



RAIPUR DEVELOPMENT AUTHORITY

Bhakt Matakarma Commercial Complex,

New Rajendra Nagar, Raipur (C.G.) - 492006

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Ref. No. :

Raipur, Dated :

CORRIGENDUM -1 ISSUED ON 30/01/2016

NOTICE FOR TENDER

NAME OF WORK: NIT for the work of "implementation of ERP solution "at R.D.A.

NIT No. 5

Dated 25-01-2016

Noted: Point to be perceive as clause No. 28.4 of Tender document .

1) **28.4** The net unit rate (Inclusive service tax & all other applicable taxes) shall Be calculate shown in the financial bid & shell be bear by bidder.

Corrected and Shell be read as Taxes: All other dues regarding taxes including the commercial tax & **service tax** karmakar kalian upkar (Adhiniyam 1996) other duties etc. levied on the bidder/contractor's work by Govt. & local bodies or private individuals will be payable by the contractor, the authority will grant a certificate for the quantities actually used on the work but will not entertain any claim on his account.

2) In Addition to that percentage Rate tender And Contract for works is added from page no 1 to 14 .


3) Document should be submitted in Three separate Envelop

Envelop (i) consisting EMD & Tender Cost

Envelop (ii) consisting technical Bid

Envelop (iii) consisting Financial Bid

(i) website (ii) Notice Board


Chief Engineer
Raipur Development Authority
Raipur(C.G.)



RAIPUR DEVELOPMENT AUTHORITY, RAIPUR (C.G.)

Name of work: **IMPLEMENTATION OF ERP SOLUTION SAP, Navision, Oracle E-Business at RDA**

Name of Contractor :

Cost of Tender Form : **Rs. -3000/-**

Amount Deposited : Vide M. R. No Date.

Estimate cost : **Rs. 60,00,000/-.**

Earnest money : **Rs.45,000/-**

Issue of Tender Form Dt. : 26/01/16

Last date issue of Tender Form : 12/02/16

Submission of Tender Form dt. : 12/02/16

Date of Tender Opening Tech bid : Date 16/02/16 to 18/02/16 (04:00 PM)

Date of Tender Opening Fin bid : Date 22/02/16 to 23/02/16 (04:00PM)

NODAL Officer(MIS)
Raipur Development Authority
Raipur (C.G.)

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NODAL Officer (MIS)
Raipur Development Authority
Raipur (C.G.)

RAIPUR DEVELOPMENT AUTHORITY, RAIPUR (C.G.)
TENDER FORM 'A'

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General rules and Conditions for Guidance of the SI.

All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places signed by the Nodal Officer, Raipur Development Authority, Raipur.

N.I.T. will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentage, if any, to be deducted from bills. It will also state whither a refund of quarry fees, royalties and ground rents will be granted. Copies of the specifications, designs and drawing and a schedule of items and rates of the various description of work, and other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender, shall also be open for inspection by the SI at the Office of the authority selling the tender forms during office hours.

2. In the event of the tender being submitted by a firm, and must be signed separately by each member thereof in 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 produce with the tender ant it must disclose that the firm is registered under the Indian Partnership Act. Attested copy of partnership deed is enclosed.

3. Any person, who submits a tender, shell fill up above or blow the S.O.R. specified in rule-1 he is willing to undertake the work. Only one rate of percentage above or below the S.O.R on all the scheduled items shall be named. Tender 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 conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but SI who wishes to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

4. The authority receiving the tenders of his duty authorized assistant, will open tenders in the presence of any intending SI who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tender.

5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

6. The receipt of a Clerk for any money paid by the SI will not be considered as any acknowledgment of payment of the Chief Executive Officer, Raipur Development Authority, Raipur and the SI shall be responsible for any other person duly authorized by Account Officer.

7. The memorandum of work tendered for and the Schedule of License & Implementation Service to be supplied by the Development Authority, Raipur and their issue rates shall be filled in & completed before the tender form is issued. If a form is issued to an intending to tenderer, without having been so filled it and completed, he shall request the office to have this done this done before he completes and delivers his tender.

TENDER FOR WORKS

I/We hereby tender for the execution, for the Raipur Development Authority, Raipur of the work specified in the under written memorandum within the time specified in such memorandum at (in figures).....in words)..... percent below/ above the rates entered in the schedule mentioned in rule-1 and in all respects with the specification , drawing and instructions in written referred to in rule-1 the roof and in Clause 12 of the annexed conditions, and with such Licence & Implementation Service as are provided for, by, and in all other respects in accordance with such conditions as far as applicable.

