches, site of work etc, and satisfied himself regarding the suitability 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.

6.32 BANK SOLVENCY :- Bank Solvency certificate from Scheduled Bank not Older than Twelve Months should be furnished @15% of the probable Amount of Contract.

6.33 INCOME TAX CERTIFICATE – The latest Income-tax Clearance Certificate from the Income Tax Authority not later than 12 Months Old or Certified Copies of Income Tax Returns for the preceding years ie 2012-13/2013-14 have to be submitted.

6.34 RELATIONSHIP - The Contractor shall not be permitted to Tender for works in the Corporation (responsible for award an execution of Contracts) in which his near relative is posted as Manager Account. He shall intimate the names of persons who are working in the Corporation and zone. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are near relatives of Officers of the Corporation. Any breach of this condition by the Contractor would render himself liable to be removed from the approved list of Contractors of the Corporation.

Note:- By the terms near relative is meant wife, Husband, parents and Son, Grand Son, Brother, Sister, Brother-in-Law, Father in Law and Mother-in-Law.

6.35 POWER OF MANAGING DIRECTOR / EXECUTIVE ENGINEER:- The Managing Director / Executive Engineer does not bind himself to accept or recommend for the acceptance to the Tender committee or other higher authority, the lowest or any Tender or to give any reason for decisions. The Managing Director / Executive Engineer shall be accepting Officer hereinafter referred to as such for the purpose of this Contract. The authority competent to accept a Tender reserve the right of accepting the Tender for the whole work or for distinct part of it or distributing the work between one or more Tenderers.

6.36 CANVASSING:- Canvassing for support in any form for the acceptance of any Tender is strictly prohibited. Any Tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved Contractors or penal action under section 8 of the M.P. / C.G. Vinirdishtta Bharashta Acharya Nivaran Vidheyak 1982.

6.37 VALIDITY OF OFFER :- Tender shall remain open up to four months from the date of receipt of Tender and in the event of Tenderer withdrawing the offer before the aforesaid date for any reason whatsoever, Earnest Money deposited with the Tender shall be forfeited by the Managing Director.

6.38 SPECIFICATIONS :

(a) **MATERIAL OF CONSTRUCTION:-** The Material of construction to be used in the work shall be governed by the provision of part I,IV,V,VI,XI,XIV,XVIII,XIX of the National Building code of India 1970 and the relevant Indian standards specification with amendments and revisions issued up to the date of Tender Notice.

(b) **WORKMANSHIP:-** The work shall be carried out according to the specification referred to hereinafter and according to sound Engineering practices. The decision of the Executive Engineer in respect of Workmanship will be final.

(c) **SPECIFICATION FOR BUILDING WORKS:-**

(Including water supply and sanitary fittings)

The Contractor shall execute the work in conformity with the standards and procedure laid down in the Central Public Work Department Specifications for works in force or special specification whenever enclosed separately, and in accordance with the approved drawing.

(d) **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 Corporation at the expenses of the Contractor.

The results of the tests shall conform with the required standards and if the Executive Engineer consider that a structural test is necessary, the same shall be carried out as instructed by the Executive Engineer at the Contractor's expense and should the results of this be unsatisfactory the Contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test results.

(e) **BRICKS: -** The Contractor should use the bricks manufactured on the metric System, as far as possible

(f) **TIMBER: -** All timber used in the wood work for all new works must be properly 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 expenses but No Certificate is required where No additional rate is paid.

(g) MAINTENANCE OF ROOFS:- It will be the responsibility of the Contractor to see that the building (s) Constructed under this Contract do / does not leak during the period of three consecutive rainy season after their completion and if any defects are pointed out to him by the Executive Engineer during the said period the same shall be removed by him at his own, expenses or in default the Executive Engineer may get it removed and deduct expenses thereof from any Sum that may then be due or may become due to the Contractor or from the Performance Guarantee/ Security Deposit / and or any other deposit of the Contractor.

