

GOVERNMENT OF CHHATTISGARH  
Water Resources Department



**TENDER DOCUMENT  
FOR  
EXPRESSION OF INTEREST**

Name of Project	:	<b>DUDHAWA DAM</b>
Name of work	:	“Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”
Probable amount of contract	:	<b>Rs. .... Lakhs</b>
Amount of Earnest Money	:	<b>Rs. .... Lakhs</b>
Amount of contract	:	Rs.
Name of Contractor	:	
Work Order No. & Date	:	
Agreement No. & Date	:	
Period of contract	:	<b>11 MONTHS</b> (INCLUDING RAINY SEASON) <i>from the date of issue of work order.</i>
Submission of EOI	:	Last date for submission of EOI documents 16.07.2019 till 5.30 PM

EXECUTIVE ENGINEER  
WATER MANAGEMENT Dn. RUDRI  
CODE NO. 38

CHIEF ENGINEER  
MAHANADI PROJECT  
RAIPUR (CG)

## **ABBREVIATION**

CG	CHHATTISGARH
WRD	WATER RESOURCES DEPARTMENT
EOI	EXPRESSION OF INTEREST
GOI	GOVERNMENT OF INDIA
RFP	REQUEST FOR PROPOSAL
DPR	DETAILED PROJECT REPORT
MI	MICRO IRRIGATION
REOI	REQUEST FOR EXPRESSION OF INTEREST
MOEF	MINISTRY OF ENVIRONMENT & FOREST
DD	DEMAND DRAFT
FDR	FIXED DEPOSIT RECIEPT
NEFT	NATIONAL ELECTONIC FUND TRANSFER
RTGS	REAL TIME GROSS SETTLEMENT
BG	BANK GAURANTEE
PQ	PRE QUALIFICATION
CBS	COST BASED SELECTION
CV	CURRICULUM VITAE
GC	GENERAL CONDITION
SC	SPECIAL CONDITION
ITO	INCOME TAX OFFICERS
PAN	PERMANENT ACCOUNT NUMBER
IT	INCOME TAX
ST	SERVICE TAX

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## REQUEST FOR PROPOSAL

Selection of reputed firm for “Balance work of Development and Protection Work Near Dudhawa Dam, in front of Control Room & Construction of Office Building at Dudhawa Distt.- Kanker (C.G.)”.

### Scope Of Works to be Carried out :-

1. The Water Resources Department invites an EOI to national specialized firms to present a proposal for the same which if selected can be taken over to implement.
2. A location and topography of designated area with required parameters of logical choice is to be scouted by the interested firm in the nearest vicinity of left side of D/s of Dudhawa Dam Dist.-Kanker (C.G.)
3. An approximate area of 07 acres needs to be planned and developed in downstream of “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”
4. The concept should be theme based full filling the local, domestic national and international requirements.
5. The concept should be theme based taking care of all section of society.
6. The theme of proposal should cater all age groups of society.
7. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
8. The concept should be based to develop maximum colorful landscapes with adequate landscape and extravagant soft-scopes.
9. The theme should undertake in consideration the educative nature of existing infrastructure of ‘Flowing River’ and dam site.
10. The proposal should include beautification, with horticultural development customized sitting, non-traditional tracks, proper parking and traffic planning proper security measures with boundaries in Left side of Dudhawa Dam, in front of Control Room & office building at Dudhawa Dam.
11. The planning should be incorporating maximum usage of local resources, flora and fauna with good introduction and propagation of non-local plantations.
12. The planning should include designing and incorporation of supportive irrigation system to, cater more than 07 acres of green with minimum man-power.
13. The planning should include complete area illumination plan with a designing for optimization of electrical resources.

14. The proposal should include CPC areas with modular setting/rides for below 14 age groups.
15. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimum civil construction.
16. The planner should be in a position to detail and validate any of every feature planned and suggested in submitted proposal.
17. The involved company is supposed to make arrangement for water distribution and its management for various purposes as per plan.
18. The proposal should allocate proper provisions for organization of local fests etc.
19. The plan should have a provision for organization, sitting and activities for group festivities (upto 150 members per assembly) at a single given spot.
20. A state of art provision for acoustic planning for entire area is envisioned in current planning and same should be elaborated by the tendered.
21. Contrast landscape spots validating the beauty of planning are welcomed in the proposal.
22. Planning should take care of all major public conveniences with their artistic planning and designing so as to camouflage any major civil structure of site.
23. Planning should include river – side leisure sittings with both formal and informal behaviors of surroundings.
24. Shaded and semi – shaded areas need to be planned with adequate sitting facilities.
25. Bio – organic nooses with medicinal plantation and features with other health beneficiary factors may be included in total planning and execution.
26. Some features highlighting educative and depictive nature of projects undertaken by irrigation department (through at the state) may be added.
27. Access to the area in question is to be planned and provided from minimum two or more entry points with design to compliment the informal nature as well as to block the whole compound as and when required (for security purposes).
28. Planner needs to study and evaluate the water level differences at site with various sudden back water flows in case of emergencies such as floods etc.
29. The proposal should include complete base data with depictorial drawings of concept proposed along with support details, including associated BOQ and respective estimation.
30. The criterion for selection and finalization is solely on discretion of deciding bodies and tenderer has no right or whatsoever to contest the same with any legal standing.
31. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in main river.
32. The designing should be in coherence to the Development of L/S area of Dudhawa Dam, and protect the Dam area and in front of Control room.

**OFFICE OF THE EXECUTIVE ENGINEER  
WATER MANAGEMENT DIVISION, CODE NO. 38**

Memo No. 2617 /SAC/Dudhawa Dam /2019-20

Rudri , Dated 20.06.2019

**To,**

**The Director  
Directorate of Public Relation  
Atal Nagar, Raipur (C.G.)**

**Sub :** Publication of “ Expression of Interest (EOI)’ for “ **Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).”**

Please find enclosed herewith thirteen copies of notice for “Expression Of Interest (EOI) for “Balance work of Development and Protection Work Dudhawa Dam Distt.-Kanker (C.G.)

The proposal from agencies from all India level is required to be invited, therefore is requested to please publish notice of “ Expression Of Interest (EOI)” in at least 3 national and 3 – state level Hindi and English News papers before date 27.06.2019

**Encl :-** As above

**Executive Engineer  
Water Management Division Rudri  
Code No. 38 Dist.-Dhamtari (C.G.)**

Endt. No. 2618/ SAC/Dudhawa Dam/ 2019-20

Rudri, Dated 20.06.2019

Copy forwarded to :-

- (1) Secretary, Govt. Of Chhattisgarh, Water Resources Department Mantralaya, Raipur
- (2) Engineer – in – Chief , Water Resources Department Chhattisgarh, Raipur
- (3) Chief Engineer, Mahanadi Project Raipur.
- (4) ETMS Cell, State Data Centre, Raipur for uploading in the website <http://cgwr.in> Announcements.
- (5) Superintending Engineers, MRP Dam Circle, Rudri (C.G.) for information & necessary auction please.

**Encl :-** As above.

**Executive Engineer  
Water Management Division Rudri  
Code No. 38, Dist.-Dhamtari (C.G.)**

**OFFICE OF THE CHIEF ENGINEER  
MAHANADI PROJECT RAIPUR**

Notice No . 01/SAC /2019-20 Rudri

Rudri/date 20.06.2019

**EXPRESSION OF INTEREST (EOI)  
Debitable work (Second Call)**

**“Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”**

The expression of Interest is hereby invited from the leading firms/organizations of India having past experience for handling similar work in Government organization for “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”

Government of Chhattisgarh is interested to develop and beautify its adjoining areas of about 07 acres to further enhance its tourist importance and educational importance of the Dam by “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)” The EOI would be evaluated and shortlist of qualified organization would be prepared. The short-listed organization will be supplied request for proposal (RFP) including Terms of Reference (TOR) and will be given adequate opportunity to submit the proposal.

The interested firms/organizations should furnish full information about their relevant activities, supported by documentary proof, describing their full time and part-time expert staff, office strength financial turnover for last 5 years.

