

**OFFICE OF THE EXECUTIVE ENGINEER
WATER RESOURCES DIVISION
RAJNANDGAON (C.G.)**

Memo No. _____ / SAC / EOI / 2017-18

Rajnandgaon, Dated : 22/04/2017

To,

The Director
Directorate of Public Relation
Raipur (C.G.)

Sub : Publication of Expression of Interest (EOI) for "Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivnath River of Rajnandgaon District" (2nd Call)

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Please find enclosed herewith a copy of notice for Expression of Interest (EOI) for "Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivnath River of Rajnandgaon District"

The proposal from agencies from all India level is required to be invited, therefore it 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 01/05/2017

Encl :- As above


Executive Engineer
Water Resources Division
Rajnandgaon (C.G.)

Memo No. 208 / SAC / EOI / 2017-18

Rajnandgaon, Dated : 22/04/2017

Copy forwarded to :-

- 1) Secretary, Government of Chhattisgarh, Water Resources Department, Mahanadi Bhawan, Mantralay, Naya Raipur (C.G.)
- 2) Engineer-in-Chief, Water Resources Department, Chhattisgarh, Raipur.
- 3) Chief Engineer, Mahanadi Godawari Basin, Water Resources Department, Raipur (C.G.)
- ✓ 4) MIS Cell, State Data Centre, Raipur for uploading in the website
<http://www.cgwrd.in/pressreleases.html> & <http://eproc.cgstate.gov.in>
- 5) Superintending Engineers, Shivnath Circle, Durg (C.G.) for information & necessary action please.

Encl :- As above.


Executive Engineer
Water Resources Division
Rajnandgaon (C.G.)

**OFFICE OF THE CHIEF ENGINEER
MAHANADI GODAWARI BASIN,
WATER RESOURCES DEPARTMENT, RAIPUR (C.G.)**

Notice No. 01 / SAC / 2017-18

Rajnandgaon, Dated : 24/04/2017

EXPRESSION OF INTEREST (EOI)

(2nd Call)

“Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivrath River of Rajnandgaon District.”

The Expression of Interest is hereby invited from the leading firm/organization in India with their past experience for handling similar works/program with Government organization for "Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivrath River of Rajnandgaon District."

Government of Chhattisgarh is interested to develop areas of about 240 ha. to further enhance its irrigation importance by "Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivrath River of Rajnandgaon District." The Expression of Interest (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 their proposal.

The interested firms/organization 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 Resources Division, Rajnandgaon, Chhattisgarh"** through Speed Post/Registered Post A/D to the **Chief Engineer, Mahanadi Godawari Basin, Water Resources Department, Raipur (C.G.)**
 - A. Last Date for Submission of Expression of Interest (EOI) Document **15/05/2017 till 5:30 PM.**
 - B. Date of Opening of Expression of Interest (EOI) Proposal Document **16/05/2017 at 3:30 PM.**
2. Further details regarding the project, can be viewed on sub portal of Water Resources Department, Chhattisgarh website <http://www.cgwrd.in/pressreleases.html> & <http://eproc.cgstate.gov.in> from Date **01/05/2017**
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 and is reserved.
5. Expression of Interest (EOI) submitted personally will not be accepted.
6. Please furnish all information in sequence and as per the prescribed format as provided in page no. 7 of EOI Document, that will be uploaded on date 01/05/2017


**Executive Engineer
Water Resources Division,
Rajnandgaon (C.G.)
For Chief Engineer
Mahanadi Godawari Basin, Raipur (C.G.)**

**कार्यालय मुख्य अभियंता
महानदी गोदावरी कछार, जल संसाधन विभाग
रायपुर (छ.ग.)**

सूचना क्रमांक 01/व.ले.लि./2017-18

राजनांदगांव, दिनांक 24/04/2017

“रुचि की अभिव्यक्ति”

(द्वितीय आमंत्रण)

“राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण”

भारत के अग्रणी फर्म/संस्थाओं जिन्हें समान प्रकृति के शासन की संस्थाओं में कार्यों का पूर्व अनुभव हो, उन्हें “राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण” के लिए “रुचि की अभिव्यक्ति” आमंत्रित की जाती है।

छत्तीसगढ़ सरकार द्वारा “राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण” कार्य के माध्यम से सिंचाई के महत्व को बढ़ाने के लिए लगभग 240 हेक्टेयर के परिक्षेत्र को विकसित करने हेतु चिन्हांकित किया गया है।

“रुचि की अभिव्यक्ति” के अंतर्गत प्राप्त प्रस्तावों का आंकलन कर योग्य फर्म/संस्थाओं की सूची तैयार की जावेगी। चयनित फर्म/संस्थाओं को प्रस्ताव जमा करने हेतु निहित शर्तों एवं मापदण्डों के आधार पर समुचित अवसर प्रदान किया जावेगा।

उपरोक्त कार्य में इच्छुक फर्म/संस्थाओं को अपने कार्य से संबंधित पूरी जानकारी प्रस्तुत करनी होगी। प्रस्ताव पिछले पांच वर्षों के वित्तीय टर्न ओव्हर, कार्य में अपेक्षित पूर्णकालिक व अंश कालिक दक्ष कर्मचारियों की सूची अभिलेखों सहित प्रस्तुत करनी होगी।

आवेदन :

1. इच्छुक फर्म/संस्थाओं को अपना प्रस्ताव आवेदन शुल्क रुपये 5000/- (पांच हजार रुपये) का डिमाण्ड ड्राफ्ट जो *कार्यपालन अभियंता, जल संसाधन संभाग, राजनांदगांव* के पक्ष में देय हो, के साथ स्पीड पोस्ट/रजिस्टर्ड पोस्ट A/D द्वारा ही *मुख्य अभियंता, महानदी गोदावरी कछार, जल संसाधन विभाग, रायपुर (छ.ग.)* को प्रस्तुत करना होगा। (उपरोक्त राशि वापसी योग्य नहीं है।)
अ. “रुचि की अभिव्यक्ति” प्रस्ताव को जमा करने की अंतिम तिथि दिनांक 15/05/2017 (5:30 बजे सायं तक)
ब. “रुचि की अभिव्यक्ति” प्रस्ताव के खुलने की तिथि दिनांक 16/05/2017 (3:30 बजे अपराह्न)
2. परियोजना एवं कार्य से संबंधित विस्तृत विवरण छत्तीसगढ़ शासन, जल संसाधन विभाग की विभागीय सब पोर्टल की वेबसाइट <http://www.cgwrd.in/pressreleases.html> & <http://eproc.cgstate.gov.in> पर दिनांक 01/05/2017 से देखा जा सकेगा।
3. आवश्यक होने पर योग्य फर्म/संस्थाओं को पावर प्वाइंट प्रस्तुति देने हेतु अल्प अवधि सूचना देकर बुलाया जावेगा।
4. किसी भी या सभी फर्म/संस्थाओं से प्राप्त प्रस्तावों को बिना कोई कारण बताये निरस्त करने का सर्वाधिकार विभाग के पास सुरक्षित रहेगा।
5. व्यक्तिगत रूप से प्रस्तुत की गई “रुचि की अभिव्यक्ति” स्वीकार नहीं की जावेगी।
6. कृपया समस्त जानकारी दिनांक 01/05/2017 को अपलोड की जाने वाली रुचि की अभिव्यक्ति बुकलेट के पृष्ठ क्रमांक- 07 में दिये गये निर्धारित प्रपत्र अनुसार तथा क्रम से उपलब्ध कराया जाना सुनिश्चित करें।



कार्यपालन अभियंता
जल संसाधन संभाग, राजनांदगांव (छ.ग.)
राज्य मुख्य अभियंता
महानदी गोदावरी कछार, रायपुर (छ.ग.)