(h) SPECIFICATION OF ELECTRICAL WORKS.

h(a) The work will be carried out as per the approved drawing and as directed by the Executive Engineer of the Corporation. The work will be governed by the Central Public Works Department specification for the electrical works in force.

h(b) All samples of electrical accessories should be got approved from the Executive Engineer. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them.

h(c) The period of testing and refund of deposit will be 6 months after completion of work.

h(d) The Contractor should submit wiring diagram on tracing cloth showing the point, position of switch, length of point, position, D.B. and main switch, circuit. No. in which points fall at the time of final Bill, otherwise deductions of 1/2 percent (Half percent) will be made from the Bill.

h(e) SPECIFICATION FOR ROAD WORKS:- The road work and collection of material for road work shall be carried out according to M.O.S.T. specification for road works published by Indian Road Congress 1988.

h(f) CONTRADICTION OR AMENDMENTS:- In the event of contradictions between the stipulations of the Schedule Of Rates (relevant to this NIT) and Specification, the Schedule Of Rates shall gain precedence. In the event of contradiction, if any between different specification and or codes of practice, referred to above, the decision of the Executive Engineer shall be final subject to appeal in case of dispute before Managing Director C.G.S.W.C. within one month of Executive Engineer's decision.

6.39 SUPPLY OF MATERIALS:- No material will be supplied by the Corporation.

(ii) If the Contractor desirous to use (if available) any water source for his use to, he has to arrange his own electrical arrangement and 0.25% of the item value will be deducted from Bills on the account of water charges.

6.40 MISCELLANEOUS CONDITIONS:-

6.40.1 SUBLETTING :- The Contractor shall not sublet or assign to any other party or parties. the whole or any portion of the work under the Contract..

6.40.2 TAXES :- All dues regarding taxes, including the Sales Tax, Service Tax, LWF and any other Duties etc. levied on the Contractors work by Govt. and local bodies will be payable by the Contractor.

6.40.3 ROYALTY: Royalty charges and any penal charges towards minor minerals will be borne by the Contractor and same will not be refundable. The Executive Engineer will issue a Certificate for the quantities actually used on the work but will not entertain

any claim on this account. However deducted amount will be refunded after submission of Royalty Clearance Certificate.

- 6.40.4 RULES OF LABOUR CAMPS :-** The Contractor have to follow the C.G. Model rule relating to lay out, water supply and sanitation on labour camps (vide Annexure A) under provision of The National Building Code of India, in regard to construction and safety.
- 6.40.5 FAIR WAGES:-** The Contractor shall pay, Not less than fair wages to labours engaged by him on the work (Rules enclosed vide Annexure B)
- 6.40.6 WORKS IN THE VICINITY :-** The Executive Engineer reserves the right to take up Departmental/works or to award on the Contract in vicinity, without prejudice to the terms of Contract.
- 6.40.7 BEST QUALITY OF CONSTRUCTION MATERIALS:-** Materials of the best Quality will be used as approved by the Executive Engineer.
- 6.40.8 REMOVAL OF UNDESIRED PERSONS:-** The Contractor shall on receipt of the requisition from the Executive Engineer at once remove any persons employed by him on the work who, if in the opinion of the Executive Engineer is unsuitable or undesirable.
- 6.40.9 AMOUNT DUE FROM CONTRACTOR :-** Any amount due to Corporation from the Contractor on any account concerning work may be recovered from him through Civil Court and / or as Arrears of Land Revenue by duly authorized competent authority for all matters pertaining to Tenders and Contract Agreement legal jurisdiction shall be competent courts at Raipur only.
- 6.40.10 TOOLS AND PLANTS:-** The Contractor shall arrange at his own cost his own tool and plants required for the proper execution of the work.
- 6.40.11 RIGHTS TO INCREASE OR DECREASE WORK: -** The Managing Director / The Executive Engineer reserves the right to increase or decrease any item of the work during the currency of the Contract and the Contractor will be bound to comply with the order of the Executive Engineer without any claim for compensation.
- 6.40.12 TIME SCHEDULE: -** The work shall be done by the Contractor according to the Time Schedule mentioned in Table No : 01 or as fixed by the Executive Engineer.
- 6.40.13 TIME OF CONTRACT:-** Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the Contractor and shall be reckoned from the date of Work Order to commence the work or the date of giving lay out / handing over the site of work whichever is later.
- 6.40.14 PAYMENT BY CHEQUES / RTGS:-** The payment will be made by cheque / RTGS of any Nationalized Banks. No Bank commission charges on realizing such payments will be borne by the Corporation.
- 6.40.15 TRANSPORT OF MATERIAL :-** The Contractors shall make his own arrangements for transport of all materials. The Corporation is not bound to arrange for priority in getting wagon or any other material though all possible assistance by way of recommendations will be given if it is found necessary in the operation by the Executive Engineer. If it proves to be ineffective, the Contractor shall have No claim for any compensation on that account.