MEMORANDUM

1. (a) Name of work : **IMPLEMENTATION OF ERP SOLUTION
SAP, Navision, Oracle E-Business at RDA**
- (b) Cost of work put to tender : **Rs.60,00,000/-.**
- (c) Earnest Money : **Rs. 45,000/-** F.D.R. in f/o R.D.A Raipur (C.G.)
- (d) Security Deposit (including earnest money) : **05%(FIVE PERECENT)**
- (e) Percentage if any to be work from dated
written ord`er to commence. : **_**
- (f) Completion period . : **01(one) year.**

Should this tender be accepted. I/We hereby agree to abide by and fulfill all terms and provision of the said conditions of the contract annexed hereto as for as applicable or in default, thereof to for flit and pay to the Raipur Development Authority, Raipur or his successors in offices the sum of money mentioned in the said conditions. A separate sealed cover duly super scribed containing the sum of Rs.**45,000/-** as Earnest the full value of which is to be absolutely forfeited to the said/authority or his successors in Office Without prejudice to any other rights or remedies of the said Authority or his successors in office should I/We fail to commence the work specified in the above memorandum or shoulder or should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said condition of the contract, otherwise the said of Rs.**45,000/-** shall be retained by Authority on account of the security deposit specified in clause-1 of the said conditions of the contract.

Signature of Witness
to SI Signature

Signature of the SI
before submission of tender

Occupation

Date the Day of 201

Address

Date of Day of 201

The above tender is hereby accepted on behalf of the Development Authority, Raipur

Date of Day of 201

Signature of the Officer
by whom accepted.

CONDITIONS OF CONTRACT

DEFINITION:

1. The "SI" means the document , forming the Notice Inviting Tender documents submitted by the renderer and acceptance thereof including the format agreement executed between the Raipur Development Authority, Raipur and the SI.
2. In the contract the following expressions shall unless otherwise required by the context have the means hereby respectively assigned to them :-
 - a) The expressing "Works" or "Work" shall, unless there mean something either in the subject or context repugnant to such contraction, be Implemented and taken 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.
 - b) The "Site" shall mean through which work is to be executed under the contract including all scheme.
 - c) The Chief Executive Officer means the Chief Executive Officer, Raipur Development Authority, Raipur or his authorized officer and his successors in Office.
 - d) The "NODAL Officer" Means, the NODAL Officer who shall supervise & be in charge of the work .
 - e) "Authority" shall mean the Raipur Development Authority, Raipur, C.G.

Clause- 1. SECURITY DEPOSIT

The person whose tender may be accepted (hereinafter called the SIs, Which expression shall unless excluding by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) deduct the security deposit as under:-

The Security Deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be earnest money plus a deduction of 5 percent from the payment made in the running bill, till the who together amount to 5 percent of the cost of the works executed when the same exceeds the cost of work put to tender.

Clause 2. COMPENSATION FOR DELAY

The time allowed for the carrying out the work as entered in the tender form, shall be strictly observed by the SI and shall be deemed to be the essence of the contract & shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the SI, for a work where completion is upto 5 months.

For works, for which the completion period is beyond 6 months:- The periods will reckoned from the thirtieth day after the date on which the order to commence the work is used to be the contract. The work shall throughout the stipulated period on contract be proceeded with all due diligencein view that time is the essence of the contract. The SI shall be bound in all cases, in which the time allowed for work exceeds one month , to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract elapsed 3/8th of the work before 1/2 of such time has and 3/4th the work before 3/4th of such time has elapsed the event of the SI failing to complete with the all condition the NODAL Officer shall levy or the contract as compensation an amount equal to:-

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

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

The decision of the Chief Engineer shall be final.

The delay departmental assistance ingrained in the contract will be taken duly into account while recovering the compensation for the delay in the scales prescribed above where the Engineer-in-charge decides that the SI is liable to pay compensation for giving proportionate progress under the clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit & shall be refunded if the SI subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any.

Clause-3 ACTION WHEN WORK INCOMPLETE ABANDONED OR DELAYED BEYOND THE PERMITTED ALLOWD BY THE NODAL OFFICER.