**Application:**

1. Interested agencies have to submit their proposal with non refundable cost of application for as Rs 5000.00 in the form of D.D. in favour of “Executive Engineer, Water Management Division Rudri Code No. 38,Dist.-Dhamtari Chhattisgarh” through speed post/Registered post A/D to the Chief Engineer Mahanadi Project Raipur (C.G.)
  - A. Last date for submission of EOI documents ----- **16.07.2019** till 5:30 PM
  - B. Date of opening of EOI proposal document ----- **22.07.2019**at 3:30 PM
2. Further details regarding the project, can be viewed on sub portal of water Resources Department, Chhattisgarh website <http://cgwrdd.in> **Announcements from Date 27.06.2019**
3. If considered necessary, the eligible organizations shall be called for making a Power Point Presentation at short notice.
4. All the right to reject any or all the responses received, without assigning any reason whatsoever, is reserved.
5. Expression of Interest submitted personally will not be accepted.

**Executive Engineer  
Water Management Division  
Rudri Code No. 38 (C.G.)  
For Chief Engineer  
Mahanadi Project Raipur**

कार्यालय मुख्य अभियंता  
महानदी परियोजना, जल संसाधन विभाग, रायपुर (छ.ग.)

सूचना क्रमांक. 01/एस.ए.सी./2019-20 रूद्री

धमतरी, दिनांक 20.06.2019

“रूचि की अभिव्यक्ति”  
डेविटेवल कार्य (द्वितीय आमंत्रण)

“कांकेर जिले के दुधावा बांध के परिक्षेत्र को विकसित एवं सुरक्षित करने का शेष कार्य।”

भारत के अग्रणी फर्मों/संस्थाओं, जिन्हें शासकीय संस्थाओं में समान प्रकृति के कार्यों का पूर्व अनुभव हो, उन्हें “कांकेर जिले के दुधावा बांध के परिक्षेत्र को विकसित एवं सुरक्षित करने के शेष कार्य” हेतु रूचि की अभिव्यक्ति आमंत्रित की जाती है।

छत्तीसगढ़ सरकार, “कांकेर जिले के दुधावा बांध के परिक्षेत्र को विकसित एवं सुरक्षित” कर पर्यटन को महत्व देने के उद्देश्य से बांध के आस-पास लगभग 07 एकड़ क्षेत्र को विकसित एवं सौंदर्यीकरण हेतु चिन्हांकित किया गया है।

“रूचि की अभिव्यक्ति” के अंतर्गत प्राप्त प्रस्तावों का आंकलन कर योग्य फर्मों/ संस्थाओं की सूची तैयार की जावेगी। चयनित फर्मों/संस्थाओं को निहित शर्तों एवं मापदण्डों के साथ अनुरोध प्रस्ताव उपलब्ध कराते हुए, उन्हे प्रस्ताव जमा करने हेतु समुचित अवसर प्रदान किया जावेगा।

इच्छुक फर्मों/संस्थाओं को उनके संबंधित गतिविधियों का वर्णन उनके पूर्णकालिक और अंशकालिक विशेषज्ञ, कार्यालयीन संख्या बल, पिछले पांच वर्षों का वित्तीय कारोबार इत्यादि से संबंधित पूर्ण जानकारी दस्तावेज के साथ प्रस्तुत करना चाहिए।

**आवेदन**

1. इच्छुक फर्मों/संस्थाओं को अपना प्रस्ताव आवेदन शुल्क रू. 5000/- का डिमाण्ड ड्राफ्ट जो कार्यपालन अभियंता, जल प्रबंध संभाग रूद्री कोड नं. 38 जिला धमतरी के पक्ष में देय हो, के साथ स्पीड पोस्ट/रजिस्टर्ड पोस्ट A/D द्वारा ही मुख्य अभियंता, महानदी परियोजना, जल संसाधन विभाग, रायपुर (छ.ग.) को प्रस्तुत करना होगा। (उपरोक्त राशि वापसी योग्य नहीं है।)



- अ. "रूचि की अभियुक्ति" प्रस्ताव को जमा करने की अंतिम तिथि— 16.07.2019 (5:30 बजे सायं तक)
- ब. "रूचि की अभियुक्ति" प्रस्ताव के खुलने की तिथि – 22.07.2019 (3:30 बजे अपरान्ह)
2. परियोजना एवं कार्य से संबंधित विस्तृत विवरण छत्तीसगढ़ शासन, जल संसाधन विभाग की वेबसाइट <http://cgwrdd.in> Announcements पर दिनांक 27.06.2019 से देखा जा सकता है।
  3. आवश्यकता होने पर योग्य फर्मों/संस्थाओं को पावर प्वाइंट प्रस्तुति देने हेतु अल्प अवधि सूचना देकर बुलाया जावेगा।
  4. किसी भी/सभी फर्मों/संस्थाओं से प्राप्त प्रस्तावों को बिना किसी कारण बताये निरस्त करने का सर्वाधिकार विभाग के पास सुरक्षित रहेगा।
  5. व्यक्तिगत रूप से प्रस्तुत "रूचि की अभियुक्ति" स्वीकार नहीं की जावेगी।

कार्यपालन अभियंता  
जल प्रबंध संभाग रूद्री  
कोड नं. 38, जिला – धमतरी (छ.ग.)  
वास्ते मुख्य अभियंता  
महानदी परियोजना जल संसाधन विभाग रायपुर

## **OFFICE OF THE CHIEF ENGINEER MAHANADI PROJECT RAIPUR**

### **EXPRESSION OF INTEREST (EOI)**

#### **“Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”**

The expression of Interest is hereby invited from the leading firms/organizations of India having past experience for handling similar work in Government organization for “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”

Mahanadi river form the east and south border of the Kanker and Dhamtari Dist. the length of the river is 120 Kms and the area is very fertile.

Government of Chhattisgarh is interested to develop and beautify its adjoining areas of about 07 acres to further enhance its tourist importance by “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”

#### **A. Scope Of Works to be Carried out :-**

1. The Water Resources Department invites an EOI to national specialized firms to present a proposal for the same which if selected can be taken over to implement.
2. A location and topography of designated area with required parameters of logical choice is to be scouted by the interested firm in the nearest vicinity of left side of D/s of Dudhawa Dam Dist.-Kanker (C.G.)
3. An approximate area of 07 acres needs to be planned and developed in downstream of “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”
4. The concept should be theme based full filling the local, domestic national and international requirements.
5. The concept should be theme based taking care of all section of society.
6. The theme of proposal should cater all age groups of society.
7. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
8. The concept should be based to develop maximum colorful landscapes with adequate landscape and extravagant soft-scopes.
9. The theme should undertake in consideration the educative nature of existing infrastructure of Flowing River and dam site.

10. The proposal should include beautification, with horticultural development customized sitting, non-traditional tracks, proper parking and traffic planning proper security measures with boundaries.
11. The planning should be incorporating maximum usage of local resources, flora and fauna with good introduction and propagation of non-local plantations.
12. The planning should include designing and incorporation of supportive irrigation system to, cater more than 07 acres of green with minimum man-power.
13. The planning should include complete area illumination plan with a designing for optimization of electrical resources.
14. The proposal should include CPC areas with modular setting/rides for below 14 age groups.
15. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
16. The planner should be in a position to detail and validate any of every feature planned and suggested in submitted proposal.
17. The involved company is supposed to make arrangement for water distribution and its management for various purposes as per plan.
18. The proposal should allocate proper provisions for organization of local fests etc.
19. The plan should have a provision for organization, sitting and activities for group festivities (upto 150 members per assembly) at a single given spot.
20. A state of art provision for acoustic planning for entire area is envisioned in current planning and same should be elaborated by the tendered.
21. Contrast landscape spots validating the beauty of planning are welcomed in the proposal.
22. Planning should take care of all major public conveniences with their artistic planning and designing so as to camouflage any major civil structure of site.
23. Planning should include river – side leisure sittings with both formal and informal behaviors of surroundings.
24. Shaded and semi – shaded areas need to be planned with adequate sitting facilities.
25. Bio – organic nooses with medicinal plantation and features with other health beneficiary factors may be included in total planning and execution.
26. Some features highlighting educative and depictive nature of projects undertaken by irrigation department (through at the state) may be added.
27. Access to the area in question is to be planned and provided from minimum two or more entry points with design to compliment the informal nature as well as to block the whole compound as and when required (for security purposes).

28. Planner needs to study and evaluate the water level differences at site with various sudden back water flows in case of emergencies such as floods etc.
29. The proposal should include complete base data with depictorial drawings of concept proposed along with support details, including associated BOQ and respective estimation.
30. The criterion for selection and finalization is solely on discretion of deciding bodies and tenderer has no right or whatsoever to contest the same with any legal standing.
31. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in main river.
32. The designing should be in coherence to the Development of L/S area of Dudhawa Dam, (Dudhawa) and protect the Dam area.