6.40.16 WORK PROGRAMME :- The Contractor shall furnish his programme of construction of work within the stipulated time schedule together with methodology of each item of work and obtain the approval of Executive Engineer. In case of slippage from approved programme at any stage, the Contractor shall furnish revised programme to make up the slippage. The Contractor shall also provide a Site Order Book for site instruction.

6.41 SPECIAL CONDITION :-

- (1) If the rate quoted by the lowest (L1) of the Tender is considered unbalanced in relation to the Department estimate of cost of work to be performed under the Contract by the Managing Director / Executive Engineer. The M.D./ EE then may require the Tenderer to submit detail Price / Rate analysis of major items of the work within 7 days of such Notice so as to demonstrate the internal consistency of these Price / Rate(s) with his quoted Price / Rate(s). After due evaluation by Tender sanctioning authority, Managing Director C.G. State Warehousing Corporation Raipur may require the Tenderer to submit 5% Additional Security for the performance of the agreement in the shape of Fixed Deposit Receipt in favour of the Managing Director, C.G. State Warehousing Corporation- Raipur before signing of the agreement, which shall be refunded after completion of the aforesaid work. If the Tenderer fails to complete the work or left the work incomplete then this 5% Additional Security Deposit, shall also be forfeited by the Department & the agreement shall be terminated and action shall be taken in accordance with Clause (3) of the agreement. In case if Tenderer / Contractor does not agree to deposit Additional 5% Security Deposit then his Bid may be rejected by the sanctioning Authority and Earnest Money forfeited.
- (2) If the Tenderer whose Tender has been accepted, and after signing the agreement the Tenderer, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or abandons the work, or (ii) merely goes on applying for extension of time; the Executive Engineer shall serve a "Show Cause Notice" with details to the Contractor in this regard and if the Contractor does not reply, or if his reply is considered Non satisfactory (at the sole discretion of the Executive Engineer) his Earnest Money and the Performance Security Money or the Bank Guarantee in this regard shall be forfeited in favour to the Corporation. If the Contractor has committed a similar default on earlier occasion(s) in previous Three consecutive years the Contractor shall be debarred from participating in any future Tender of any C.G. State Warehousing Corporation- Raipur in the State of Chhattisgarh for a period of 2 (two) years from the date of such order, by the Authority which had registered him / her. Such orders & action shall be final binding and conclusive.
- (3) Cess shall be deducted at Source, from Bills of Contractor by the Executive Engineer under "Building and other Construction for Workers Welfare, Cess Act 1996"
- (4) It is mandatory for the Contractor(s) to get himself / themselves registered with "C.G. Building and Other Construction Welfare Board" as soon as the work order is issued to him / them for the work amounting to 10.00 (Ten) Lacs and above and submit a copy of the same to the Concern Executive Engineer, otherwise No payment will be made under the Contract.