In any case in which under any clause or clauses of this contract the contract shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) of committed a breach of any of the rules, contained in the clause – 24 of in the case of abandonment of the work, except due to permanent disability or death of the SI or any other cause, the NODAL Officer on behalf of the Authority shall give a notice before 15 days for work costing up to Rs. 10.00 Lacs and before 30days for works costing above Rs. 10.00 Lacs, and in the event of the SI failing to comply with the directions contained in the said notice, shall have power to adopt any of the following courses, as the may deem best in the interest of the Authority.

a) To rescind the contract (of which rescission notice in written to the SI under the hand of the NODAL Officer shall be conclusive evidence) & in which case the security deposit of the SI shall stand forfeited & be absolutely at the disposal of Authority.

b) To employee paid by the Authority and to supplied materials to carryout the work or any part of the work, debiting the SI with the cost price of the materials (of the amount of which cost & price certificate of the NODAL Officer shall be final &conclusive against the contract) & crediting him with the value of the work done in all respects in the same manner & the same rates as if it had been carried by the NODAL Officer, which-ever us less. The certificates of the NODAL Officer as to the value of the work done shall be final & conclusive against the SI.

c) To measure up the work of the SI& take such part there of as shall be unexecuted out of his hands, & to give it to another SI to complete in which case ant expenses which may be incurred in excess of the sum which would have been paid to the original SI, if the whole work had been executed by him (of the amount of which would excess certificate in writing of the NODAL Officer shall be final & conclusive) shall be borne & paid by the original SI& may be deducted from any money due to him by Authority under the contract or otherwise or from his security deposit or the proceeds of any sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the NODAL Officer, the SI shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any License & Implementation Service or entered into any agreements or made any advances on account of with a view to, the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the SI shall not be entitled to recover of be paid any sum for any work thereto for actually performed under the such work & the value payable in respect thereof & he shall only be entitled to be paid the value so certified.

Whenever action is taken under clause 3 (a) the SI's bill shall be finalized up within three months from the date of rescission both in the case of building works & road & bridge works.

Clause. 4 POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF LICENSE & IMPLEMENTATION SERVICE OR SALE OF SI'S AUTHORIZATION ETC.

In case in which any of the powers, conferred upon the NODAL Officer by clause-3 hereof, shall have become exercise able & the same shall not be exercise thereof shall not constitute a waiver of any of the conditions hereof & such power shall not withstanding be exercisable in the event of any future case of default by the SI for which by any clause or hereof he/is declared liable to pay compensation shall remaining unaffected. In the of the NODAL Officer putting either of the power (a) (b) or (c) vested in his under proceeding.

Clause he may if he so desires, take possession of License & Implementation Service, in or upon the work, or the site thereof or belonging to the SI or procured by him & intended by him 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. If in case of these not being applicable, at current rates, to be certified by NODAL Officer whose certificate there of shall be final, other wise the NODAL Officer may be notice in written to the SI or his clerk of the works, foreman or other authorized agent require him to remove such License & Implementation Service from the premises (within a time to be specified in such notice) & in the event of the SI failing to comply with any of such requisition, the NODAL Officer may remove them at the SI's expenses or sell them by auction or private sale on account of SI & at his risk in all respects & the certificate of the NODAL Officer to & expense of any such sale shall be final & conclusive against the SI.

Clause- 5 EXTENSION OF TIME:

If the SI shall desire of the for completion of the work on the grounds of his having been unavoidable hindered in its execution or any other ground he shall apply in writing to the NODAL Officer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid & the Chief Engineer/NODAL Officer shall if in his opinion (which shall be final) reasonable ground are shown therefore, the Chief Engineer they authorize such extension for period not exceeding three months. Any further extension shall be sanctioned by the Chief Executive Officer, provided always where the has recommended the grant of the Extension/permitted the SI to carryout the work reserving the right of the Authority to impose the liquidated damages (as provided under the agreement) 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 SI an opportunity to be heard before taking final decision.

Clause- 6 FINAL CERTIFICATE

On completion of the work, the SI shall be furnished with a certificate by the Assistant Engineer/NODAL Officer of such completion in the form appended at the end , but no such certificate shall be given , until the work shall have been measured by the NODAL Officer whose measurements shall be binding & conclusive against the SI. If the SI shall fail to comply with the requirements of this clause the SI shall forthwith may the amount of all expenses so incurred, and shall have no claim in respect of any such surplus License & Implementation Service as aforesaid, except for any such actually realized by the sale thereof.