#### **B. Prequalification desired for EOI**

1. The company should be having an experience of at least 4-5 years in related field of complete thematic planning and its execution of national parks/street scaping/thematic landscapes/public amenities and associated developments including distinctive and separate experience in:
  - a. Customized theme based planning and designing,
  - b. Independent plane implementation,
  - c. Qualified development and execution with field specialization,
  - d. Experienced in all care of developed project.
2. The company should have qualified in house planners, architect, horticulturist, engineers (of related field e.g. civil/structural, electrical, irrigation, mechanical etc.) the company should be able to explain their respective roles in related on ground fields, of past experiences.
3. Company should have horticulturist with distinguished experiences/ qualifications and exposure to the related along with documentary proofs.
4. Company should have some international accreditation from reputed bodies or international working experiences strictly only in related field, should be registered/empanelled with Government departments in India.
5. Company must be holding experiences in design and turnkey development of Government project related to the fields of preservation, beautification/theme parks landscaping and destination development in diversified national locations (so as to possess knowledge and experiences of existing biodiversity in and around country).
6. Should have qualified professionals/associations, to identify regional flora and fauna.
7. Explicit expose of works carried over in past, along with respective planning/designing proofs related DPRs and other necessary documents.
8. Company should be capable of project formulation and implementation in time-bound frames.

9. Should furnish commendation certificated from honorable bodies, if any in related works.
10. Company should have completed at least one super-specialized landscape development project valued minimum Rs. Two Crore or above and should have experience in commencing total landscape development project (including Civil, structural, illumination, horticulture, aquatic bodies etc.) worth more than 200 Lacs.
11. Company should have yearly turnover of more than Two Crores in last five years in the related field.
12. The companies having work experience of executing project in immediate surroundings and being well versed with local environment and climatic factors will be considered prior.
13. The company/ firm should have work experience in related field in minimum area of 28330 Sqm (07 Acres Appox.).
14. Time period for completion of work is **11 months** including rainy season.

### **C. Initial Submission for EOI**

The expression of Interest is hereby invited from the leading firms/organizations of India having past experience for handling similar work in Government organization for “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G).”

The EOI would be evaluated and shortlist of qualified organization would be prepared. The short-listed organization will be supplied request for proposal (RFP) including Terms of Reference (TOR) and will be given adequate opportunity to submit the proposal.

The interested firms/ organization should furnish full information about their relevant activities , supported by documentary proof, describing their expert staff, office strength financial turnover for last 5 years in the format as under :-

- a) Name of Organization / Firm
- b) Year of Incorporation
- c) Correspondence address & contact No. with e-mail ID and website.
- d) Total experience of the firm (in number of years)
- e) Experience details with similar kind of services with the similar project authorities.
- f) Project – wise experience in providing similar – kind of works including the name of the project authorities.
- g) Financial turn – over (Last five years)
- h) Official Strength describing their full – time experts staff.

### **D. Application**

1. Interested agencies have to submit their proposal with non refundable cost of application for as Rs 5000.00 in the form of D.D. in favour of “Executive Engineer, Water Management Division Rudri, Code No. 38 Dist.-Dhamtari Chhattisgarh” through speed post/Registered post A/D to the Chief Engineer Mahanadi Project Raipur (C.G.)
- A. Last date for submission of EOI documents ----- **16.07.2019** till 5:30 PM
- B. Date of opening of EOI proposal document ----- **22.07.2019** at 3:30 PM

2. Further details regarding the project, can be viewed on sub portal of water Resources Department, Chhattisgarh website **<http://cgwrdd.in> Announcements from Date 27.06.2019**
3. If considered necessary, the eligible organizations shall be called for making a Power Point Presentation at short notice.
4. All the right to reject any or all the responses received, without assigning any reason whatsoever, is reserved.
5. Expression of Interest submitted personally will not be accepted.

**Executive Engineer  
Water Management Division Rudri  
Code No. 38, Dist.-Dhamtari (C.G.)  
For Chief Engineer  
Mahanadi Project Raipur**

**SECTION – 1**  
**LETTER OF INVITATION**

**Section – 1**  
**LETTER OF INVITATION**

**OFFICE OF THE CHIEF ENGINEER**  
**MAHANADI PROJECT, RAIPUR**

Memo No.

Raipur, Dated \_\_\_\_\_

To,

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

**Subject :** Invitation of Proposal for “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”. From the leading firms/ organization/ agency with their past experience of handling similar work for Govt. or other agencies.

**Ref : Your Expression Of Interest**

Dear M/S. \_\_\_\_\_

- 1. Expression Of Interest was invited for “Balance work of Development and Protection work Near Dudhawa Dam Distt.-Kanker (C.G.) Water resources Department in the State Of Chhattisgarh on..... The EOI received were evaluated and short – listed, which include your EOI.
- 2. The Chief Engineer, Mahanadi Project Raipur on behalf of Government of Chhattisgarh now invites the proposal “Balance work of Development and Protection work Near Dudhawa Dam Distt.-Kanker (C.G.)
- 3. The Agency/ Firms will be selected under concept and cost base selection procedure.



#### **4. Description of the scope of work :-**

Description of “Balance work of Development and Protection work Near Dudhawa Dam Distt.-Kanker (C.G.) is as under :-

1. The Water Resources Department invites an EOI to national specialized firms to present a proposal for the same which if selected can be taken over to implement.
2. A location and topography of designated area with required parameters of logical choice is to be scouted by the interested firm in the nearest vicinity of left side of D/s of Dudhawa Dam Distt.-Kanker (C.G.)
3. An approximate area of 06 acres needs to be planned and developed in downstream of “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”
4. The concept should be theme based full filling the local, domestic national and international requirements.
5. The concept should be theme based taking care of all section of society.
6. The theme of proposal should cater all age groups of society.
7. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
8. The concept should be based to develop maximum colorful landscapes with adequate landscape and extravagant soft-scopes.
9. The theme should undertake in consideration the educative nature of existing infrastructure of Flowing River and dam site.
10. The proposal should include beautification, with horticultural development customized sitting, non-traditional tracks, proper parking and traffic planning proper security measures with boundaries.
11. The planning should be incorporating maximum usage of local resources, flora and fauna with good introduction and propagation of non-local plantations.
12. The planning should include designing and incorporation of supportive irrigation system to, cater more than 06 acres of green with minimum man-power.
13. The planning should include complete area illumination plan with a designing for optimization of electrical resources.
14. The proposal should include CPC areas with modular setting/rides for below 14 age groups.
15. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.

16. The planner should be in a position to detail and validate any of every feature planned and suggested in submitted proposal.
17. The involved company is supposed to make arrangement for water distribution and its management for various purposes as per plan.
18. The proposal should allocate proper provisions for organization of local fests etc.
19. The plan should have a provision for organization, sitting and activities for group festivities (upto 150 members per assembly) at a single given spot.
20. A state of art provision for acoustic planning for entire area is envisioned in current planning and same should be elaborated by the tendered.
21. Contrast landscape spots validating the beauty of planning are welcomed in the proposal.
22. Planning should take care of all major public conveniences with their artistic planning and designing so as to camouflage any major civil structure of site.
23. Planning should include river – side leisure sittings with both formal and informal behaviors of surroundings.
24. Shaded and semi – shaded areas need to be planned with adequate sitting facilities.
25. Bio – organic nooses with medicinal plantation and features with other health beneficiary factors may be included in total planning and execution.
26. Some features highlighting educative and depictive nature of projects undertaken by irrigation department (through at the state) may be added.
27. Access to the area in question is to be planned and provided from minimum two or more entry points with design to compliment the informal nature as well as to block the whole compound as and when required (for security purposes).
28. Planner needs to study and evaluate the water level differences at site with various sudden back water flows in case of emergencies such as floods etc.
29. The proposal should include complete base data with depictorial drawings of concept proposed along with support details, including associated BOQ and respective estimation.
30. The criterion for selection and finalization is solely on discretion of deciding bodies and tenderer has no right or whatsoever to contest the same with any legal standing.
31. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in main river.
32. The designing should be in coherence to the Development of L/S area of Dudhawa Dam, (Dudhawa) and protect the Dam area.