6.42 AGREEMENT:-

6.42.1 EXECUTION OF AGREEMENT:- The Tenderer whose Tender has been accepted hereinafter referred to as the Contractor, shall produce an appropriate Solvency Certificate if so required by the accepting Authorities and will execute the Agreement in the prescribed format within a fortnight of the date of communication of the acceptance of his Tender by the Competent Authority, and the failure to do so will result in the Earnest Money being forfeited to C.G. State Warehousing Corporation

and the Tender will be cancelled and the Contractor shall be debarred for participating in any future Tenders of the Corporation.

- (a) The Contractor shall employ the following technical staff during the execution of work.
 - (i) One Graduate Engineer when the work to be executed is more than Rs. 25 Lacs.
 - (ii) One Diploma Holder Sub Engineer when the cost of work to be executed is from Rs. 5 lacs or more but not more than Rs. 25 Lacs.
- (b) The Technical Staff should be available at Site whenever required by the Executive Engineer to take instructions.
- (c) In case the Contractor fails to employ the Technical Staff as for as aforesaid the Executive Engineer shall have the right to take suitable remedial measures.
- (d) The Contractor should give the names and other details of the Graduate Engineer / Diploma Holder, Sub Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.
- (e) The Contractor should give a Certificate to the effect that the Engineer / Diploma Holder Sub-Engineer is exclusively in his employment.

Provided that:-

- (i) An Engineer or sub Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 200 lacs in the case of an Engineer and Rs. 50 Lacs in the case of a Sub Engineer.
- (ii) It is not necessary for the Contractor's partner in the 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 Asst. Engineer who is holding a diploma may be treated at par with a Graduate for the operation to the above clause.

In case the Contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay the C.G.S.W.C. a sum of Rs. 15,000/- (Fifteen Thousand only) for each Month of default in the case of Graduate Engineer (or Diploma Engineer with 5 year's Experience) and Rs. 10000/- (Ten Thousand only) for each month of default in case of Diploma holder, Sub Engineer.

- 6.43 CONDITIONS APPLICABLE FOR CONTRACT:-** All the conditions of the Tender Notice will be binding on the Contractors in addition to conditions of the Contract in the prescribed from:- Following document annexed with this N.I.T. shall form a part of Contract:

Annexure "A" Model Rules relating to labour, water supply etc.

Annexure "B" Contractors Labour Regulations

Annexure "F" Schedule of Items

Annexure "I" Pre-Contract Integrity Pact

- 6.44** The places mentioned as per the list provided in Table-01 are normally not changeable, but in case, due to any reasons, the places (sites) of One or more units are required to be changed, then the same changes shall be intimated immediately after

the issue of work order but prior to the start of Construction Work on the respective sites (places) without any additional charges / claim.

6.45 WORK TO BE TO THE SATISFACTION OF THE C.G. STATE WAREHOUSING CORPORATION

The Contractor shall execute, complete and guarantee the work in strict accordance with the Contract to the satisfaction of C.G. State Warehousing Corporation and shall comply with and adhere strictly to the C.G. State Warehousing Corporation instructions and directions on matters concerning the work.

**MANAGING DIRECTOR
C.G. State Warehousing Corporation**

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR (C.G.)

SECTION: 07

ANNEXURES

ANNEXURE "A"

Model Rules relating to Labour, Water Supply and Sanitation in Labour Camps.

Note: - These Model Rules are intended primarily for labour camps which are not of permanent nature. They lay down the minimum desirable standard which should be adhered to standards in Permanent or Semi- Permanent labour camps.

- 1. LOCATION-** The camp should be located in elevated and well drained ground in the locality.
- 2. HUTS CAPACITY:-** Labour Huts to be constructed for one family of five persons each. The lay out should be shown in the prescribed sketch.
- 3. HUTTING-** The huts to be built of local material's. Each hut should provide at least 20 Sq. Meters in living space.
- 4. SANITARY FACILITIES-** Latrines and Urinals shall be provided at least 15 metres away from the nearest quarter separately for men and women and specially so marked on the following (b) scale.
- 5. LATRINE-** Pit provided at the rate of 10 users or 2 families per seat, separate urinals as required as privacy 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 are from intermittent sources overhead. Storage tanks shall be provided with the capacity of 5 litres a person per day. Where the supply is to be made from 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 got tested at the Public Health Institution between each work of disinfecting.
- 7. BATHING AND WASHING-** Separate bathing and washing space shall be provided for Men and Women for every 25 persons in the camp. There shall be one gap and space of 2 sq. meters for washing and bathing. Proper drainage for the waste water should be provided.