Clause-7 PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED S ADVANCES.

No payments shall ordinarily be made for works estimated to cost less then Rs. 1000/- (Rupees one thousand) till after the whole of the works shall have been completed & certificate of completion given, but if intermediate payment during the course of execution of works is considered desirable in the interest of the works, the SI may be paid at the discretion of the NODAL Officer. But in the case of works estimated to cost more than Rupees one thousand, the SI shall submitting the bill therefore be entitled to receive a monthly payment. Proportionate to the part thereof then approved & passed by the Engineer, whose certificate of such approval & passing of the sum so payable shall be final & conclusive against the SI. But all such intermediate payments shall be regard as payments by the way of advance against the final payment for works actually done & completed, & shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed & 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 accruing of any claim, not shall it conclude, determine, or affect in any way the power of the NODAL Officer under these condition of any of them as to the final settlement & adjustment of the account or other wise, or in any others way effect. The final bill shall be submitted by the SI within one month of the date fixed for completion of the work, otherwise NODAL Officer's certificate of the measurement & of the total amount payable for the work accordingly shall be final & binding on all parties.

Clause-8 BILL TO BE SUBMITTED

A bill shall be submitted by the SI as per clause No. 11.4.2 of Tender (ITT) page No. 12 the NODAL Officer shall take or cause to be taken in the requisite measurement for the purpose of having the verified & the claim, as for as admissible, adjusted, if possible, before expiry of the ten days form the presentation of the bill, if the SI dose not submitted the bill within the time fixed as aforesaid the NODAL Officer may dispute a subordinate to measure up the said work in the presence of the SI whose counters signature to the measurement list will be sufficient warrant ; and the NODAL Officer may prepare a bill from such list which shall be binding on the SI in all respects.

Clause- 9 BILL TO BE PRINTED FORMS:

The SI shall submitted all bills on printed forms to be had on application at the office of the NODAL Officer& the charges in the bills shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned for in the tender at the rates hereinafter provided for such works.

Clause- 10 RECEIPTS TO BE SIGNAD BY PARTNERS AND RERSONS HAVING AUTHORITY TO DO SO

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

Clause-11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION SCOPE OF WORK ETC.

The SI shall execute the whole & every part of work in the substantial & workman like manner, & both as regards License & Implementation Service& otherwise in every respect in strike accordance shall also confirm exactly fully & faithfully to the designs, drawings & instructions in writing relating to the work signed by the NODAL Officer lodged in his office & to which SI shall be entitled to have exceeds to such office or on the site of the work for the purpose of inspection during office hours & the SI shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

C.G. P.W.D. specifications shall applied along with the various I.S.I. codes in the case of any variance, the following order of precedence shall prevail:-

- 1) Specifications as per N.I.T.
- 2) Specifications as per S.O.R of the Raipur Circle on which tender has been called.
- 3) I.S.I code/ I.R.C. specifications.
- 4) C.G. P.W.D. specifications.
- 5) Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode measurement is not specified in the S.O.R. it shall be done as per I.S.I. code of building measurement. However, if any mode of measurement is specifically mentioned in the N.I.T. The same will gate precedence over all the above.

Clause- 13 ADDITION ALTERATIONS IN SPECIFICATIONS & DESIGNS:

The Chief Engineer shall have power to make any alteration in, omissions, from additions to, or substitutions for, the original specifications, drawings & instructions ,that may appear to him to be necessary or advisable.

during the progress of the works, and the SI shall bound to carry out the work in accordance with any instructions which may be given to him to writing signed by the NODAL Officer such alternations omissions additions or substitutions shall not invalidate the contract and any altered, additional of substituted work which the SI may be directed to do in the manner above specified as part of the work shall be carried out SI on the same conditions in all respects on which he agree to do the main work & at the same rates as are specified in the tender for the main work, provided total value of such increased or altered or substituted work dose not exceed 25% of the amount put on tender inclusive of SI's percentage. If such value exceeds 25% it shall be open to the SI either to determine the contract or apply for extension.

Clause- 13.1 EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS:

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original SI's work and certificate of the NODAL Officer shall be conclusive as to such proportion.