GOVERNMENT OF CHHATTISGARH WATER RESOURCES DEPARTMENT



REQUEST FOR PROPOSAL

**FOR AGENCY ASSIGNMENT
FOR MICRO IRRIGATION PROJECT
ON TURNKEY BASIS**

INTEGRATED MICRO IRRIGATION SCHEME AT DHAMANSARA-MOHAD ANICUT

**OFFICE OF THE CHIEF ENGINEER
MAHANADI GODAWARI BASIN,
WATER RESOURCES DEPARTMENT, RAIPUR (C.G.)**

ABBREVIATION

CG	CHHATTISGARH
WRD	WATER RESOURCE 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 FOR ENVIRONMENT & FORESTS
DD	DEMAND DAFT
FDR	FIXED DEPOSIT RECEIPT
NEFT	NATIONAL ELECTRONIC FUND TRANSFER
RTGS	REAL TIME GROSS SETTLEMENT
BG	BANK GUARANTEE
PQ	PRE QUALIFICATION
CBS	COST BASED SELECTION
CV	CURRICULUM VITAE
GC	GENERAL CONDITION
SC	SPECIAL CONDITION
ITO	INCOME TAX OFFICER
PAN	PERMANENT ACCOUNT NUMBER
IT	INCOME TAX
ST	SERVICE TAX

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REQUEST FOR PROPOSAL

Selection of reputed firm/agency for Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, attendant quarter, Anicut protection work, including supply and erection of PVC pipe distribution network with Micro (Drip) Irrigation System and three years operation and maintenance of the system for 240 ha. area proposed twice a year at Dhamansara-Mohad Anicut irrigation project on Shivrath River.

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. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
3. Conducting grid survey at an interval of 5.0m including field boundaries of individual farmers, collection of necessary meteorological details, crop details and water source details.
4. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
5. Preparation of designs of suitable irrigation systems as per the guidelines of the Department of Water Resources, Chhattisgarh.
6. Preparation of Detailed Cost Estimates for all items and preparation of Detailed Project (DPR) including economical viability of the project.
7. Proposal for drip irrigation system should be planned for approximate area of 240 hectare twice a year.
8. Proposal should be planned for 2 blocks of drip irrigation system on left flank including construction of 2 nos. of approach channel, jack well, intake well, pump house, sufficient storage tank for supply of drip water during failure of power.
9. Proposal should be include sufficient fertilizer and pesticide carrying system for all block of drip irrigation system separately.

10. Installation, testing and commissioning of 2 units on left flank of suitable irrigation system including piping network, drip irrigation systems as per the designs approved by Department of Water Resources, Chhattisgarh.
11. Proposal should include supply and erection of electrification as per required for 2 units of pumping stations including electric poll, wire/cable, transformer etc.
12. Minimum 50% stand by provision should be provided for 2 pumping units.
13. Proposed irrigation area should be protected with wireness fencing as per guideline of the department including 2 nos. gate for each block.
14. During execution of work energy charges will be borne by the Firm / Agency.
15. Operation & Maintenance of Systems for three years, after completion of work.
16. Providing training and awareness to the farmers in the project area including construction of 2 nos. training/community hall with all necessary amenities to full fill approximate 150 persons.
17. Some features highlighting advance farming, educative and depictive nature of projects undertaken by irrigation department may be added.
18. Shaded and semi-shaded areas need to be planned with adequate sitting/storage facilities for each block.
19. The criteria 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.
20. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in Main River.
21. A material supplied such as pipes, machinery, pumps, micro irrigation system (Drip) should confirm to prevailing Indian Standard Specification.

**OFFICE OF THE CHIEF ENGINEER
MAHANADI GODAWARI BASIN,
WATER RESOURCES DEPARTMENT, RAIPUR (C.G.)**

Notice No. 01 / SAC / 2017-18

Rajnandgaon, Dated : 24/04/2017

EXPRESSION OF INTEREST (EOI)

(2nd Call)

“Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivnath River of Rajnandgaon District.”

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Government of Chhattisgarh is interested to develop areas of about 240 ha. to further enhance its irrigation importance by “Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivnath River of Rajnandgaon District.” The Expression of Interest (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 their proposal.

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**Executive Engineer
Water Resources Division,
Rajnandgaon (C.G.)
For Chief Engineer
Mahanadi Godawari Basin, Raipur (C.G.)**

**कार्यालय मुख्य अभियंता
महानदी गोदावरी कछार, जल संसाधन विभाग
रायपुर (छ.ग.)**

सूचना क्रमांक 01/व.ले.लि./2017-18

राजनांदगांव, दिनांक 24/04/2017

“रूचि की अभिव्यक्ति”

(द्वितीय आमंत्रण)

“राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण”

भारत के अग्रणी फर्म/संस्थाओं जिन्हें समान प्रकृति के शासन की संस्थाओं में कार्यों का पूर्व अनुभव हो, उन्हें “राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण” के लिए “रूचि की अभिव्यक्ति” आमंत्रित की जाती है।

छत्तीसगढ़ सरकार द्वारा “राजनांदगांव जिले के शिवनाथ नदी पर धामनसरा-मोहड़ एनीकट सिंचाई योजना से 240 हे. क्षेत्र में वर्ष में 2 बार सूक्ष्म सिंचाई के लिए विभिन्न कार्यों जैसे सर्वेक्षण कार्य, डिजाईन, सामाग्री की आपूर्ति, स्थापना, परीक्षण एवं चालू करने के लिए सिविल कार्य जैसे इंटेक स्ट्रक्चर्स एवं इंटेक पाईप, सम्पवेल, ओव्हर हेड पंप हाऊस, पंपिंग मशीनरी, पी.व्ही.सी. पाईप के वितरण नेटवर्क का निर्माण अटेन्डेन्ट क्वाटर, एनीकट प्रोटेक्शन कार्य तथा 03 वर्ष तक प्रणाली का संचालन एवं अनुरक्षण” कार्य के माध्यम से सिंचाई के महत्व को बढ़ाने के लिए लगभग 240 हेक्टेयर के परिक्षेत्र को विकसित करने हेतु चिन्हांकित किया गया है।

“रूचि की अभिव्यक्ति” के अंतर्गत प्राप्त प्रस्तावों का आंकलन कर योग्य फर्म/संस्थाओं की सूची तैयार की जावेगी। चयनित फर्म/संस्थाओं को प्रस्ताव जमा करने हेतु निहित शर्तों एवं मापदण्डों के आधार पर समुचित अवसर प्रदान किया जावेगा।

उपरोक्त कार्य में इच्छुक फर्म/संस्थाओं को अपने कार्य से संबंधित पूरी जानकारी प्रस्तुत करनी होगी। प्रस्ताव पिछले पांच वर्षों के वित्तीय टर्न ओव्हर, कार्य में अपेक्षित पूर्णकालिक व अंश कालिक दक्ष कर्मचारियों की सूची अभिलेखों सहित प्रस्तुत करनी होगी।

आवेदन :