**5. The request for proposal includes the following documents.**

<b>NIT</b>	<b>E.O.I.</b>
Section - 1	Letter Of Invitation
Section - 2	Information to Agency/ Firms
Section - 3	Technical Proposal
Section - 4	Financial Proposal
Section - 5	Terms Of Reference
Section - 6	Standard Form Of Contract
Section – 6A	General Condition of Contract
Section – 6B	Special Conditions Of Contract
Section - 7	Appendices (F,G)

Your proposal should be delivered to the office of the Chief Engineer, Mahanadi Project, Raipur Chhattishgarh on or before.....upto \_\_\_\_\_ in a sealed envelope through speed post / Registered AD only. The proposal received in person or through courier shall not be acceptable. The proposal received after the last dates are liable to be rejected.

6a The intending Agency / Firms shall have to submit earnest money Rs. .... only, in the form of bank draft of the State Bank Of India or any other schedule bank in favor of Executive Engineer, Water Management Division Rudri Code No. 38 Dist.-Dhamtari (C.G.)

6b Bank draft of Rs 10,000/- Rupees (Ten Thousand) in favour of Executive Engineer, Water Management Division Rudri Code No..38 Dist.-Dhamtari (C.G.) should be submitted on account of cost of RFP document which is not refundable.

The bank drafts as stated in 6(a) and 6(b) above should be in separated envelope. Technical Proposal as stated in section -3 should be in separate envelope. Financial proposal as stated in section -4 should be in other separate envelope. All the three envelope shall be

submitted in an outer envelope clearly indicating the work for which the tender is offered duly offered signed by the bidder.

7. You are requested to acknowledge the receipt of this letter of invitation within five days of receipt, to the undersigned by Fax No..... or .....with Clear indication of intention to submit the proposal (RFP).
8. All the right to reject any or all the responses received at any time prior to award of contract without assigning any reason whatsoever is reserved.

**CHIEF ENGINEER  
MAHANADI PROJECT,  
RAIPUR (C.G.)**

**SECTION – 2**  
**GENERAL INFORMATION**  
**TO**  
**AGENCY/ FIRMS**

## SECTION – 2

### GENERAL INFORMATION TO AGENCY/ FIRM

#### 1. INTRODUCTION

##### GENERAL

- 1.1 The Agency /Firm are invited to submit a Technical Proposal and a Financial proposal, for “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”. The proposal will be the basis for a signed contract with the selected agency / firm.
- 1.2 The Agency/ Firms must familiarize themselves with local conditions while preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Agency/ Firms may visit the project site before submitting the proposal. The Agency/ firms representative should contact the officials concerned to arrange for their visit or to obtain additional information.
- 1.3 Please note that the costs of preparing the proposal and of visit to site are not reimbursable as a direct cost of the assignment

#### 2. Clarifications and amendment of RFP Documents.

- 2.1 Agency/ Firm may request a clarification of any of the RFP documents up to Seven (7) days prior to the date of submission of proposal. Any request for clarification must be in writing to the competent authority.
- 2.2 At any time before the submission of Proposals, the designated authority may, whether at his own initiative, or in response to a clarification requested by a short listed firm amend the RFP by issuing an addendum. The addendum shall be sent to all short listed agency/ firms and will be binding on them.

#### 3. Preparation of the Proposal :

- 3.1 The Proposal of the Agency/ Firms will consist of two components :
  - (i) The Technical Proposal
  - (ii) Financial Proposal
- 3.2 The Proposal, as well as related correspondence exchanged by the Agency/ Firms shall be in English.
- 3.3 The Proposal should include a cover letter signed by the persons(s) with full authorization to make legally binding contractual including financial commitments on behalf of the firm. The letter should specify and certify that each associated firm will perform its designated tasks under the assignment if the firm is awarded the contract.

- 3.4 The Technical proposal should clearly describe the work with understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR.

#### **4. Technical Proposal**

- 4.1 Technical Proposal shall provide the following information:
- 4.1.1 Technical Proposal should include detailed plan of aforesaid development as per defined scope of work.
  - 4.1.2 It may also include indigenous concepts towards beautification and landscape development of project.
  - 4.1.3 It should be clearly stating the location of area in concern and its selection criteria.
  - 4.1.4 It should be supported with citations and isometric projection in colored format.
  - 4.1.5 It should have base data for calculation and depiction of features / items.
- 4.2 The Technical Proposal shall not include any financial information.

#### **5. Financial Proposal**

- 5.1 Financial proposal must include all cost associated with assignment as follow :
- 5.1.1 It include detail description of items with cost required to be executed in the development work as per technical proposal submitted.
  - 5.1.2 It include detail cost of feature including labour and material.
  - 5.1.3 It includes list of plants and gadgets with cost to be incorporated in execution of technical proposal.
  - 5.1.4 It includes complete BOQ of above mentioned items, with respective taxes and contingencies.
- 5.2 Agency / Firms should express the prices of work in the Indian Currency only.

## 6. SUBMISSION, RECEIPT , AND OPENING OF PROPOSALS :

- 6.1 The original proposal (both technical and financial proposal(s) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, If corrections are necessary to correct errors made by agency/ firms themselves. Interlineations or overwriting must be initiated with date by the authorized person of firm/ Agency.
- 6.2 An authorized representative of the agency/ firms shall put full signature on all pages of the original hard copy of the financial proposal.
- 6.3 the original technical Proposal sent in a sealed envelope clearly marked “ Technical Proposal”  
Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked by red felt pen “Financial Proposal” with a warning “Do not open with The Technical Proposal”. The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the project and other information of the assignment. If the Financial Proposal is not duly submitted by the agency / firm in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both technical and financial proposals non- responsive.
- 6.4 Proposals must be delivered at the indicated submission address on or before the time and date started.
- 6.5 The Technical Proposal and the Financial Proposal shall be opened by the Chief Engineer, MAHANDI PROJECT RAIPUR or by Officer authorized by him in the office of the Chief Engineer, MAHANDI PROJECT RAIPUR on date ..... At ..... PM in the presence of authorized representative of firm / agency who chooses to be present.

## 7. PROPOSAL EVALUATION

### General

- 7.1 From date of opening of proposal to the time awarded, the agency/ firms should not contact the bidding authorities in any matter related to its technical and / or financial proposal. Any effort by agency/ firms to influence the bidding authorities in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the firms Proposal
- 7.2 The Financial proposal shall be opened only of those agencies who have been qualified and selected through their technical proposal and it will be opened in the presence of the agency/ firms or their authorized representatives who choose to attend. The name of the bidder and the proposed prices shall be read aloud and recorded when their Financial Proposals are opened.



**8. TENDERS ARE LIABLE TO BE REJECTED**

Conditional tender/ offers will not be accepted under any circumstances whatsoever.

**9. NEGOTIATIONS**

The Government reserved the right to negotiate with the bidders if in the opinion of Government the bid amount is found to be unreasonable

**10. AWARD OF CONTRACT**

The contract shall be awarded to the agency / firms whose bid is accepted by the competent authority.

**11. EXECUTION OF AGREEMENT**

Execution of Agreement and Engineer – in – charge for the work :-

The agency / firms whose bid is accepted, will execute the agreement with the Executive Engineer, Water Management Division Rudri, Code No. 38 Dist.-Dhamtari(C.G.) in the prescribed form within a 30 days of the date of communication of acceptance of his bid by the competent authority.

**12. MODE OF DEPOSIT OF EARNEST MONEY**

**12.1 Earnest Money For Tender**

The intending tender may remit the earnest Money in the form of bank Draft Of the State Bank of India or any other scheduled bank in favour of the Executive Engineer, Water Management Division Rudri, Code No. 38 Dist.-Dhamtari (C.G.) it will be the responsibility of the tender to get the validity of the bank Draft extended at least one month prior to the expiry date from time to time, falling which the Bank Draft shall be encashed by the Engineer – in- charge on month before the expiry date of Bank draft and cash accrued shall be at the disposal of the Government.

**12.2 Validity Of Earnest Money Deposit**

The Earnest Money Deposit shall be valid for a period not less than twelve months from the stipulated last date of submission of tender.

**12.3 Receipt of Earnest Money**

No tender will be received without an Earnest Money of Rs ..... whichever is more in a separate sealed cover marked as Envelope –A duly superscripted .The earnest money will be returned to the unsuccessful bidders on the rejection of their tenders or earlier decided by the competent authority and will be retained from the successful bidders as part of security deposit.

**12.4 Security deposit**

The security deposit @ 5 % from each payment shall be deducted till the value of such deduction (inclusive of amount of security for performance) becomes 5% of the tendered value.

**12.5 All dues will be payable by the Agency / firms**

All dues regarding taxes including the Sales Tax, Octroi duties etc levied on the contractors work by government and local bodies of private individuals will be payable by the agency/ firms.