Clause-13.2 RATES FOR WORKS NOT IN SCHEDULE OF RATES:

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of the work shall be carried out at the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below/above the schedule of rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction, addition and if such class of work is not entered in & arranged to carry in out in such manner as may be considered advisable provided always & if the SI shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then & in such case he shall only be entitled to the paid in respect of the work carried to such rate or rates be fixed by the NODAL Officer, in the event of a dispute the decision of the Chief Executive Officer, shall be final.

If the SI commence non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the NODAL Officer then he shall be entitled for payment for the work done as may be finally decided by the NODAL Officer. In the event of dispute, the decision of the Chief Executive Officer shall be final.

Clause- 14 NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OUR RESTRICTION OF WORK:

In any time after the execution of the contract documents the NODAL Officer, for any reason whatsoever require 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 SI he shall give notice in writing of the fact to the SI who shall thereupon suspend or stop the work totally as the case may be.

In any such case, except as provided hereunder, the SI shall have no claim to any payment or compensation whatsoever on account of any profit 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 accounts of License & Implementation Service purchased or agreed to be purchased, or for unemployment of employee recruited by him. He shall not also have claim for compensation by the reason of any alteration having been made original specification, drawings & instruction which may involve any curtailment of the work as originally contemplated. Where, however, License & Implementation Service have already been purchased or agreed to be purchased by the SI shall be paid for such License & Implementation Service at the rates determined by the NODAL Officer, provided they are not in excess of requirements & are of approved quality &/or shall be compensated for the loss, if any, that he may be put to, in respect of License & Implementation Service agreed to be purchased by him, the amount of such compensation to be determined by the NODAL Officer, whose decision shall be final. If the SI suffers any loss on account of his having to pay employee charges during the period during which the stoppage of work has been ordered by his clause, the SI shall, on application be entitled to such compensation on account of charges as the NODAL Officer, whose decision shall be final, may consider reasonable. Provided the SI shall not be entitled to any compensation on account of employee charges, if in the opinion of the NODAL Officer, the employee could have been employed by the SI elsewhere for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

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

Clause-15 TIME LIMIT FOR UNFORESEEN CLAMS:

Under no circumstances what-ever shall the SI the entitled to any compensation from Authority on any account unless the SI shall have submitted a claim in writing to the Chief Engineer within one month of the cause of such claim occurring.

Clause- 16 ACTIONS AND COMPENSATION PAYABLE IN CASE OF BAD WORKS:

If at any time before the security deposit is refunded to the SI, it shall appear to the NODAL Officer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with License & Implementation Service of inferior quality, or that any License & Implementation Service or articles provided by him the execution of the work at unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the NODAL Officer to intimate this fact in writing to the SI & then notwithstanding the fact that the work, License & Implementation Service of articles complained of may have been inadvertently passed, certified & paid for, the SI shall be bound forthwith to rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the License & Implementation Service of articles so specified & provide other proper & suitable License & Implementation Service or articles at his own proper charges & cost, & in the event of his failing to do so within a period to be specified by the NODAL Officer in the written intimation aforesaid, the SI shall be liable to pay compensation at the rate of one percent on the case of any such failure the NODAL Officer may rectify or remove & re-execute the work or remove & replace the License & Implementation Service or articles complained of as case may be at the risk & expense in all respects of the SI. Should the NODAL Officer consider that any such inferior work or License & Implementation Service 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 therefor. In the event of any dispute the decision of Chief Engineer shall be final & binding on both the party.

If the SI commence non-schedule work or incur expenditure in regard there to before the rates shall have been determined by the chief Engineer than the he shall be entitled for payment for the work done as may be finally decided by the chief Engineer. In the event of dispute, the decision of the Chief Executive Officer shall be final.

Clause- 17 WORK TO BE OPEN FOR INSPECTION SI OR RESPONSIBLE AGENT TO BE PRESENT

All work under or in course of execution or execute in pursuance the contract shall be all time be open to the inspection & supervision of the NODAL Officer & his subordinates and the SI shall at all times during the usual working hours, & at all other times at which reasonable of the intention of the NODAL Officer or his instruction or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the SI himself.

Clause. 18 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

The SI shall give not less than five days notice in writing to the NODAL Officer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured & correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the NODAL Officer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the SI's expenses, or in default thereof, no payment or allowance shall be made for such work of the License & Implementation Service with which the same was executed.