1. इच्छुक फर्म/संस्थाओं को अपना प्रस्ताव आवेदन शुल्क रुपये 5000/- (पांच हजार रुपये) का डिमाण्ड ड्राफ्ट जो **कार्यपालन अभियंता, जल संसाधन संभाग, राजनांदगांव** के पक्ष में देय हो, के साथ **स्पीड पोस्ट/रजिस्टर्ड पोस्ट A/D** द्वारा ही **मुख्य अभियंता, महानदी गोदावरी कछार, जल संसाधन विभाग, रायपुर (छ.ग.)** को प्रस्तुत करना होगा। (उपरोक्त राशि वापसी योग्य नहीं है।)
अ. “रूचि की अभिव्यक्ति” प्रस्ताव को जमा करने की अंतिम तिथि दिनांक **15/05/2017 (5:30 बजे सायं तक)**
ब. “रूचि की अभिव्यक्ति” प्रस्ताव के खुलने की तिथि दिनांक **16/05/2017 (3:30 बजे अपरान्ह)**
2. परियोजना एवं कार्य से संबंधित विस्तृत विवरण छत्तीसगढ़ शासन, जल संसाधन विभाग की विभागीय सब पोर्टल की वेबसाइट **<http://www.cgwrd.in/pressreleases.html> & <http://eproc.cgstate.gov.in>** पर दिनांक **01/05/2017** से देखा जा सकेगा।
3. आवश्यक होने पर योग्य फर्म/संस्थाओं को पावर प्वाइंट प्रस्तुति देने हेतु अल्प अवधि सूचना देकर बुलाया जावेगा।
4. किसी भी या सभी फर्म/संस्थाओं से प्राप्त प्रस्तावों को बिना कोई कारण बताये निरस्त करने का सर्वाधिकार विभाग के पास सुरक्षित रहेगा।
5. व्यक्तिगत रूप से प्रस्तुत की गई “रूचि की अभिव्यक्ति” स्वीकार नहीं की जावेगी।
6. कृपया समस्त जानकारी दिनांक 01/05/2017 को अपलोड की जाने वाली रूचि की अभिव्यक्ति बुकलेट के पृष्ठ क्रमांक- 07 में दिये गये निर्धारित प्रपत्र अनुसार तथा क्रम से उपलब्ध कराया जाना सुनिश्चित करें।

कार्यपालन अभियंता
जल संसाधन संभाग, राजनांदगांव (छ.ग.)
वास्ते मुख्य अभियंता
महानदी गोदावरी कछार, रायपुर (छ.ग.)

**OFFICE OF THE CHIEF ENGINEER
MAHANADI GODAWARI BASIN,
WATER RESOURCES DEPARTMENT, RAIPUR (C.G.)**

EXPRESSION OF INTEREST (EOI)

“Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well overhead pump house, pumping machineries, attendant quarter & anicut protection work including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year of proposed Dhamansara-Mohad Anicut at Shivnath River of Rajnandgaon District.”

The Dhamansara-Mohad Anicut is constructed across the Shivnath River, near villages Mohad and Janglesar. The length and height of the anicut is 245.00m & 3.00m respectively. The site is 11 km away from Rajnandgaon.

The command area of Dhamansara-Mohad Anicut integrated Micro Irrigation Project is positioned in Mohad and Janglesar village on left banks of Shivnath River of District Rajnandgaon of Chhattisgarh State. The total command area for the integrated Micro Irrigation Project is 240 ha. The command area is divided into 2 blocks on left side of the Shivnath River. Shivnath River is to be considered as main water source.

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. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
3. Conducting grid survey at an interval of 5.0m including field boundaries of individual farmers, collection of necessary meteorological details, crop details and water source details.
4. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
5. Preparation of designs of suitable irrigation systems as per the guidelines of the Department of Water Resources, Chhattisgarh.
6. Preparation of Detailed Cost Estimates for all items and preparation of Detailed Project (DPR) including economical viability of the project.
7. Proposal for drip irrigation system should be planned for approximate area of 240 hectare twice a year.
8. Proposal should be planned for 2 blocks of drip irrigation system on left flank including construction of 2 nos. of approach channel, jack well, intake well, pump house, sufficient storage tank for supply of drip water during failure of power.

9. Proposal should be include sufficient fertilizer and pesticide carrying system for all block of drip irrigation system separately.
10. Installation, testing and commissioning of 2 units on left flank of suitable irrigation system including piping network, drip irrigation systems as per the designs approved by Department of Water Resources, Chhattisgarh.
11. Proposal should be include supply and erection of electrification as per required for 2 units of pumping stations including electric poll, wire/cable, transformer etc.
12. Minimum 50% stand by provision should be provided for 2 pumping units.
13. Proposed irrigation area should be protected with wireness fencing as per guideline of the department including 2 nos. gate for each block.
14. During execution of work energy charges will be borne by the Firm / Agency.
15. Operation & Maintenance of Systems for three years, after completion of work.
16. Providing training and awareness to the farmers in the project area including construction of 2 nos. training/community hall with all necessary amenities to full fill approximate 150 persons.
17. Some features highlighting advance farming, educative and depictive nature of projects undertaken by irrigation department may be added.
18. Shaded and semi-shaded areas need to be planned with adequate sitting/storage facilities for each block.
19. The criteria 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.
20. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in Main River.
21. A material supplied such as pipes, machinery, pumps, micro irrigation system (Drip) should confirm to prevailing Indian Standard Specification.

B. Initial Submission for EOI :

The expression of interest is hereby invited from the leading consulting firm/organization in India with their past experience for handling similar work with Government organization for “Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year proposed at Dhamansara-Mohad Anicut irrigation project on Shivnath River.

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.

C. 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 Resources Division, Rajnandgaon Chhattisgarh” through speed post/Registered post A/D to the Chief Engineer Mahanadi Godawari Basin, Raipur (C.G.)
 - A. Last Date for Submission of EOI Document **15/05/2017 till 5:30 PM.**
 - B. Date of Opening of EOI Proposal Document **16/05/2017 at 3:30 PM.**
2. Further details regarding the project, can be viewed on sub portal of Water Resources Department, Chhattisgarh website **<http://www.cgwrdd.in/pressreleases.html> & <http://eproc.cgstate.gov.in> from Date 01/05/2017**
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 Resources Division,
Rajnandgaon (C.G.)
For Chief Engineer
Mahanadi Godawari Basin, Raipur (C.G.)**

SECTION - 1

LETTER OF INVITATION

**OFFICE OF THE CHIEF ENGINEER
MAHANADI GODAWARI BASIN
WATER RESOURCES DEPARTMENT
RAIPUR (C.G.)**

Memo No.

Raipur, Dated/...../.....

To,

1.
.....
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2.
.....
.....
3.
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Subject : Invitation of Proposal for preparation for Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year proposed at Dhamansara-Mohad Anicut irrigation project on Shivrath River.

Ref. : Your Expression of Interest

Dear M/s

1. Expression of Interest was invited for Dhamansara-Mohad Anicut Irrigation Project of Water Resources Department in the State of Chhattisgarh on the EOI received were valued and short listed, which include your EOI.

2. The Chief Engineer Mahanadi Godawari Basin Water Resources Department Raipur on behalf of Government of Chhattisgarh now invites the proposal for Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area proposed at Dhamansara-Mohad Anicut irrigation project on Shivrath River.
3. The request for proposal (RFP) is enclosed.
4. The Agencies will be selected under similar work and cost base selection procedure.
5. Short description of the scope of assignment :
 - 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) The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
 - 3) Conducting grid survey at an interval of 5.0m including field boundaries of individual farmers, collection of necessary meteorological details, crop details and water source details.
 - 4) The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
 - 5) Preparation of designs of suitable irrigation systems as per the guidelines of the Department of Water Resources, Chhattisgarh.
 - 6) Preparation of Detailed Cost Estimates for all items and preparation of Detailed Project (DPR) including economical viability of the project.
 - 7) Proposal for drip irrigation system should be planned for approximate area of 240 hectare twice a year.
 - 8) Proposal should be planned for 2 blocks of drip irrigation system on left flank including construction of 2 nos. of approach channel, jack well, intake well, pump house, sufficient storage tank for supply of drip water during failure of power.
 - 9) Proposal should include sufficient fertilizer and pesticide carrying system for all block of drip irrigation system separately.
 - 10) Installation, testing and commissioning of 2 units on left flank of suitable irrigation system including piping network, drip irrigation systems as per the designs approved by Department of Water Resources, Chhattisgarh.