**13. INCOME TAX**

Income Tax from any sum payable to the agency/ firms shall be deducted at sources from its any type of payment for this agency/firms as per section 194 of income tax act 1961 and as per prevailing rules.

**14. LABOUR WELFARE CESS**

Labour welfare cess as applicable shall be deducted at source from payment of work made to firms/ agency.

**15. SERVICE TAX**

Agency/ Firms is bound to pay Service Tax as per applicable law.

**16. MODEL RULES FOR LABOUR CAMPS**

The contractor will be bound to follow the Model Rules relating to layout of water supply and sanitation in labour camps (vide Appendix –F)

**17. FAIR WAGES**

The Contractor shall not pay less than fair wages to labours engaged by him on the work (copy of rules enclosed vide Appendix – G)

**18. REMOVAL OF UNSUITABLE OR UNDESIRABLE EMPLOYEES OF AGENCY / FIRMS**

The agency / firms shall on receipt of the requisition from the Engineer- in- charge at once remove any person employed by him from the work, who in the opinion of Engineer – in- charge is unsuitable or undesirable.

**CHIEF ENGINEER  
MAHANADI PROJECT,  
RAIPUR (C.G.)**

**SECTION – 3**  
**TECHNICAL PROPOSAL**

## **SECTION – 3**

# **TECHNICAL PROPOSAL**

- 3A      Technical Proposal Submission form.**
- 3B      Technical Work and Proposal Plan.**

**3A TECHNICAL PROPOSAL**

(Location Date)

**To,****The Chief Engineer****Mahanadi Project Raipur****Respected Sir,**

We, the undersigned, offer to execute the work “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”. In accordance with request for proposal dated ..... We are hereby submitting our proposal, which includes the Technical proposal and a financial proposal sealed each under a separate envelope.

A confide Certificate of registration and earnest money in the form of Bank draft are also submitted in separate envelopes as desired in letter of invitation of Request for proposal.

Your proposal is binding upon us and subject to the modification resulting from Contract negotiator.

We understand that you are not bound to accept any proposal you receive.

You're sincerely

Authorized Signature

Name and Title of Signatory

Name of firm

Address

**3B TECHNICAL WORKS AND PROPOSAL PLAN**

Technical Proposal shall provide the following information,

- 3.1 Technical Proposal should include detailed plan of aforesaid development as defined cope of work.
- 3.2 It may also include indigenous concepts towards beautification and landscape development of project.
- 3.3 It should be clearly stating the location of area in concern and its selection criteria.
- 3.4 3.4 (a) It should be supported with citations and isometric projection in Colored format along with depictory presentation.  
  
3.4 (b)Special Features highlighting landscapes and softscapes may be illustrated as per plan in the submission
- 3.5 It should have base data for calculation and depiction of features/items.
- 3.6 The Technical Proposal shall not include any financial information.

You're sincerely

Authorized Signature

Name and Title of Signatory

Name of firm

Address

**SECTION – 4**  
**FINANCIAL PROPOSAL**

## **SECTION – 4**

### **FINANCIAL PROPOSAL**

**4A Financial Proposal Submission form.**

**4B Details of Cost**



**4A FINANCIAL PROPOSAL SUBMISSION FORM****To,**

**The Chief Engineer  
Mahanadi Project,  
Raipur (C.G.)**

**Respected Sir,**

We, the undersigned offer to provide financial proposal for the “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.)”. As per the technical proposal submitted by us hereby we are providing financial proposal amounting Rs..... inclusive of the all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.

We undertake that, in competing for (and if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act. 1986”.

Your’s Sincerely

Authorized Signature

Name and Title of Signatory

Name of firm : \_\_\_\_\_

Address : \_\_\_\_\_

**4B DETAILS OF COSTS :-**

- 4b 1** Details of cost be given along with cost of each item to be executed clearly mentioning the item, rate, quantity and cost,
- 4b 2** Estimate should be supported with brief description of items and specific nomenclatures,
- 4b 3** The cost and description of both features included and excluded should be mentioned clearly in the submitted estimate.
- 4b 4** The cost of project should include all the concerned taxes

You're sincerely,

Authorized Signature

Name and Title of Signatory

Name of firm : \_\_\_\_\_

Address : \_\_\_\_\_

**SECTION – 5**  
**TERMS OF REFERENCE**

**SECTION – 5**  
**TERMS OF REFERENCE**  
**FOR**

**“Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).”.**

**INTRODUCTION**

Government of Chhattisgarh is interested to develop and beautify its adjoining areas of about 7 acres to further enhance its tourist importance by “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).”.

The scheme can be located on toposheet as below :-

Toposheet No. 64 H/15

- [1] Longitude – 20°14 '00”
- [2] Latitude - 82°6' 00”

Hereby proposals are invited from reputed and designated super specialized companies “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).” with complete expertise and relevant experiences in related fields of total planning and complete landscapes development . The evaluation will be undertaken on the basis of cumulative bid grading from the following three sections;

**A. DESCRIPTION AND SCOPE OF WORK**

“Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).”.

1. The Water Resources Department invites an EOI to national specialized firms to present a proposal for the same which if selected can be taken over to implement.
2. A location and topography of designated area with required parameters of logical choice is to be scouted by the interested firm in the nearest vicinity of left side of D/s of Dudhawa Dam Dist.-Kanker (C.G.)
3. An approximate area of 06 acres needs to be planned and developed in downstream of “Balance work of Development and Protection Work Near Dudhawa Dam Distt.-Kanker (C.G.).”
4. The concept should be theme based full filling the local, domestic national and international requirements.
5. The concept should be theme based taking care of all section of society.
6. The theme of proposal should cater all age groups of society.
7. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
8. The concept should be based to develop maximum colorful landscapes with adequate landscape and extravagant soft-scopes.
9. The theme should undertake in consideration the educative nature of existing infrastructure of Flowing River and dam site.
10. The proposal should include beautification, with horticultural development customized sitting, non-traditional tracks, proper parking and traffic planning proper security measures with boundaries.
11. The planning should be incorporating maximum usage of local resources, flora and fauna with good introduction and propagation of non-local plantations.
12. The planning should include designing and incorporation of supportive irrigation system to, cater more than 06 acres of green with minimum man-power.
13. The planning should include complete area illumination plan with a designing for optimization of electrical resources.
14. The proposal should include CPC areas with modular setting/rides for below 14 age groups.
15. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
16. The planner should be in a position to detail and validate any of every feature planned and suggested in submitted proposal.

17. The involved company is supposed to make arrangement for water distribution and its management for various purposes as per plan.
18. The proposal should allocate proper provisions for organization of local fests etc.
19. The plan should have a provision for organization, sitting and activities for group festivities (upto 150 members per assembly) at a single given spot.
20. A state of art provision for acoustic planning for entire area is envisioned in current planning and same should be elaborated by the tendered.
21. Contrast landscape spots validating the beauty of planning are welcomed in the proposal.
22. Planning should take care of all major public conveniences with their artistic planning and designing so as to camouflage any major civil structure of site.
23. Planning should include river – side leisure sittings with both formal and informal behaviors of surroundings.
24. Shaded and semi – shaded areas need to be planned with adequate sitting facilities.
25. Bio – organic nooses with medicinal plantation and features with other health beneficiary factors may be included in total planning and execution.
26. Some features highlighting educative and depictive nature of projects undertaken by irrigation department (through at the state) may be added.
27. Access to the area in question is to be planned and provided from minimum two or more entry points with design to compliment the informal nature as well as to block the whole compound as and when required (for security purposes).
28. Planner needs to study and evaluate the water level differences at site with various sudden back water flows in case of emergencies such as floods etc.
29. The proposal should include complete base data with depictorial drawings of concept proposed along with support details, including associated BOQ and respective estimation.
30. The criterion for selection and finalization is solely on discretion of deciding bodies and tenderer has no right or whatsoever to contest the same with any legal standing.
31. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in main river.
32. The designing should be in coherence to the Development of L/S area of Dudhawa Dam, (Dudhawa) and protect the Dam area.