- 8. WASTE DISPOSAL-** Dust Bin shall be provided at suitable place in camp and the residents shall be directed to throw all rubbish into those dust bins. The dust bins shall be removed every day and disposed off by trenching.
- 9. MEDICAL FACILITIES:-**
- (A) Every camp where 1000 or more persons reside shall be provided with full time doctor and dispensary. If there are Women in the camp full time Nurse shall be employed.
- (B) Every camp where less than 1000 but more than 260 persons reside shall be provided with dispensary and a part time Nurse / Mid Wife.
- (C) If there are less than 250 persons in any camp the First-Aid-Kit shall be maintained by in charge trained in First Aid. All the medical facilities mentioned above shall be for all residents in the camp including, dependent of the worker, if any, free of cost.
- (D) **SANITARY STAFF:-** For each labour camp there should be qualified Sanitary Inspector and Sweeper should be provided in the following scales.
- (1) For camps with strength over 200 but not exceeding 500 persons - One Sweeper for every 75 persons above the first 200 for which 3 Sweepers shall be provided.
- (2) For camps with a strength over 500 persons- One Sweeper for every 100 persons above first 500 for which Six Sweepers should be provided.
- (3) For a camp with a strength of 200 persons- Four Sweepers should be provided.

EXECUTIVE ENGINEER

C.G. State Warehousing Corporation.

ANNEXURE "B"

Contractor's Labour Regulations.

The Contractor shall pay not less than Fair Wage's to labourer's engaged by him in the works.

Explanation

- (a) Fair Wage means Wage(s) whether for time or Piece Work Notified during the period of execution of Contract for the work and where such Wages have not been so notified, the Wages prescribed by the Revenue / labour Commissioner, applicable for the division in which the work is done.
- (b) The Contractor shall notwithstanding the provisions of any Contract to contrary, cause to be paid a Fair Wage to labourers indirectly engaged on the work including any labour engaged by his Sub-Contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the work for the performance of the Contractors part of this agreement the Contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer shall have the right to deduct from the Money due to the Contractor any sum required or estimated to be required for making good the losses suffered by a Worker or Workers by reason of Non- Fulfilment of the conditions of the Contract for the benefit of the workers Non-payment of Wages or deductions 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 Regulation aforesaid without prejudice to His right to claim indemnity from his Sub Contractors.

-
- (f) The Regulations aforesaid shall be deemed to be a part of this Contract and any Breach thereof, shall be deemed to be a Breach of this Contract.
- (g) The Contractor shall obtain a valid license under the Contract- Labour Regulations and Abolition Act-1970 including it's amendments, in force and rules made there under by the Competent Authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

Any failure to fulfil the requirement shall attract the penal provisions of this Contract arising out of the resulted Non-Execution of the Work assigned to the Contractor.

EXECUTIVE ENGINEER

C.G. State Warehousing Corporation

ANNEXURE "F"

(Enclosed)

Schedule of Items and Quantity to be Executed

| Sl.No. | Particulars of items |
|------------------|-----------------------------|
| Unit..... | |
| | |
| | |

CHHATTISGARH STATE WAREHOUSING CORPORATION

ANNEXURE "I"

PRE-CONTRACT INTEGRITY PACT

7.1 GENERAL

7.1.1 This Prebid Contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....2014, between, the Chhattisgarh State Warehousing Corporation, N-3, Avanti Vihar, Raipur acting through, Manager Commercial (Designation of the Officer, Department) Government of Chhattisgarh (hereinafter called the "Corporation", which expression shall mean and include, unless the context otherwise requires, his successors in The Office And Assigns) And The First Party, Proposes To Appoint Suitable Contractors For White Wash, Colour Wash & Painting Work At Specified Locations Of C.G. State Warehousing Corporation On Percentage Rate And Contract for Works based on Applicable Schedule of Rates (Name of the Stores / Equipment / Work / Service) and M/s..... represented by Shri..... (Hereinafter called the "BIDDER / Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer / has offered.