- 11) Proposal should be include supply and erection of electrification as per required for 2 units of pumping stations including electric poll, wire/cable, transformer etc.
- 12) Minimum 50% stand by provision should be provided for 2 pumping units.
- 13) Proposed irrigation area should be protected with wireness fancing as per guideline of the department including 2 nos. gate for each block.
- 14) During execution of work energy charges will be borne by the Firm / Agency.
- 15) Operation & Maintenance of Systems for three years, after completion of work.
- 16) Providing training and awareness to the farmers in the project area including construction of 2 nos. training/community hall with all necessary amenities to full fill approximate 150 persons.
- 17) Some features highlighting advance farming, educative and depictive nature of projects undertaken by irrigation department may be added.
- 18) Shaded and semi-shaded areas need to be planned with adequate sitting/storage facilities for each block.
- 19) The criteria 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.
- 20) The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in Main River.
- 21) A material supplied such as pipes, machinery, pumps, micro irrigation system (Drip) should confirm to prevailing Indian Standard Specification.

6. The Request for proposal includes the following documents.

NIT	E.O.I.
Section- 1	- Letter of Invitation
Section- 2	- Information to Agency including Data Sheet
Section- 3	- Technical Proposal Standard Forms
Section- 4	- Financial Proposal Standard Forms
Section- 5	- Background Information and Terms of Reference
Section- 6	- Standard Form of Contract

7. Your proposal should be delivered to the office of the Chief Engineer Mahanadi Godawari Basin, Water Resources Department, Raipur (C.G.) on or before 15.05.2017 upto 5.30 PM in a sealed envelope through speed post/Registered post A.D. only, the proposal received through courier shall not be acceptable. The proposal received after the last dates are liable to be rejected.

- 7a. The intending Agencies shall have to submit earnest money Rs. 2% of his bid only, in the form of Bank Draft/FDR of the any nationalised or any other schedule bank in favour of Executive Engineer, Water Resources Division, Rajnandgaon (C.G.)
- 7b. Bank Draft of Rs. In favour of Executive Engineer, Water Resources Division, Rajnandgaon (C.G.) should be submitted on account of cost of RFP document, which is not refundable.

The Bank Draft as stated in (a) and (b) above should be in separate envelope and financial proposal as stated in para 6 above should be in separate envelope both the envelope shall be submitted in a outer envelope clearly indicating the work for which the EOI is offered duly signed by the Agency.

8. 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)
9. All the right to reject any or all the responses received (at any time) without assigning any reason whatsoever is reserved.

Sincerely
Chief Engineer
Mahanadi Godawari Basin
Water Resources Department, Raipur (C.G.)

SECTION - 2

GENERAL INFORMATION

TO

AGENCY/FIRMS

GENERAL INFORMATION TO AGENCY / FIRM

1. INTRODUCTION :-

GENERAL

- 1.1 The client named in the Data Sheet will select Agency's among those listed in the letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The Agency's are invited to submit a Technical Proposal and a financial proposal, as specified in the Data Sheet for the contracting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Agency's.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. The performance of the Agency's under each phase must be the Client's satisfaction before work begins on the next phase.
- 1.4 The Agency's must familiarize themselves with local conditions while preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Agency's may visit the Client before submitting a proposal and to attend a proposal conference is specified in the Data Sheet. The Agency's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information.
- 1.5 The Client will assist the Agency's in obtaining licenses, approvals and permits needed to carry out the service.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 Agency's must strictly avoid conflicts with other assignment or their own corporate interests. Agency's shall not be hired for any assignment that would be in conflict with their prior or current obligation to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Agencies shall not be hired under the circumstances set forth below :

- (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project, Conversely, firm hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or service related to the initial assignment (other than a continuation of the firm's earlier services) for the same project.
- (b) Agencies or any of their affiliates shall not be hired for any assignment which by its nature, may be in conflict with another assignment of the Agencies.

1.8 Agencies shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to execute the work if the firm is awarded the contract.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS :-

2.1 Agencies may request a clarification of any of the RFP documents up to fifteen (15) days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response including an explanation of the query but without identifying the source of inquiry, to all short listed Agencies should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub Clause 2.2

2.2 At any time before the submission of Proposals, the Client may, whether at its 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 Agencies and will be binding on them. To give Agencies reasonable time in which to take an amendment into account in their Proposals the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL :-

3.1 Agencies Proposal (the proposal will consist of two (2) components.

- (i) The Technical Proposal and
- (ii) The Financial Proposal

3.2 The Proposal, as well as on related correspondence exchanged by the Agencies and the Client, shall be in English. All reports prepared by the contracted Agency shall also be in English. If desired, the Client may ask for the above in Hindi also.

3.3 The Proposal should include a cover letter signed by persons(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.

3.4 The Technical Proposal should clearly demonstrate the Contactor & understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. TECHNICAL PROPOSAL :-

4.1 Technical Proposal Format :

The Technical Proposal shall provide the following information using the attached standard forms (Section 3)

- (i) A description of the methodology and work plan for performing the assignment (Section 3B)
- (ii) The list of the proposed staff team by specialty the task that would be assigned to each staff team member and their timing. (Section 3C)
- (iii) CVs recently signed by the proposed professional staff and the authorized (Section 3D) Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- (iv) Estimates of the total staff input (Professional and support staff, staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. (Section 3E and 3F)
- (v) Any additional information requested in the Data Sheet.

4.2 The Technical Proposal shall not include any financial information.

5. FINANCIAL PROPOSAL :-

- 5.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlines in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with works to be executed (a) Survey, preparation designs and cost estimates and its approvals, (b) Construction of all civil required works, (c) Supply and installation of PVC pipe network and drip irrigation system (d) Supply and erection of Drip Irrigation System, and (e) Operation and maintenance of the system for three years.
- 5.2 The Financial Proposal should clearly estimate, as separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the Agency, the sub-Agency and their personal (other than nationals or permanent residents of the government's country) including service tax and education cess as per law unless the Data Sheet specifies otherwise.
- 5.3 Agency should express the price of their contract work in the Indian Currency only.
- 5.4 Commissions and gratuities, if any, paid or to be paid by Agencies and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 5.5 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Agency is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Agencies who do not agree have the right not to extend the validity of their proposals.

NAME OF THE WORK :

Item No.	Description of Item	Amount in Figure	Amount in Words
1	Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area twice a year proposed at Dhamansara-Mohad Anicut Irrigation Project on Shivrath River.		
	TOTAL LUMP SUM :		

SCOPE OF WORK :-

- 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) The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
- 3) Conducting grid survey at an interval of 5.0m including field boundaries of individual farmers, collection of necessary meteorological details, crop details and water source details.
- 4) The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
- 5) Preparation of designs of suitable irrigation systems as per the guidelines of the Department of Water Resources, Chhattisgarh.
- 6) Preparation of Detailed Cost Estimates for all items and preparation of Detailed Project (DPR) including economical viability of the project.
- 7) Proposal for drip irrigation system should be planned for approximate area of 240 hectare twice a year.

- 8) Proposal should be planned for 2 blocks of drip irrigation system on left flank including construction of 2 nos. of approach channel, jack well, intake well, pump house, sufficient storage tank for supply of drip water during failure of power.
- 9) Proposal should be include sufficient fertilizer and pesticide carrying system for all block of drip irrigation system separately.
- 10) Installation, testing and commissioning of 2 units on left flank of suitable irrigation system including piping network, drip irrigation systems as per the designs approved by Department of Water Resources, Chhattisgarh.
- 11) Proposal should be include supply and erection of electrification as per required for 2 units of pumping stations including electric poll, wire/cable, transformer etc.
- 12) Minimum 50% stand by provision should be provided for 2 pumping units.
- 13) Proposed irrigation area should be protected with wireness fencing as per guideline of the department including 2 nos. gate for each block.
- 14) During execution of work energy charges will be borne by the Firm / Agency.
- 15) Operation & Maintenance of Systems for three years, after completion of work.
- 16) Providing training and awareness to the farmers in the project area including construction of 2 nos. training/community hall with all necessary amenities to full fill approximate 150 persons.
- 17) Some features highlighting advance farming, educative and depictive nature of projects undertaken by irrigation department may be added.
- 18) Shaded and semi-shaded areas need to be planned with adequate sitting/storage facilities for each block.
- 19) The criteria 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.
- 20) The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in Main River.
- 21) A material supplied such as pipes, machinery, pumps, micro irrigation system (Drip) should confirm to prevailing Indian Standard Specification.