**PRE-QUALIFICATION BID:**

1. The company should be having an experience of at least 8-10 years in related field(of complete thematic planning and its execution of national parks/street scaping/thematic landscapes/ public amenities and associated developments, including distinctive and separate experience in:
  - a) Customized theme based planning and designing,
  - b) Independent plane implementation,
  - c) Qualified development and execution with field specialization,
  - d) Experienced in total-after-care of developed project
2. The company should have qualified in house planners, architect, horticulturist, engineers (of related field e.g. civil/structural, electrical, irrigation, mechanical etc.); the company should be able to explain their respective roles in related on-ground-fields, of past experiences.
3. Company should have horticulturist with distinguished experiences/qualifications and exposure to the related field along with documentary proofs.
4. Company should have some international accreditations from reputed bodies, or international working experiences strictly only in related field, should be registered/empanelled with minimum more than three government departments in India.
5. Company must be holding experience in design and turnkey development of government project related to the fields of preservation, beautification/ theme parks landscaping and destination development, in diversified national locations(so as to posses knowledge and experiences of existing bio-diversity in and around country). Company should also have specialized experience in tourism promotion.
6. Should have qualified professionals/ associations, to identify regional flora and fauna,
7. Explicit expose of works carried over in past, along with respective planning/designing proofs, related DPRs and other necessary documents.
8. Company should be capable project formulation and implementation in time-bound frames
9. Should furnish commendation certificate from honorable bodies, if any in related works.
10. Company should have completed at least one super-specialized landscape development project valued minimum Rs. Two Crore or above and should have experience in commencing total landscape development project (including civil, structural, illumination, horticulture, aquatic bodies etc.) worth more than 200 Lacs.
11. Company Should have an turnover of more than Two Crores in last two Years.

12. The companies having work experience of executing projects in immediate surroundings and being well versed with local environment and climatic factors will be considered prior.
13. The company/ firm should have work experience in related fields in minimum area of 28330 sq m (07 acres Appox.).
14. Time period for completion of work is 11 months including rainy season.

**B. TECHNICAL BID:**

1. An aggregate plan of area in concern needs to be submitted by the participating bidder,
2. Preferably individual elements undertaken under planning shall be elaborated,
3. A presentation of total shall be made,

**C. FINANCIAL BID:**

A sectional estimation of elements of proposed development is to be submitted in a separate envelope.

Technical Bid of only those qualifying the A (Pre-Qualification Bid) will be opened. Financial Bid will again be opened for those whose technical bid has been qualified by panel. All of above should be submitted within 10 days from date of advertisement.

**CHIEF ENGINEER  
MAHANADI PROJECT,  
RAIPUR (C.G.)**



## **SECTION-6**

### **STANDARD FORMS OF CONTRACTS**

**A. GENERAL CONDITIONS OF CONTRACT**

**B. SPECIAL CONDITIONS OF CONTRACT**

## I. FORM OF CONTRACTS

This Contract (hereinafter called the “Contractor”) is made the \_\_\_\_\_ day of month of \_\_\_\_\_ 20 \_\_\_\_\_ between on the one hand **Executive Engineer, Water Management Division Rudri Code No. 38 Dist.-Dhamtari (C.G.)** (hereinafter called the **Engineer-In-Charge**) and on the other hand \_\_\_\_\_ (hereinafter called “Contractors/Agency/Firms”).

### WHEREAS

Now therefore the parties hereto agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
  - (a) The General conditions of contract (hereinafter called “GC”)
  - (b) The Special Conditions of contract (hereinafter called “SC”)
  
2. The mutual rights and obligations of the **Engineer-in-Charge** and the **Contractor/Agency/Firms** shall be as set forth in the Contract, in particular.
  - (a) The **Contractor/Agency/Firms** shall carry out the works in accordance with the provisions of the Contract, and
  - (b) The **Engineer-in-Charge** shall make payments to **Contractor/Agency/Firms** in accordance with the provisions of the Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BE HALF OF THE CHIEF ENGINEER**

**MAHANDI PROJECT RAIPUR (C.G.)**

**EXECUTIVE ENGINEER**

**WATER MANAGEMENT DIVISION, CODE NO. 38**

**BY**

**(Authorized Representative)**

**FOR AND ON BEHALF OF**

**[NAME OF CONTRACTOR/AGENCY/FIRMS]**

## **A. GENERAL CONDITIONS OF CONTRACT**

### **1.1 Definition and Interpretation**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable law” means the law, and any other instruments having the force of law in the State of Chhattisgarh and Government of India, as they may be issued enforced from time to time..
- (b) “Contract” means the contract signed by the parties, to which these general conditions of contract (G.G.) are attached, together with all documents listed in clause I of such signed contract;
- (c) “Contract Price” means the price to be paid for the performance of the work.
- (d) “GC” means these General Conditions of contract;
- (e) “Party” means the **Engineer-in-Charge** or the **Contractor/Agency/Firms**; as the case may be, and parties means both of them;
- (f) “Personnel” means persons hired by the **Contractor/Agency/Firms** for the performance of the work or any part thereof;
- (g) “Sc” means the special conditions of contract by which these general conditions of contract may be amended or supplemented.
- (h) “Government” means the **Engineer-in-Charge** of department.

### **1.2 Law Governing the Contract**

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

### **1.3 Language of Contract**

All literature and correspondence in connection with the contract shall be in English. The Contractor shall arrange for translation of Hindi into English in case of correspondence made by the department is in Hindi.

### **1.4 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail. Fax, telegram to such party, at the address specified in the special condition.

## **1.5 Location**

The work shall be performed at such locations as are specified in Contract and, where the location of a particular task is not so specified. At such locations, where of elsewhere, as the **Engineer-in-Charge** may approve.

## **1.6 Authorized Representatives**

Any action required or permitted, to be taken and any document required or permitted to be executed under this contract by the **Engineer-in-charge** or the **Contractor/Agency/Firms** may be taken or executed by the officials specified in the SC.

## **1.7 Taxes and Duties**

Unless otherwise specified in the SC, the **Contractor/Agency/Firms** and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the contract price.

## **2 Commencement, Completion, Modification and Termination of Contract.**

### **2.1 Effectiveness of Contract**

This contract shall come into effect on the date the contract is signed by both parties or such other later date as may be stated in the SC.

### **2.2 Commencement of work**

The Contractor/Agency/Firms shall carry out the work immediately after the date the contract becomes effective, or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier this contract shall terminate at the end of such time period after the effective date as is specified in the SC.

### **2.4 Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the work or of the contract price, may only be made written agreement between the parties.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purpose of this contract, Force Majeure means an even which is beyond the reasonably control of a party, and which makes a party's performance or its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances, decision of the Chief Engineer, Mahanadi Project Raipur (C.G.) will be final in this regard.

## 2.5.2 No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this contract, so far as, such inability arises from an even of Force Majeure, provided that the party affected by such an even (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrences of such an event.

## 2.5.3 Extension of Time

Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of force majeure.

## 2.6 Termination

### 2.6.1 By the Engineer-in-charge

The **Engineer-in-charge** may terminate this contract, by not less than thirty (30) days' written notice of termination to the contractor, to be given after the occurrence of any of the events specified in paragraph (a) to (d) of this clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) If the contractor do not attend to remedy for a failure in the performance of their obligations under the contract within thirty (30) days of receipt after being notified or within such further period as the **Engineer-in-charge** may have subsequently approved in writing.
- (b) If the contractor become insolvent or bankrupt;
- (c) If, as the result of force majeure, the contractor is unable to execute the specified work for a period of not less than sixty (60) days; or
- (d) If the contractor in the judgment of the **Engineer-in-charge** has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and

includes collusive practice among agency/firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

- (e) If the **Engineer-in-Charge** in his sole discretion and for any reason whatsoever decided to terminate this contract.

### **2.6.2 By the Agency/Firms**

The contractor may terminate this contract, by not less than thirty (30) days' written notice to the **Engineer-in-Charge**. Such notice is to be given after the occurrence of any the events specified as under:-

If, as a result of force majeure, the contractor are unable to perform specified work for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this contract pursuant to clause 2.6.1 or 2.6.2 the **Engineer-in-Charge** shall make the following payments to contractors;

- (a) Remuneration pursuant for work satisfactorily performed prior to the effective date of termination;

## **3. Obligations of the contractors:**

### **3.1 General**

This contractor shall perform the work and carry out their obligation hereunder with all the due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practice, and employ appropriate advanced technology and safe methods. The contractor shall always act, in respect of any matter relating to the contract as faithful advisers to the Engineer Incharge, and shall at all time support and safeguard the **Engineer-in-charge** legitimate interests of Govt.