Clause- 19 SI LIABLE FOR DAMAGE & FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE

If the SI or his work people or servants shall break, deface, injure or destroy any part of premises on which the work or any part of it is been executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in at within three months (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the NODAL Officer as aforesaid the SI shall make the same at his own expenses or in default, the NODAL Officer may cause the same to be made good by other work man & deduct the expenses (of which certificate of the NODAL Officer shall be final) from any sum that be than or at any thereafter, may become due to the SI or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The SI hereby also cove gents, that it shall be his responsibility to see that the Software Implemented& Executed.

under this SI do/dose not leak during the period of two consecutive season after its (their) completion & if any defects are pointed out to him by the NODAL Officer during the said periods, the expenses thereof from him at his own expenses or in default the NODAL Officer may them removed & deduct the expenses thereof from any sum that may be than due to or may become due to the SI or from the security deposits of the SI, on amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the software are tested during two consecutive reasons as aforesaid & the defects are fully removed & if any amount still remains due to this account after making deduction as aforesaid the same may be recovered from his as an arrears of data & cash Security. The security deposit of the SI to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realized. 25% of the amount shall be refunded on maintenance period being over, event if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

Clause- 20 SI to do Project preparation, Blue Print, Realization, Final Preparation & Go live & support.

The SI shall do such activity at his own cost (except such special License & Implementation Service) requisite for the proper execution of the work, whether original, altered or substituted, & whether included in the specifications or other documents forming part of the SI reoffered in these conditions or not or which may be necessary for the purpose of satisfying SI referred to in these conditions or not or which may necessary for the purpose of satisfying or complying with the requirements of the NODAL Officer 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 & from the work. The SI shall also supply without charge requisite necessary for the purpose of setting out works & counting, weighing & assisting in the measurement or examination at any time & from time of the work or License & Implementation Service, failing his so doing the same way may be provided by the NODAL Officer at the expense of the SI and the expenses may be deducted from any money due to the SI under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

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

Clause- 21 COMPENASATION UNDER SECTION 12, SUB – SECTION (1) OF THE WORKMAN’S COMPENSATION, 1923.

In every case in which by virtue of the provisions of section 12, subsection (1) of the workman’s completion Act, 1923. Authority is obliged to pay compensation to a workman employed by the SI in execution of the work, Authority will recover from the SI the amount of compensation so paid & without prejudice to the rights of the Authority under section (1) sub-section (2) of the said Act, Authority shall be at liberty to recover the amount or any part thereof by deduction from the security deposit or from any sum due by Authority the SI whether under this contract or otherwise authority may not be bound to contest any claim made against them under section-12, sub section (1) of the said Act except on the written respects of the SI& upon his giving to the Authority full security for all cases for which Authority might become liable in co sequence contesting such claim.

Clause- 22 LABOUR

The SI should himself registered under contract lab our regulations & abolition Act, 1970 including amendments after getting a certificate Fromm the principal employer, who will be Engineer-in-charge.

Clause- 23

Labor below the age of 12 years:- No lab our below the age of 12 years shall be employed on the work.

Clause – 24 FAIR WAGE:

The SI shall pay not less than fair wage to Employee engaged by him on the work. Explanation:-

(a) “Fair Wage” means the wage whether for time or piece work notified at the time of inviting tenders for the work & where such wages have not been so notified, the wages prescribed by the works Department for the division in which the work is done.

(b) The SI shall, notwithstanding the provision of any contract to the contrary caused to be paid fair wage to Employee indirectly engaged on the work including any lab our engaged by his sub-SIs in connection with the said work, as if the Employee had immediately by him.

(c) In respect of Employee directly or indirectly employed on the works for the performance of the SI's, part of this agreement the SI shall comply with or cause to be complied with the Labor Act. In force.

(d) The NODAL Officer/ Assistant Engineer shall have the right to deduct, from the money due to the SI , any sum required or estimated to be required for making good the laws suffered by a workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages of deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.

(e) The SI shall be primarily liable for all payments to be made under & for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-SIs.

(f) The regulation aforesaid shall be deemed to be a part of this contract & any breach thereof shall be deemed to be a breach, of this contract.

Clause- 25 WORK NOT TO BE SUBLET:

The contract may be rescinded & security deposit forfeited, for subletting, bribing or if SI become insolvent.

The contract shall not be assigned are sublet without the written approval of the NODAL Officer, & if the SI shall assigns or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceeding for make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite , regard of advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the SI, or any of his servants, or agents to any public office or person in the employ of Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in shall contract, the NODAL Officer may there up by notice in writing record the contract, & the S.D. of the SI shall be there upon stand forfeited & be absolutely at the disposal of Authority, & the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof , & in addition the contract shall not be entitled to recover or be paid for any work there to fore actually per firmed under the contract.