The Criteria & Weightage :

Sr. No.	PQ Requirement	(Marks)
1	Agencies empanelled with Chhattisgarh State Government and Central Government for supplying and erection of micro irrigation system including laying of pipe line network for irrigation.	5
2	Bidder must be a HDPE / PVC Pipe manufacturer and should be registered as approved Agency atleast in 'A' or 'AA' Class with Irrigation Department and/or PWD in C.G. State.	5
3	The Bidder should have experience of execution of turnkey projects of same nature in the field of piping network and micro irrigation system.	10
4	The HDPE / PVC Pipe manufacturer should be responsible for the jointing of HDPE / PVC Pipes and should be well equipped with the man & machinery required. The Bidder should have experienced technical staff with atleast 5 years' experience in the same nature of works.	10
5	Bidder should be a manufacture of the HDPE / PVC Pipe and Drip components.	10
6	The production capacity of the Bidder should be certified from Ministry of Commerce and Industry.	5
7	Bidder should have experience of execution of turnkey projects in the field of HDPE / PVC Piping network and micro irrigation system.	10
8	Bidder should have executed survey, design, supply and installation of micro irrigation systems covering a total area of 1000 hectares in any three years of last five years which are working satisfactorily.	10
9	Bidder should have experience of installation of HDPE / PVC Piping network for atleast 100 km.	10
10	The bidder should have an experience in the job of maintenance of the micro and piping scheme.	5
11	Skilled technical personals/manpower for the project works.	5
12	The Bidder should have office and depot in Chhattisgarh.	10
13	Methodology and component selection and design of the system.	5

The Bidder must qualify in all the above items and obtain minimum 80% of the marks. A proposal scoring the minimum 80% marks will be deemed to be technically responsive. Others will be rejected and their financial bids will not be opened.

Specifications of Micro (Drip) Irrigation :

The water requirement of crops to be considered is 0.87 LPS / Ha in case of drip irrigation systems, considering available electricity hour 16 hrs / day.

Drip system should be surface Drip irrigation system at 4 feet (1.20 mtr) lateral spacing with PC/NPC inline lateral of 16 mm diameter with 0.60 LPH to 2.40 LPH dripper discharge at every 40 cm dripper spacing.

Drip irrigation system should be design and supply as per GOI and State Govt. guidelines.

PVC for Main and Sub Main pipes should be as per IS-4985 standards.

Trenching and Backfilling of the Main/Sub Main Pipes : Trenching and backfilling of the mainline and sub mainline pipes should be done as per standard practice and as directed by Engineer-in-Charge.

Lateral and Accessories : 1) Plain lateral of 16 mm size of Class 2 as per IS-1286:1989 with latest amendments, 2) Inline lateral of 16 mm size with pressure Compensating or Non pressure Compensating Dripper of 0.60 LPH 2.40 LPH at every 40 cm the spacing of Class 2 as per IS-13488:2008 with latest amendments.

Filtration and Fertigation Unit : 1) Self Cleaning section cleaner filter with required sizes at each block level, 2) Disc Filter of required size at each block level, 3) Fertigation tank of relevant size at each block level.

Valves and Accessories : 1. Air Release Valve as per design requirement, 2. Control valves for the sub main as per design requirement, 3. Flush Valve of the relevant sizes.

Performance Requirements :

1. Drip manufacturer should have empanelment for micro irrigation business in Chhattisgarh.
2. The Drip manufacturers should have valid BSI License for literals with sufficient experience.
3. The Drip manufacturer should be an ISO-9001, ISO-14001 and ISO-18001 certified company.
4. The Drip manufacture should have in house testing facilities.

List of Codes :

1. Polyethylene pipes for laterals (IS-12786:1989)
2. Emitters (IS-13487:1992)
3. Estimating pipes system (IS-13488:1992)
4. Strainer type filters (IS-12785:1994)
5. Polyethylene micro tubes for drip irrigation system (IS-14482:1997)
6. Media filters (IS-14606:1998)
7. Hydro cyclone separators (IS-14743:1999)
8. PVC pipes for water supply (IS-4985:1999, IS-4985:2000)
9. HDPE pipes confirming to (IS-4984:1995)

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS :-

- 6.1 The original proposal (both technical and financial proposals) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except any such corrections as necessary to correct errors made by Agency's themselves. Interlineations or overwriting must be entailed with date by the person(s) who signed the proposal.
- 6.2 An authorized representative of the Agency shall put full signature on all pages of the original hard copy of the financial proposal.
- 6.3 The technical proposal shall be marked "Original" and will be governing.
- 6.4 The original Technical Proposal to be sent to the Client shall be placed 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 indicated in the Data Sheet. If the Financial Proposal is not duly submitted by the Agency separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non responsive.

- 6.5 Proposals must be delivered at the indicated Client Submission address on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of sub clause 2.2
- 6.6 The Technical Proposal and the Financial Proposal shall be opened by the Chief Engineer, Mahanadi Godawari Basin, Water Resources Department, Raipur or Officer authorized by him in the office of the Chief Engineer, Mahanadi Godawari Basin, Water Resources Department, Raipur on dateat PM in the presence of authorized representative of Agency's who chooses to be present.

7. PROPOSAL EVALUATION (General) :-

7.1 From the time proposal are opened, to the time the contract is awarded, the Agency should not contact the Client on any matter related to its Technical and / or Financial Proposal. Any effort by an Agency to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Agency's Proposal.

7.2 The Financial Proposal shall be opened publicly in the presence of the Agency's or their authorized representatives who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

8. TENDERS ARE LIABLE TO BE REJECTED :-

Conditional proposal 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 whose bid is accepted by the competent authority.

11. EXECUTION OF AGREEMENT :-

Execution of Agreement and Engineer-in-Charge for the Work :

The Agency's, whose bid is accepted, will execute the agreement with the Executive Engineer, Water Resources Division, Rajnandgaon (C.G.) in the prescribed form within a fortnight 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 :

The intending tender may remit the Earnest Money in the form of DD / FDR / NEFT / Credit Card Payment / BG of the Nationalized scheduled Bank in favour of the

“Executive Engineer, Water Resources Division, Rajnandgaon (C.G.)”. It will be the responsibility of the Agency to get the validity of the DD / FDR / NEFT / Credit Card Payment / BG extended at least one month prior to the expiry date from time to time, falling which the DD / FDR / NEFT / Credit Card Payment / BG shall be encashed by the Engineer-in-Charge on month before the expiry date of DD / FDR / NEFT / Credit Card Payment / BG 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 (12) Months from the stipulated last date of submission of tender.

12.3 Receipt of Earnest Money :

No proposal will be received without an **Earnest Money of Rs./-**
..... only in a separate sealed cover marked as Envelope-A duly superscripted. The Earnest Money will be returned to the unsuccessful Agency's on the rejection of their proposal or earlier as may be decided by the competent authority and will be retained from the successful Agency as part of Security Deposit.

12.4 Security Deposit :

The Security Deposit @ 5.00% (Five Percent) from each payment shall be deducted till the value of such deduction (inclusive of amount of security for performance) becomes 5.00% (Five Percent) of the tendered value.

12.5 All Dues will be Payable by the Agency :

All dues regarding taxes including the Sales Tax, Octroi duties, etc. levied on the Agency's work by Government and local bodies of private individuals will be payable by the Agency.