### **3.2 Conflict of interest:**

- 3.2.1** Contractor Not to Benefit from Commissions Discounts, etc. The remuneration of the contractor shall constitute the Contractor sole remuneration in connection with this contract and the **Engineer-in-Charge** shall not accept for his own benefit and trade commission. Discount or similar payment in connection with activities pursuant to this contract or in the discharge of their obligations under the contract, and the contractor shall use their best efforts to ensure that their personnel, contractor, and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Prohibition of conflicting Activities;**

The Contractor should not involve either directly or indirectly, in any of the following activities;

- (a) During the term of this contract, any business or professional activities in the government's country which would conflict with the activities assigned to them under this contract or
- (b) After the termination of this contract, such other activities as may be specified in the Sc.

### **3.3 Confidentiality:**

The Contractor shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the work and this contract, without the prior written consent of the **Engineer-in-charge**.

### **3.4 Contractor's action requiring Engineer-in-charge permission:**

The contractor shall obtain the **Engineer-in-charge** prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the work.
- (b) Any other action that may be specified in the SC.

### **3.5 Documents prepared by the contractor to be the property of the Engineer-in-charge:**

All plans, drawings, specification, designs reports and other documents and software submitted by the contractor shall become and remain the property of the **Engineer-in-Charge**.

## **4. Obligations of the Engineer-in-charge:**

### **4.1 Assistance and exemption**

The **Engineer-in-charge** shall use its best efforts to ensure that the government shall provide the contractor such assistance and exemptions as specified in the SC.

### **4.2 Change in the Applicable law**

If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost of services rendered by the contractor, then the remuneration and reimbursable expenses otherwise payable to the contractor under this contract shall be increased or decreased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the ceiling amount referred to in clause 5.2 as the case may be.



## **5. Payment to the Contractor/Agency/Firm:**

### **5.1 Lump sum remuneration:**

The contractor's total remuneration shall not exceed the contract price and shall be a fixed lump sum including all staff costs, sub-contractors costs, printing, communications, travel accommodation, and the like, and all other costs incurred by the contractor in carrying out the work except the contract price may only be increased above the amount stated the parties have agreed to additional payments.

### **5.2 Contract Price:**

The price payable in local currency is set forth in the SC (Special Condition)

### **5.3 Terms and conditions of Payment:**

Payments will be made to the account of the contractor according to the payment schedule stated in the SC. The extent to the payment schedule stated in the SC. The extent of the payment shall be made to the contractor/agency/firm for the specific work carried out and not as whole as referred to in TOR.

#### **5.3.1 Bill to be submitted:-**

A bill shall be submitted by the contractor each month for all work executed in the previous month and the Engineer-in-charge shall take the requisite measurement, for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill.

The bill shall be submitted by the contractor per month or as per progress of work.

However, no claim on account of delay in payment, which might occur due to reasons beyond the control of the department, shall be entertained.

Whereas such delay of payment effecting progress of work thus effecting date of complication of work, is allowed as per actual circumstances.

The detail schedule approved by the **Chief Engineer, Mahanadi Project Raipur (C.G.)** shall form part of the tender. The payment shall be released only as per work done and respective component of work has been completed and/or levels are achieved.

Contractors shall record the joint measurements for work carried out as per procedure laid down by department for purpose of keeping record and same shall be got checked from competent authority before payment. All hidden measurement shall be got 100% checked from the competent authority before payment.

### 5.3.2 Extension of time in consequence of alterations :-

The time for completion of the work shall be extended in the proportion of the altered, additional, or substituted work to the original contract works, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

## 6. Settlement of Disputes

### 6.1 Amicable settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

### 6.2 Dispute Settlement:

Any dispute between the Parties as to matters arising pursuant to this contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

### 6.3 Advance on plant & Machinery/Mobilization Advance:-

[A] (Applicable for Tenders of Rs. 25 Lakhs or more). An advance for plant and Machinery required for the work and brought to site by the contractor shall be given if requested by the contractor. The maximum of such advance shall be **5%** of the price of the contract amount. In case of new plant and equipment, the advance shall be limited to 90 percent of the price of such new plant and equipment already paid by the contractor, for which the contractor shall produce satisfactory evidence. In the case of used plant and equipment, amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be determined by the Superintending Engineer. These advances shall bear 14% interest per annum. These advance shall be further, subject to the condition that such plant equipments are:-

- (a) Considered by the Engineer-in-charge to be necessary  
for the works.
- (b) In working order and.
- (c) Hypothecated to the Government, in the form  
prescribed.

### [B] Mobilization advances:

Mobilization advance not exceeding 5% of contract amount shall be given if requested by the contractor in writing within three month from the date of order to commence the work. In such a case a irrevocably Bank Guarantee from Nationalized Bank for the

amount shall be furnished by the contractor before sanction of advance. The advance shall be interest @ 1% above to the current reserve bank of India interest rate at the time of payment of advance. The irrevocable Bank Guarantee shall be furnished in the prescribed form appended as “Annexure-L”.

### 6.3.1 Recovery of advance:-

The recovery of the advances granted under clauses 6.3 shall be made from the running bills in equal installments, equal to the total number of months of the time left for the completion of contract i.e. the advance will be recovered from the first running bill after the issue of advance and shall be fully recovered from the last but one running bill.

### 7. Escalation Cost :-

No escalation will be paid to the contractor.

### 8. Compensation for delay:-

The time allowed for carrying out work as entered in the tender shall be strictly observed by the contractor and shall be enforced from the date on which the order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the expense of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/Superintending Engineer/Chief Engineer may decide, on the amount of estimated cost of the work remain uncompleted or unfinished after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work **exceeds one month to complete one sixth of the whole of the work before one fifth of the whole time allowed under the contractor has elapsed one fifth of the work before one half of such time has elapsed and three fourth of the work** before three fourth of such time has elapsed. In the seventh of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/Superintending Engineer/Chief Engineer may decide on the said estimated cost of the work whole work for every day that the due quantity of the work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed one percent of the estimated cost of the work as shown in the tender.

## B. SPECIAL CONDITIONS OF CONTRACT

### 1. Number of CG Clause: Amendments of, and supplements to, clauses in the General Conditions of Contract.

#### 1.1 The Addresses are

**Engineer-in-charge :** Executive Engineer  
 Water Management Division Rudri  
 Code No. 38 Dist.-Dhamtari (C.G.)  
 Attention : Executive Engineer  
 : Water Management Division Rudri  
 Code No. 38 Dist.-Dhamtari (C.G.)  
 Land Line Phone : \_\_\_\_\_  
 Mobile : \_\_\_\_\_  
 Contractor/Agency/Firm: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention : \_\_\_\_\_  
 : \_\_\_\_\_  
 : \_\_\_\_\_  
 : \_\_\_\_\_

2. The date on which this contract shall come into effect is:

2.1 The date for commencement of work is immediately after the date of effectiveness of the contract.

2.2 The period shall be 11 (Eleven) from the date of issue of work order including rainy season.

#### 3. The risks and the coverage shall be;

(i) Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor-vehicles operated in India by the contractor/agency/firms or their personnel or any sub-contractor or their personnel, for the period of the contractor/agency/firms.

(ii) **Engineer-in-charge** liability and worker's compensation insurance in respect of the personnel of the contractor/agency/firms in accordance with the relevant provisions

of the applicable law, as well as with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate;

- (iii) Professional liability insurance, with a minimum coverage equal to total contract value for this contractor/agency/firms and
- (iv) Insurance against loss of or damage to (i) Equipment purchased in whole or in part with funds provided under this contract, (ii) The contractor/agency/firms property used in the performance of the works, and (iii) Any documents prepared by the contractor/agency/firms in the performance of the works.

#### 4. **Dispute Settlement:**

- A(i). Except where otherwise specified in the contract, for the claim valued less than Rs. 50,000/- the decision of the Superintending; Engineer of the circle or any Superintending Engineer authorized by the Chief Engineer under his jurisdiction for the time being, in respect of all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever, in anyway arising out of or relating to the contractor, designs, drawings, specifications, estimates, instruction, order or those conditions or otherwise concerning the work of execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final, providing that the Superintending Engineer before giving his decision in writing in the matter, gives an opportunity of being heard to the parties to contract.
- (ii) If any party of the contract is dissatisfied with the final, decision of the Superintending Engineer in respect of any matter. He may within 28 days after receiving notice of such decision give notice in writing to the Superintending Engineer, requiring that the matter may be referred to Arbitration and furnishing details particulars of the dispute or difference and specifying clearly the points at issue. If any party fails to give such notice within the period of 28 days as stipulated above, the decisions of the Superintending Engineer already given shall be conclusive, final and binding on all the parties.
- (iii) In case Arbitration is to be held, it shall be affected by the Chief Engineer, whose decision shall be conclusive, final and binding on all the parties.