If the SI gets item/items of work executed on a task rate basis with or without License & Implementation Service, this shall not amount to sub-letting of the contract.

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

Clause-26

All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be the use of Authority without reference to the actual loss or damages sustained whether or not by damage shall have been sustained.

Clause- 27 CHARGES IN THE CONSTITUTION OF FIRM:

In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the SI to the NODAL Officer for this information.

Clause- 28 WORK TO BE UNDER THE DIRECTION OF NODAL OFFICER:

All works to be executed under the contract shall be executed under the direction & subject to the approval in all respect of the NODAL Officer for the time being who shall be entitled to direct at what point are points & in what manner they are to be commenced, & from time to time carried on.

Clause- 29 ARBITRATION CLAUSE:

Except as otherwise provide in this contract all question & dispute relating to the meaning of the specifications, designs, drawings & instruction herein before mentioned & as to thing what so ever in any way arising out of or relating to the contract, designs, specifications, estimates, concerning the works, or the excusing of failure to executive the sum whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chief Engineer in writing for his decision, within a period of 30 days of such occurrence. Thereupon the Chief Engineer shall give his written instructions & / or decision 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, the parties shall promptly without delay to comply such instruction or decisions. If the Chief Engineer fails to give his instruction or decisions in writing within the period of 60 days of the parties may within 30 days prefer an appeal to the Chief Executive Officer who shall afford an opportunity to the parties of being heard to offer evidence in support of this appeal. The Chief Executive Officer will give his decision within 90 days. If any party is not satisfied with the decision of the Chief Executive Officer, he can refer such disputes for arbitration by an Arbitration Board to be constituted by the State Government. Which shall consist of three members of whom one shall be chosen from among the Officers belonging to the Department not below the rank S.E. one Retired Chief Engineer of any Technical Department, & one servicing Officer not below the rank S.E. belonging to another technical department.

The following are also terms of this contract namely:

- (a) No person other than the aforesaid Arbitration Board constituted by the Government (to handle cases of all Technical Departments) shall act as Arbitrator & if any reason that is not possible, the matter shall not be referred to Arbitration at all.
- (b) The State government may at any time effect any change in the personnel of the Board, & the new members or members appointed to the Arbitration Board shall be entitled to proceed with the reference from the wage at which it was left by his or their predecessors.
- (c) The party invoking arbitration shall specify the dispute or dispute to be referred Arbitration under this cause together with the amount or amounts claimed in respect of each such dispute (s).
- (d) Where the party invoking arbitration is the SIs no reference for arbitration shall be mentionable , less the SI furnishes a security deposit of a sum determined according to the table given below & the so deposited shall on the determination of Arbitration proceedings be adjusted against the cost, if any awarded by the board against the party & the balance remaining after such adjustment or in the absence of the much cost being awarded, the whole of him sum shall be refunded to hi within one month from the date of the card.

Amount of claim	Rate of Security Deposits
For claim below Rs. 10,000/-	5% of the amount claimed.
For claim of Rs. 10,000/- &	3% of the amount claimed.
Above but below Rs. 1,00 Lac	Subject to minimum of Rs. 500/-
For claims of Rs. 1,00 Lac &	2% of the amount claimed.
Above	Subject to a minimum of Rs. 3,000/-

- (e) If the SI dosenot make any demand for arbitration in respect of any claim (S) in writing within 90 days of receiving intimation from the NODAL Officer that the final bill is ready for payment, the claim of the SI shall be deemed to have been waived & absolutely barred & the authority shall be discharged or released of all liabilities under the SI in respect to such claims.

- (i) The Arbitration Board may from time to time, with the consent of the parties extend the time for making the award.
- (g) A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the SI & payment as per terms & conditions of the agreement shall be continued by the Department.
- (h) Except where otherwise provided in this contract. The provision of the Arbitration Act, 1940 & the rules made there under for the time being in force, shall apply to the Arbitration under this clause.

Clause- 30 LUMP SUMS IN ESTIMATES:

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

Clause- 31 AUCTION WHERE NO SPECIFICATION:

In the case of any class of work for which there is not such specification as is mentioned in Rules, such work shall be carried out in accordance with the specification approval by Chief Engineer for application to works in the district & 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 & requirements of the NODAL Officer.