13. INCOME TAX :—

Income Tax from any sum payable to the Agency shall be deducted at sources from its any type of payment for this contract as per section 194 of Income Tax Act 1961 and as per prevailing rules.

14. COMMERCIAL TAX :-

Commercial Tax (Vanijya Kar) at the rate of 2.00% (Two Percent) or as communicated by Department of Commercial Tax, Government of Chhattisgarh, will be payable by the Agency as per prevailing rules in this regard.

15. SERVICE TAX :-

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

16. MODEL RULES FOR LABOUR CAMPS :-

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

18. SUBMISSION OF INCOME TAX CLEARANCE CERTIFICATE :-

No proposal will be considered unless it is accompanied by a Income Tax certificate from the Income Tax Officer concerned (specimen of this form is appended hereto vide (**Appendix-H**) or a certificate from the Income Tax authority that the assessment is under consideration.

19. REMOVAL OF UNSUITABLE OR UNDESIRABLE EMPLOYEES OF AGENCY :-

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

20. RECOVERY OF AMOUNT DUES :-

Any amount due to Government from the Agency on any account may be recovered from him, as arrears of land revenue.

21. NO CLAIMS FOR PRICE ADJUSTMENT :-

No claims for price adjustment / escalation under any circumstances whatsoever shall be entertained.

22. VALIDITY OF OFFER :-

The offer of the proposals shall remain valid for 6 (Six) months with effect from the date of opening of Financial Proposal.

23. FORCE MAJEURE :-

Failure in performance due to Force Majeure of any part of this contract arise from war, insurrection, restraint imposed by Government Act of Legislature or Act of God or any inevitable or unforeseen event beyond human control, directly or indirectly interfering with the execution of work or from any cause, which may be reasonable ground for an extension of time, the competent authority as mentioned in para 2.5.3 of General Condition will allow such additional time as he considers to be justified in the circumstances of the case.

24. IDENTITY CARD TO THE EMPLOYEE :-

Each employee of the Agency related with the work shall bona-fide Photo Identity Card duly signed by the Engineer-in-Charge.

25. TOOLS AND PLANTS :-

The Agency shall be liable to arrange the special and ordinary tools and plants required for the said work as his own cost.

DATA SHEET

Clause Reference

1.1 The Name of the Client is : Chief Engineer
Mahanadi Godawari Basin
Water Resources Department
Raipur (C.G.)

The Method of Selection is : Cost-Based-Selection (CBS)

1.2 A Technical and a Financial Proposals are requested : Yes

The name of the assignment is Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with micro (drip) irrigation system and three years operation and maintenance of the system for 240 ha. area proposed at Dhamansara-Mohad Anicut irrigation project on Shivrath River.

Objectives of the Assignment are :-

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. The bidder should first make itself well aware of above along with site, so as to produce right kind of solution.
3. Conducting grid survey at an interval of 5.0m including field boundaries of individual farmers, collection of necessary meteorological details, crop details and water source details.
4. The plan/designing is prohibited to make any major changes in existing topography rockery or water channels along with minimal civil construction.
5. Preparation of designs of suitable irrigation systems as per the guidelines of the Department of Water Resources, Chhattisgarh.
6. Preparation of Detailed Cost Estimates for all items and preparation of Detailed Project (DPR) including economical viability of the project.

7. Proposal for drip irrigation system should be planned for approximate area of 240 hectare twice a year.
8. Proposal should be planned for 2 blocks of drip irrigation system on left flank including construction of 2 nos. of approach channel, jack well, intake well, pump house, sufficient storage tank for supply of drip water during failure of power.
9. Proposal should be include sufficient fertilizer and pesticide carrying system for all block of drip irrigation system separately.
10. Installation, testing and commissioning of 2 units on left flank of suitable irrigation system including piping network, drip irrigation systems as per the designs approved by Department of Water Resources, Chhattisgarh.
11. Proposal should be include supply and erection of electrification as per required for 2 units of pumping stations including electric poll, wire/cable, transformer etc.
12. Minimum 50% stand by provision should be provided for 2 pumping units.
13. Proposed irrigation area should be protected with wireness fencing as per guideline of the department including 2 nos. gate for each block.
14. During execution of work energy charges will be borne by the Firm / Agency.
15. Operation & Maintenance of Systems for three years, after completion of work.
16. Providing training and awareness to the farmers in the project area including construction of 2 nos. training/community hall with all necessary amenities to full fill approximate 150 persons.
17. Some features highlighting advance farming, educative and depictive nature of projects undertaken by irrigation department may be added.
18. Shaded and semi-shaded areas need to be planned with adequate sitting/storage facilities for each block.
19. The criteria 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.
20. The planning should incorporate provisions to tackle existing drain plans and its ornamental designing to improvise waste flow and its merger in Main River.
21. A material supplied such as pipes, machinery, pumps, micro irrigation system (Drip) should confirm to prevailing Indian Standard Specification.

More details on the “Services” are described in the attached Terms of Reference.

1.3 The Assignment is Phased : No

1.4 A pre-proposal conference will be held :

The name(s), address(es) and telephone numbers of the Client’s official is

Chief Engineer Mahanadi Godawari Basin, Water Resources Department, Raipur (C.G)

Phone No.

1.5 Clarification may be requested at least 15 days prior to opening date of proposal the address for requesting clarification is :

Chief Engineer, Mahanadi Godawari Basin, Water Resources Department, Raipur (C.G) Phone No.

1.6 Proposal should be submitted in English only.

(i) Training is an important feature of this assignment :

(ii) Additional information in the Technical Proposal includes :

1.7 Taxes : Agency’s are requested to consultant Tax consultants for details :

1.8 Agency’s to state cost in Indian Rupees

1.9 Proposals shall remain valid for 180 days after the submission date.

Information on the outer envelope should also include : proposed Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, construction of attendant quarter & anicut protection work, including supply and erection of PVC pipe distribution network with drip irrigation system and three years operation and maintenance of the system for 240 ha. area of proposed at Dhamansara-Mohad Anicut irrigation project.

The proposal submission address is :

Chief Engineer
Mahanadi Godawari Basin
Water Resources Department,
Raipur (C.G.)

SECTION - 3

TECHNICAL PROPOSAL

STANDARD FORMS

TECHNICAL PROPOSAL – STANDARD FORMS

- 3A. TECHNICAL PROPOSAL SUBMISSION FORM.**
- 3B. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.**
- 3C. TEAM COMPOSITION AND TASK ASSIGNMENTS.**
- 3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.**

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(Location Date)

To,

**The Chief Engineer
Mahanadi Godawari Basin
Water Resources Department
Raipur (C.G.)**

Respected Sir,

We, the undersigned, offer to provide the providing drip irrigation system in accordance with your request for proposal dated and our proposal we are hereby submitting our proposal, which includes the Technical Proposal and a Financial Proposal sealed each under a separate envelope.

A bona-fide 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.

If negotiations are held during the period of validity of the proposal we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modification resulting from Contract negotiations.

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

Yours Sincerely,

**Authorized Signature
Name and Title of Signatory
Name of Firm
Address**

3B. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT

3C. TEAM COMPOSITION AND TASK ASSIGNMENTS.

I. Technical / Managerial Staff :

No.	Name	Position	Task

II. Support Staff :

No.	Name	Position	Task

3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position : _____

Name of Firm : _____

Name of Staff : _____

Profession : _____

Date of Birth : _____

Year with Firm / Entity : _____ Nationality : _____

Membership in Professional Societies : _____

Detailed Tasks Assigned : _____

Key Qualifications :

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education :

[Summarize college / university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record :

[Starting with present position, list in reverse order every employment held. List of positions held by staff member since graduation, giving dates, names of employing organizations, titles of professions held, and locations of assignments. For experience in last ten years, also types of activities performed and client references, where appropriate. Use about two pages.]

Languages :

[For each language indicate proficiency : excellent, good, fair or poor in speaking, reading and writing.]