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

7.2 OBJECTIVES

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

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

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

7.3 COMMITMENTS OF THE CORPORATION

The CORPORATION commits it self to the following:-

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

7.3.2 The CORPORATION will, during the Pre-Contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will Not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

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

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

7.4 COMMITMENTS OF BIDDERS

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

- 7.4.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, Contracting and implementation of the Contract.
- 7.4.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the CORPORATION or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 7.4.3** The BIDDER further confirms and declares to the CORPORATION that the BIDDER is the original Manufacture / Integrator / Authorized government sponsored export entity of the stores and has not engaged any individual or Firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CORPORATION or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, Nor has any amount been paid, promised or intended to be paid to any such individual, Firm or company in respect of any such intercession, facilitation or recommendation.
- 7.4.4** The BIDDER, either while presenting the bid or during Pre-Contract negotiations or before signing the Contract, shall disclose any payment he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- 7.4.5** The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, Contracting and implementation of the Contract.
- 7.4.6** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 7.4.7** The BIDDER shall Not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, Technical proposal and Business details, including information contained in any Electronic Data Carrier. The BIDDER also undertakes to exercise due and adequate care least any such

information is divulged.

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

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

7.5 PREVIOUS TRANSGRESSION

7.5.1 The BIDDER declares that No previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the Tender process.

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

7.6 EARNEST MONEY (SECURITY DEPOSIT)

7.6.1 Every BIDDER while submitting Commercial Bid, shall deposit an amount as specified in RFP as Earnest Money / Security Deposit, with the CORPORATION through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (CORPORATION) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CORPORATION shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

7.6.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the Contractual obligations to the complete satisfaction of both the BIDDER and CORPORATION, including warranty period, whichever is later.

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

7.6.4 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

7.7 SANCTIONS FOR VIOLATIONS

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

- (i)** To immediately call off the pre Contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the Other BIDDER(s) would continue.
- (ii)** To forfeit fully or partially the Earnest Money Deposit (in Pre-Contract Stage) and / or Security Deposit / Performance Bond (after the Contract is signed), as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii)** To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
- (iv)** To recover all sums already paid by the CORPORATION, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other Contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v)** To encash the Advance Bank Guarantee and Performance Bond / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with Interest.
- (vi)** To Cancel all or any other Contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii)** To Debar the BIDDER from participating in future Bidding processes of the Government of Chhattisgarh for a Minimum period of Five years, which may be further extended at the discretion of the CORPORATION.
- (viii)** To Recover all Sums paid in violation of this Pact by BIDDER(s) to any Middlemen or Agent or Broker with a view to securing the Contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any Contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the CORPORATION, or alternatively, if any close relative of an officer of the CORPORATION has financial interest / stake in the BIDDER'S Firm, the same shall be disclosed by the BIDDER at the time of filling of Tender. Any failure to disclose the interest involved shall entitle the CORPORATION to rescind the Contract without payment of any compensation to the BIDDER.

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

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

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

7.8 FALL CLAUSE

The BIDDER undertakes that if has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present Bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to

the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the Contract has already been concluded.