- B(i) Expect where otherwise specified in the contract, for the claim valued at Rs. 50,000/- or more the decision of the S.E. of the circle for the being in respect of all question and dispute relating to the meaning of the specifications, designs, drawings and instructions hereto before mentioned and as to the quality of workmanship or material used on the work or as to any other question, claim, right matter or thing whatsoever, in any way arising out of, relating to the contract, designs, drawings, specifications, estimates, instruction, orders or those conditions or otherwise concerning the work of execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final, provided that the Superintending Engineer shall be before giving his decision in writing in the matter, gives an opportunity of being heard to the parties to contract.
- (ii) If any party of the contract is dissatisfied with the final, decision of the Superintending Engineer in respect of any matter he may within 28 days after receiving notice of such decision may refer such dispute to the Arbitration Tribunal Constituted under the Madhya Pradesh Adhikaran Adhiniyam 1982 (No. 2 of 1983)
5. The contractor/agency/firms shall not use these documents for the purposes unrelated to this contract without the prior written approval of the **Engineer-in-charge**.
6. **Removal of temporary work, Plant and Surplus Materials:-**  
Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses, remove from the site and dispose of all the temporary structures including building, piece work, crib work, all plant and surplus materials and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-charge.
7. **Possession prior to completion:-**  
The Engineer in charge shall have the right to take possession of, or use any completed part of the work, such possession or use shall not be deemed to take the right, as an acceptance of any work not completed in accordance with the contract.
8. **Damage to Works:-**  
The works whether fully completed or incomplete, all the materials, machinery, plants, tools temporary buildings and other things connected there with, shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-charge & till completion certificate has been obtained from the Engineer-in-charge.

9. **Safety Regulations:-**

While carrying out this work, the contractor shall ensure compliance of all safety regulations as provided in safety code.

The contractor shall arrange for the safety in his operations as required including the provisions in the safety manual published by the Central Water and Power Commission, New Delhi (Jan. 1962 Ed.) in case the contractor fails to make such arrangement, the Engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.

10. **Arrangement for water, power, light:**

The Department will provide:-

- 10.1 Required electricity connection (dedicated to garden being developed) on site one point (allocated as per plan and design as per requirement)(even before the starting of the work/ project)
- 10.2 The regular payment to C.S.E.B. for the uses of electricity/power on site for landscape development and maintenance purpose.
- 10.3 Minimum three bore well without late of minimum 4” water on site (as per spot allocated).
- 10.4 Required pump room for electrical penal and operator on the Peripheral area to be developed.
- 10.5 Distribution of water electricity in site the plot of development area is a responsibility of contractor (as per design requirement).

11. **Regulations and Bye-laws:-**

The contractor shall conform to the regulations, bye-laws, any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulations, orders, decrees, etc.

12. **Period and hours of work:-**

The work shall be done usually during the daytime. In the interest of the progress, if it is felt necessary to work during night, the contractor shall obtain specific permission of the Engineer-in-charge. If the work is to be done at night, prior permission of Engineer-in-charge should be obtained and adequate lighting arrangement shall be made as directed by the Engineer-in-Charge.

13. **Non Drawl of Agreement:-**

In the event of tender withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement, as required by conditions

of Tender Document, he/she will not be entitled to tender for this work in case of recall, in addition to forfeiture of his/her earnest money, as per provision of the condition of Tender Document. If the tenderer has committed a similar defaults on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the competent authority which had registered him/her.

14. **Default by the Contractor:-**

If the contractor shall neglect or fails to proceed with works with due diligence or he violated any of the provisions of contract, the Engineer-in-Charge may give the contractor a notice identifying deficiencies in performance and demanding corrective action. After such notice is given, the contractor shall not remove from the site, any plant, equipment and material. The Government shall have lien on all such plant, equipment and materials, from the date of such notice, till the deficiencies have been corrected. If the contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice, the Executive Engineer will terminate the contract in whole or in part, in case the entire contract is terminated, the amount of security deposit together with the value of the work done but not paid for, shall stand forfeited to Government.

The plant equipment and materials held under lien shall then be at the disposal of the Government.

The Executive Engineer may also take possession of the whole or part of the works, site, plant, equipment and materials brought or placed thereon and cause the whole or part of the works, completed by utilizing them through such agencies, at the cost of the contractors. In such cases, the value of the work done through such agencies shall be credited to the contractor at his contract prices. On completion of such work, if the expenses incurred for carrying out such work as certificate by the Executive Engineer are in excess of the value of the work credited to the contractor shall pay the difference to Government. He shall also be liable for the liquidated damages under the contract.

The Executive Engineer may direct that a part or the whole of such plant, equipment and materials are to be removed from the site within a stipulated period. If the contractor fails to do so, the Executive Engineer may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the work and settlement of the amount the loan by the government on the contractor's plant, equipment and balance of materials shall be released. Termination of the contract either in whole or in part shall be adequate authority for the Executive Engineer to demand discharge of the obligations from the guarantors of the security performance.



## APPENDIX – F

### FAIR WAGES TO LABOUR

The contractor shall pay not less than FAIR WAGE to labour engaged him on the Work.

**Explanation:-**

- a. “Fair Wage” means wage whether or any time or piece work as notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Water Resources Department for the division in which the work in done.
- b. The Contractor shall, not with standing the provisions of contract, to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work, including and labour engaged by his sub-ordinates in concoction with the said work, as if the labours had been immediately employed by him.
- c. In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause cause to be complied with the labour act in force.
- d. The Executive Engineer/Engineer-in-charge shall have the right to deduct from the moneys due to the contractor any sum required for making good the loose certified by.
- e. The contract of shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- f. The regulations aforesaid shall be deemed to be part of this contract, and any breach thereof shall be deemed to be a breach of contract.
- g. The contractor shall obtained a valid license the contract labour (Regulation and Abolition) Act. Enforce and rules made there under by the competent authority from time to time before commencement of the work and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the panel provisions of this contract arising out of this as resulting in non-execution of the work assigned to the contractor.

## ANNEXURE – G

### Bank Guarantee Form to be used for Mobilization Advance

(To be used by nationalized/Approved Schedule Bank)

1. This deed of Guarantee is made on the .....by ..... having his head office at ..... (Here-in-after called the “said Contractor(s)” from the demand under the terms and conditions of Agreement dated ..... made between ..... and ..... for ..... (here in after called “the Agreement: of Mobilization Advance for due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement of production of a Bank Guarantee for Rs..... (Rs. ....only). We,..... (here-in-after referred to as “The Bank”) at the request of ..... (Contractor) do hereby undertake to pay to the **Executive Engineer, Water Management Division Rudri Code No. 38 Dist.-Dhamtari (Chhattisgarh)** an amount not exceeding Rs. .... Against any loss or damage caused or suffered by the Government by reasons of any breach by the said contractor of any of the terms or conditions contained in the said Agreement.
2. We,..... (indicate the name of bank) do hereby undertake to pay the amount due and payable under the guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of a loss or damage caused to or would be caused to or suffered by the department by reasons of breach by the said contractor (s) of any of the terms and conditions contained in the said Agreement or any reason of the contractors failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We undertake to pay to the department any money so demand notwithstanding any dispute or dispute raised by the Contractor (s) in any, suit or proceedings pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

**Executive Engineer  
Water Management Division Rudri  
Code No. 38 Dist.-Dhamtari (C.G.)**

**Firms/Agency/Contractor**

4. We, ..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be forcible till the dues of the department under or by virtue the said Agreement have been fully paid and its claim satisfied or discharged or till the **Executive Engineer, Water Management Division Rudri Code No. 38 Dist.-Dhamtari (C.G.)** certifies that terms and conditions of the said Agreement have been fully and property carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the department that the department shall have the fullest liberty without our consent and without affecting in any manner our obligation of to extend time of performance by the said Contractor (s) from time to time any of the power exercisable by the department against the said, contractor (s), and to forth or enforce any of the terms and conditions relating to the said, agreement, and, and we shall not be relieved from our liability by reason of any forbearance, act or omission on the part of the department or any indulgence by the department to the said contractor or by any such matter or thing what so ever which under the law relating to surety would, but for this provision have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the change in the constitution of the Contractor (s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the ..... of..... 20..... For.....

**(Indicate the name of Bank)**

**Executive Engineer  
Water Management Division Rudri  
Code No. 38, Dist.-Dhamtari (C.G.)**

**Firms/Agency/Contractor**