Certification :

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date : _____

[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member : _____

Full name of authorized representative : _____

SECTION - 4

FINANCIAL PROPOSAL

STANDARD FORMS

FINANCIAL PROPOSAL – STANDARD FORMS

4A. FINANCIAL PROPOSAL SUBMISSION FORM.

4B. SUMMARY OF COSTS.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

(Location Date)

To,

**The Chief Engineer
Mahanadi Godawari Basin
Water Resources Department
Raipur (C.G.)**

Respected Sir,

We, the undersigned, offer to provide the contract for Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, attendant quarter, Anicut protection work, including supply and erection of PVC pipe distribution network with Micro (Drip) Irrigation System and three years operation and maintenance of the system for 240 ha. area proposed twice a year at Dhamansara-Mohad Anicut irrigation project on Shivrath River. In accordance with your request for proposal dated (date) and our proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of (Amount in words and figures). This amount is exclusive of the local taxes, which we have estimated at (Amount(s) in words and figures).

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, i.e. (date).

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"

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the contract are listed below :

Name and Address of Agents	Amount in INR	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yours Sincerely,

**Authorized Signature
Name and Title of Signatory
Name of Firm
Address**

4B. DETAILS OF COSTS

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

NOTE : The cost of the contract is the one given in the summary as above and payment is to be made as agreed during negotiations.

Yours Sincerely,

**Authorized Signature
Name and Title of Signatory
Name of Firm
Address**

SECTION - 5

BACKGROUND INFORMATION AND TERMS OF REFERENCE

TERMS OF REFERENCE

FOR

“Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, attendant quarter, Anicut protection work, including supply and erection of PVC pipe distribution network with Micro (Drip) Irrigation System and three years operation and maintenance of the system for 240 ha. area proposed twice a year at Dhamansara-Mohad Anicut irrigation project on Shivnath River”

(A) INTRODUCTION :-

The Dhamansara-Mohad Anicut is constructed across the Shivnath River, near village Mohad and Janglesar. The length and height of the anicut is 245m & 3.0m respectively. The site is away from Rajnandgaon is around 11 km.

The command area of Dhamansara-Mohad Anicut integrated Micro Irrigation Project is positioned in Mohad and Janglesar villages on left banks of Shivnath River of District Rajnandgaon of Chhattisgarh State. The total command area for the integrated Micro Irrigation Project is 240 ha. The command area is divided into 2 blocks on left side of the Shivnath River. Shivnath River is to be considered as main water source.

1. Scheme can be located on toposheet as below –

Toposheet No. – 64 – G/4

- (i) Longitude between 80°-05'-30"
- (ii) Latitude between 21°-03'-47"

SCOPE OF SERVICES :-

Detail	Present Status	Activities Required to be carried out by the Consultancy Agencies
1. Collection of index maps including command area, roads, existing structure etc.	-	Full activities shall be carried out by the Agency.
2. Providing Contour Command Maps of the entire area to be considered under the project. The contour command maps should also show the clear cut boundaries of the fields, nallas, roads, existing structures, gut numbers etc.	-	Full activities shall be carried out by the Agency.
3. Providing list of farmers, gut numbers and their areas.	-	Full activities shall be carried out by the Agency.
4. Collection of details of the water source of the project along with controlling levels and other required details.	-	Full activities shall be carried out by the Agency.
5. Electricity availability and network details, schedule.	-	Full activities shall be carried out by the Agency.
6. Preparation of designs and estimated as per the norms of Water Resource Department, Chhattisgarh.	-	Full activities shall be carried out by the Agency.
7. Preparing of Details Project Report based on the above data/information.	-	Full activities shall be carried out by the Agency.
8. Supply and installation of irrigation system including PVC piping network and micro irrigation systems based on approved designs and installation of required pump and pump houses etc.	-	Full activities shall be carried out by the Agency.
9. Testing and commissioning of the system as per the guideline of the Engineer-in-Charge.	-	Full activities shall be carried out by the Agency.
10. Operation & Maintenance of systems for 3 years after work completion.	-	Full activities shall be carried out by the Agency.
11. Identification of training needs of the farmers and preparation of training module on various subjects such as Micro Irrigation Operation & Maintenance, pump operation and maintenance and crop specific trainings.	-	Full activities shall be carried out by the Agency.

Not with standing anything contained in the above term of reference. The Agency shall collect other data, details, studies & reports as may be deemed necessary for the successful execution of work.

1.8 REPORTING REQUIREMENTS :

The reporting requirements of the Agency's work shall be as given below the draft reports, progress reports and other interim documents shall have to be submitted in 10 copies.

- i. The agency shall submit a detailed work plan expanding all activities of his proposals and outlining specific methods of approach. The work plan will also provide a detailed task by task time schedule in weeks for the entire contract period. Major differences from similar information presented in the entitle proposal and from time schedule provided in other section of TOR shall be explained. The report should be submitted within one month of the commencement of work.
- ii. The agency after reviewing and collecting the available data shall submit methodology to be adopted for different tasks for review and approval of Chief Engineer, Mahanadi Godawari Basin, Raipur, and such report shall be submitted within two month of commencement of the work.
- iii. An intermediate report shall be submitted every month from start of work indicating the details of progress for each activity of work.
- iv. As soon as the case submission to Ministry of Environment & Forest New Delhi, including presentation to the Nodal agencies, it should immediately be communicated to the Chief Engineer, Mahanadi Godawari Basin, Raipur, along with this immediate action for getting clearance from MOEF is to be taken.
- v. Preparation of DPR after approval of the drawing of various competent of the project by competent authority within 1 month from award of Contract.

**CHIEF ENGINEER
MAHANADI GODAWARI BASIN
WATER RESOURCES DEPARTMENT
RAIPUR (C.G.)**

SECTION - 6

STANDARD FORMS OF CONTRACTS

&

A. GENERAL CONDITIONS OF CONTRACT

B. SPECIAL CONDITIONS OF CONTRACT

1. 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 Resources Division, Rajnandgaon (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
MAHANADI GODAWARI BASIN, RAIPUR (C.G.)**

**EXECUTIVE ENGINEER
WATER RESOURCES DIVISION, RAJNANDGAON (C.G.)**

**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 (C.G.) are attached, together with all documents listed in clause 1 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 **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 Godawari Basin 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 :

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

3. Obligations of the Contractors :-

3.1 General :

The 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-in-Charge, 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 action:

- (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 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/firms 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 pre progress of work.

However, no claim no 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 Godawari Basin, 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 advances shall be further, subject to the condition that such plant equipment 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. This 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 event 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 Resources Division, Rajnandgaon (C.G.)

Attention : Executive Engineer
Water Resources Division, Rajnandgaon (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 :

1. 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.

2. 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;

3. Professional liability insurance, with a minimum coverage equal to total contract value for this Contractor/Agency/Firms and
4. 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. PAYMENT SHALL BE MADE ACCORDING TO FOLLOWING SCHEDULE :

1. Five percent (5%) of contract price bid shall be paid after survey, preparation and approval of designs of complete work.
2. Twenty five percent (25%) of contract price bid shall be paid after supply of the materials at site for the contract work on Pro rata Basis.
3. Thirty percent (30%) of contract price bid shall be paid after erection of the materials at size.
4. Twenty five percent (25%) of contract price bid shall be paid after testing and commissioning of the system at site.
5. Balance fifteen percent (15%) of contract price bid shall be paid @ Percent every year after operation and maintenance of system for three consecutive years.

5. 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 this 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)** Except 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 or 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)
- 6.** 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**.

7. 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.

8. POSSESSION PRIOR TO COMPLETION :

The Engineer-in-Charge shall have be 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.

9. 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.

10. 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.