7.9 INDEPENDENT MONITORS

- 7.9.1** The CORPORATION will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 7.9.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.9.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.9.4** Both the parties accept that the Monitors have the right to access all the documents relating to the Project / Procurement, including minutes of meetings. The Monitor shall be under Contractual obligation to treat the information and documents of the BIDDER / Sub Contractor(s) with confidentiality.
- 7.9.5** As soon as the Monitor Notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- 7.9.6** The Monitor will submit a written report to the designated Authority of CORPORATION / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.10 FACILITATION OF INVESTIGATION

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

7.11 LAW AND PLACE OF JURISDICTION

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

7.12 OTHER LEGAL ACTIONS

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

7.13 VALIDITY

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

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

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

CORPORATION

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department / PSU

Witness

Witness

1)
.....

1)
.....

2)
.....

2)
.....

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR (C.G.)

SECTION-08

PROFORMA

(APPLICABLE AFTER THE AWARD OF TENDER)

FORMAT : 8.1

AGREEMENT

This agreement No----- made on the -----Day of -----
Month, Year 20----- between Managing Director / Executive Engineer,
C.G.S.W.C., Raipur (Name and address of Employer) (hereinafter called “the
Employer”) on the one part, and M/S -----
----- [Name and Address of Contractor] (here in after called “the
Contractor” of the other part), where the Employer is desirous that the Contractor
execute: White Wash, Colour Wash & Painting Work at “-----” Distt-----
-----, [Name and Identification number of Contract] (hereinafter called “the
Works”) and the Employer has accepted the Bid of the Contractor for the execution
and completion of such works and the remedying of any defects therein at a cost of
Rs. ----- (Rupees ----- Only) at ---
-----% ----- (In Words-----
-----) C.G.P.W.D. S.O.R. (as mentioned in Tender Document)]

| |
|---------------------------------|
|at |
| ----- |
| a) Cost of work put to Tender:- |
| Rs ----- |
| b) Cost as per agreement- |
| Rs. ----- |

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the condition of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement herein after mentioned, the works and remedy any defects therein in conformity in all aspects with the provision of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein in the Contract price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- i) Letter of Acceptance
- ii) Notice to proceed with the works
- iii) Contractor's Bid
- iv) Conditions of Detailed NIT
- v) Condition of Form-A
- vi) Special & General Condition of Contract
- vii) Specifications
- viii) Drawings & Designs
- ix) Bill of Quantities and
- x) Submission of Construction programme and any other Correspondence made by the Corporation in connection with the execution of work.
- xi) Any other Document appended with the agreement as forming part of the Contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

Signature of Witness

Signature of the Contractor

Name & Address

Name & Address of Contractor

Signature of Witness

Signature of the Competent

Name & Address

Authority

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR

FORMAT:8.2

NOTICE TO CONTRACTOR TO START WORK

Your Contract for the had been accepted by the C.G. State Warehousing Corporation, Raipur on the day.....Month of Year 20..... and you are hereby ordered to commence the work.

Managing Director / Executive Engineer

C.G. State Warehousing Corporation

The Notice to the Contractor(s) to Start work from the

Memorandum No. Dated.....

Managing Director / Executive Engineer

C.G. State Warehousing Corporation

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR

FORMAT : 8.3

COMPLETION CERTIFICATE

In pursuance of this agreement dated the day of
.....20 , between Contractor Shri..... and
the Chhattisgarh State Warehousing Corporation, it is hereby certified that the
said Contractor has duly completed the
work.....
.....

Assistant Engineer

C.G. State Warehousing Corporation

Executive Engineer

C.G. State Warehousing Corporation

C.G. STATE WAREHOUSING CORPORATION

N-3, AVANTI VIHAR, RAIPUR (C.G.)