Clause- 32 CONTRACTOR'S PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNTS OF FILL:

The percentage referred to a act, Para 7 of the tender will be deducted from/added to the gross amount of the bill for work done.

Clause- 33 CLAIM FOR QUANTITIES ENTERED IN THE TENDER OF ESTIMATE:

Quantities shown in the tender are approximate & no claim shall entertained for quantities of work executed being either more or less than those entered in the tender of estimates.

Clause- 34 CLAIMS FOR COMPENSATION FOR DELAY IN STARTING THE WORK:

No compensation shall be allowed for any delay caused in the starting on the work, or in the case of clearance work, on account of any delay in according sanction to estimates.

Clause- 35 EMPLOYMENT OF SCARCITY LABOUR:

If Government declare a state of scarcity of famine to exist in any village situated within sixteen kilometers of the work, the SI, shall employ upon such part of the work, as are suitable or unskilled labor, any person certified to him by the NODAL Officer/ or by any person to whom the NODAL Officer may have declared this duty in writing, to be in need of relief & shall be bound to pay to such persons wages not below the which Government may have fixed in this behalf. Any dispute which may arise in connection with the termination of this clause shall be decided by the NODAL Officer whose decision shall be final & binding SI.

Clause- 36 REFUNDS OF QUARRY FEES AND ROYALTIES:

All quarry fees, royalties if any should pay by SI, Raipur Development Authority, Raipur will not entertain any claim by the SI on this account.

The Royalties charges for extracting the minerals for the work will be paid by the Contractor to the Collector as per rules & will have to produce royalty clearance certificate before payment of final bill otherwise payment of corresponding amount will be withheld.

Clause- 37 TECHNICAL EXAMINATION:

The Raipur Development Authority shall have the right to cause Audit & Technical Examination of the works & the final bills of the SI including all supporting vouchers, abstracts etc. To be made as per payment of the final bill & if as a result of such Audit & Technical Examination the sum is found to have been over paid in respect of any work done by the SI under the SI or any work claimed by him to have been done protest & found not to have been executed, the SI shall be liable to refund the amount of over payment & it shall lawful for the authority to recover the same from the security deposit of the SI or from any dues payable to the SI from the Authority account if it is found that the SI was paid lesser than what was due to him under the contract is respect of any work executed by him under it, the amount of such under payment shapll be duly paid by the Authority to the SI.

In the case of any audit examination & recovery consequent on the same the SI shall be given an opportunity to explain his case & his case & the decision of the chief Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the SI, on recovery, should be made without orders of the Chief Engineer whose decision shall be final. All action under this clauses should be intimated & intimated to the SI within a period of twelve months from the date of completion.

Clause- 38 DEATH OF PERMANENT INVALIDITY OF SI:

If the SI is an individual or a proprietary concern, partnership concern, dies during the currency of the SI or become permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without laying 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, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms & conditions, under which the contract was awarded.

Clause-39 PENALTY FOR BREACH OF CONTRACT:

On the breach of any terms or condition of the contract by the SI the said authority shall be entitled to for feit the security deposit or the balance thereof, that may at the time be remaining , & to realize & retain the same as damages & compensation for the said breach, but without prejudice to the right of the Authority to recover further sums as damages from any sums due or which may become due to the SI by Authority or other wise howsoever.

NOTICE TO THE SI TO START WORK:

You contract for thehas been accepted by me/Chief/NODAL Officer on behalf of the Authority on theday of201 and you are hereby ordered to commence the work.

Chief Engineer,
Raipur Development authority,
Raipur (C.G.)

The notice to the SI(s) to start work from the -----day of -----201 was issued vide this office memorandum -----dated-----201 -----

Signature of
SI

Chief Engineer,
Raipur Development authority,
Raipur (C.G.)

Note :- i) please read superintending Engineer where ever chief Engineer is written as per this agreement concern.

ii) please read Chief Engineer (O&M) C.S.E.B SOR and specification effective from 2009 to 2010 where ever P.W.D. SOR and specification.

COMPLETION – CERTIFICATE

In pursuance clause 6 of the agreement in Form 'A' dated thebetween the SI Shri.....and the Raipur Development Authority, Raipur , it is hereby certificate that the said SI has duly completed the execution of the work under taken by him thereunder on theday of201.

Signature of the
NODAL Officer/ Assistant Engineer