SECTION:09

APPENDIX-I

CHHATTISGARH STATE WAREHOUSING CORPORATION

APPENDIX-I (iii)

Documents to be Submitted in support of Eligibility

| | |
|-----|---|
| 1 | Appendix - I |
| 2 | Documents to be submitted in support of Eligibility [Appendix-I (iii)] |
| (a) | Copy of Partnership Deed, Copy of Memorandum and Articles of Association and other documentary evidence for Constitution / legal status..(Duly Attested by Partner / Director / Company Secretary / Chartered Accountant.) |
| (b) | Power of Attorney for authorized signatory. (On a Non Judicial stamp Paper of requisite value duly Notarized by Notary .) |
| (c) | Copies of latest Income Tax Clearance Certificate or Income Tax Returns of last Preceeding Years e 2012-13/ 2013-14. |
| (d) | The Bidder has to furnish a minimum Average Annual Financial Turnover of 30% of the Value of the Estimated cost of Tender opted during the last three Financial years ending 31 st March ie. 2010-11, 2011-12, 20 12-13 or 2011-12, 2012-13, 2013-14. (Certified by Chartered Accountant) |
| (e) | PWD Registration |
| (f) | Bank Solvency Certificate from any Nationalised or Scheduled Bank of 15 % of the scheduled Tender Amount for each Location which shall not be more than Twelve Months Old from the date of Invitation of the NIT. |
| (g) | PAN Card Copy issued by the competetent Authority. |
| (h) | Affidavit regarding Relationship & Non Black Listment in any Department [Appendix-1 (iv)]. (Duly Notarized) There should be No affiliation of the Contractor with the employees of the Corporation holding responsible posts concerning the Award and execution of the Contract and the Contractors having adverse reports, litigations and impending Court cases with C.G. State Warehousing Corporation or other agencies for any unsatisfactory performance of work in previously awarded Tenders will be debarred from participating in the Tender. |
| (i) | Latest Valid VAT/SALE TAX/ Works Contract Registration Certificates |

I verify that all the Documents submitted by Me / Us, Offline in support of my Eligibility are True and Correct and can be verified by the Authority at any stage and if found Wrong / False I will be liable for the punitive action.

Signed by an Authorized Officer of the Bidder (Deponent)

Title of Officer:

Name of Bidder

Date

CHHATTISGARH STATE WAREHOUSING CORPORATION

APPENDIX- I (iv)

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF 100 Rs BEFORE PUBLIC
NOTARY.

AFFIDAVIT

I,s/o..... aged about..... Years, resident ofDeclare and solemnly affirm as under.

1. That I am the Authorized signatory ofand I am competent to make this Affidavit on behalf of(Bidder) for the Bid relating to White Wash, Colour Wash & Painting Work of C.G. State Warehousing Corporation at specified Locations in the State of Chhattisgarh (Including Three Years Performance Gurantee) , called by the Chhattisgarh State Warehousing Corporation .
2. That My / Our concern M/s_____ fulfill all the Technical and Financial parameters as provided in the Tender Documents to participate in the Tender process and to accomplish all the Tendered work in designated manner if selected.
3. That the various Stipulations & Conditions of the Bid Document aforesaid are acceptable to Me / Us.
4. That My / Our concern M/s _____ has if ever been Debarred / Black listed by any State Government / Central Government or by any Public Sector Undertaking, or other Organisation for deficiency in quality of service and or products and that such Debar / Blacklisting doesn't exists and My / Our concern M/s _____ is fully eligible to participate in the Tender process on the date of submission of the Tender.
5. That My / Our concern has never abandoned any assignment of similar nature in India or abroad and any such Contract Awarded to us for such works have never been rescinded and My / Our concern M/s _____ is not Blacklisted or Debarred on the date of submission of Tenders and that there is No pending dispute regarding inferior Construction and / or service during the submission of contract.
6. That No near Relative is posted (Responsible for Award and Execution of Contracts) in the Corporation as mentioned in Tender Documents.

-
7. That My / Our concern don't have any adverse reports, litigations and impending Court cases with C.G. State Warehousing Corporation for any unsatisfactory performance of work in previously awarded Tenders and during the submission of Tender No such Debarment and Blacklisting is pending on me from the C. G. State Warehousing Corporation..
 8. I verify that all the Statements and Documentary information submitted by Me / Us are correct and if at any stage the submitted information is proved to be incorrect then I / We will be solely responsible for any punitive action.

Signed by an Authorized Officer of the Bidder (Deponent)

Title of Officer:

Name of Bidder

Date