11. ARRANGEMENT FOR WATER, POWER, LIGHT :

- a) Required electricity connection on site one point (allocated as per plan and design as per requirement) (even before the starting of the work/project)
- b) The regular payment to C.S.E.B. for the uses of electricity/power on site.

- c) Required pump room for electrical penal and operator on the Peripheral area to be developed.
- d) Distribution of water electricity in site the plot of development area is a responsibility of contractor (as per design requirement).

12. 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.

13. 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.

14. 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.

15. 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 material, 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.

SECTION - 7

APPENDICES

APPENDIX – A

DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the services to be provided, dates for completion of various testes, place of performance for different tasks; specific tasks to be approved by client etc.]

APPENDIX – B

REPORTING REQUIREMENTS

[List format, frequency and contents for reports; person to receive them; dates of submission, number of copies, etc. If no records are to be submitted, state here “Not Applicable”.]

APPENDIX – C

KEY PERSONNEL AND SUB AGENCY'S (REFER CLAUSE 4.1 OF THE CONTRACT)

List Under :–

- C-1** Titles [and names, if already available], detailed job description and minimum qualifications and experience of personnel to be assigned to work in India, and staff-months for each.
- C-2** Same as C-1 for key foreign Personnel to be assigned to work outside India.
- C-3** List of approved Sub-Agency's [if already available]; same information with respect to their personnel as in C-1 or C-2.
- C-4** Same information as C-1 for key local personnel.

APPENDIX – D

BREAKUP OF CONTRACTOR PRICE IN LOCAL CURRENCY

List here elements of cost used to arrive at the breakup of the lump sum price local currency portion :

1. Materials required for the contact.
2. Erection of the materials and testing and commissioning the system.

This appendix will exclusively by used for determining remuneration for additional services.

APPENDIX – E

FORM OF BANK GUARANTEE

Water Resource Department
Office of the Executive Engineer
Water Resources Division
Rajnandgaon (C.G.)

In consideration of the Water Resource Department, (here after called “WRD”) having agreed to (herein after called the said contractor(s) from, the demand, under the terms and conditions of an Agreement No. dated made between for **“Surveying, design, supply, installation, testing and commissioning along with the civil works such as intake structure, intake pipe, sump well, overhead pump house, pumping machineries, attendant quarter, Anicut protection work, including supply and erection of PVC pipe distribution network with Micro (Drip) Irrigation System and three years operation and maintenance of the system for 240 ha. area proposed twice a year at Dhamansara-Mohad Anicut irrigation project on Shivrath River”** (herein after called the said agreement) of performance security deposit of the due fulfillment the said contractors of the terms and conditions contained in the said agreement on productions of a Bank Guarantee for **Rs.**

1. We Name of Bank (indicate the name of the bank) (Herein after referred to as “The Bank” the request of contractor(s) do hereby undertake to pay do the WRD an amount not exceeding **Rs.** against any loss or damage caused to or suffered or would be caused to or suffered by the WRD by reason for any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We Name of Bank (indicate the name of bank) do hereby undertake to pay the amounts due-and payable under this guarantee without any demur merely on a demand from the WRD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or

suffered by the WRD by reason breach by the said contractor(s) of the agreement or by reason of the contractor/contractor's failure to perform the sale agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.**

3. We undertake to pay of WRD any Money so demanded notwithstanding any disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability of payment there under and the contractor(s)/supplier(s) shall have no claims against us for making such payment.

4. We Name of Bank (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 enforceable till the dues of the WRD under or by virtue of said agreement have been fully paid and its claims satisfied or discharged for till office of WRD certifies out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claims under this guarantee is made on us in writing on or before dated we shall be discharged from all liability under this guarantee thereafter.

5. We Name of Bank (indicate the name of the bank) further agree with the WRD shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime from time to time any of the powers exercisable by the WRD against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation/or extension being granted

to the said contractor(s) or any forbearance act of omission on the part of the WRD or any indulgence by the WRD to the said contractor(s) by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
7. We Name of Bank (indicate the name of the bank) lastly undertake not to revoke this guarantee during the currency except with previous consent or the WRD in writing.

Not with standing anything contained herein above :

- 1) Our liability under this guarantee is restricted to **Rs.**
- 2) This Bank Guarantee will remain in force till dated
- 3) We are liable to pay the Guarantee amount or any part thereof towards full and final settlement under this Bank Guarantee only and only if Executive Engineer.

The Water Resources Department Office of the Executive Engineer, Water Resources Division, Rajnandgaon – 491441 (CG) serve upon as a written claim or demand on or before dated

Dated the day of to for
..... (indicate the name of the bank)

Witness :

1)

2)

.....

.....

(Signature)

(Signature)

APPENDIX – F

MODEL RULES RELATING TO LABOUR WATER SUPPLY AND SANITARY IN LABOUR CAMPS

NOTE :- These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standards which should be adhered to standards in permanent or semi permanent labour camps and should not obviously be lower than those for temporary camps.

1. **LOCATION :** The camp should be located in an elevated and well drained ground in the locality.
2. **LAYOUT :** Labour huts to be constructed for one family of 05 persons each. The layout shall be shown in the prescribed sketch.
3. **HUTMENT FACILITY :** The huts to be built of local materials. Each hut should provide atleast 20 Sqm. of living space.
4. **SANITARY FACILITIES :** There shall be provided with latrines and urinals atleast 16 meter away from the nearest quarter separately for men and women, specially so marked on following scale.
5. **LATRINES :** Pit privies at the rate of 10 users for two families per seat, separate urinals are required as the privy can also be used for this purpose.
6. **DRINKING WATER :** Adequate arrangements shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, a covered storage tank shall be provided with a capacity of 05 liters per person per day. Where the supply is to be made from a well, it shall conform to the sanitary standards laid down in the report of the Rural Sanitation, Committees. The well should be at least 30 meter away from any latrine or other source of pollution. If possible, hand pump should be installed for drawing the water from the well. The well should be effectively disinfected once every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfection.

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

7. **BATHING AND WASHING :** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be gap and space of 02 Sqm. Of washing and bathing. Proper drainage for the water should be provided.
8. **WASTE DISPOSAL :** Dustbins shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbins shall be provided with covers. The contents shall be removed every day and disposed of by trenching.
9. **MEDICAL FACILITIES :**
 - a) Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary. If there are women in the camp, a whole time Nurse shall be employed.
 - b) Every camp where less than 1000 but more than 250 persons reside shall be provided with a Dispensary and a part time Nurse / Midwife shall also is employed.
 - c) If there are less than 250 persons in any camp, a standard first aid kit shall be maintained in charge of the whole time person, trained in first aid. All the medical facilities mentioned above should be for all residents in the camp, including the dependent of the workers, if any, free of cost.
10. **SANITARY STAFF :** For each labour camp there should be qualified Sanitary Inspector and Sweepers, Sweepers should be provided on following scale :-
 - a) For camps with strength over 200 but not exceeding 500 persons - One sweeper for every 75 persons above the first 200 for which three sweepers be provided.
 - b) For camps with strength over 500 persons - One sweeper for every 100 persons above the first 500 persons for which six sweepers should be provided.

APPENDIX – G

FAIR WAGES TO LABOUR

The Agency 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 is done.
- b. The Agency shall, notwithstanding the provisions of contract, to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work, including any 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 Agency’s part of this agreement, the Agency shall comply with or 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 Agency any sum required for making good the loose suffered 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-Agency.
- 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 Agency shall obtained a valid license under 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 Agency.

ANNEXURE – G - 1

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 Resources Division, Rajnandgaon (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.

ANNEXURE – H

FORM OF CERTIFICATE OF INCOME TAX

- i. Names and style of Company / Firm / H.U.F. or individual in which the applicant is assessed to Income Tax and address for the purpose of assessment.
- ii. The Income Tax Circle/Ward/District in which the applicant is assessed to Income Tax.
- iii. The following portion concerning the last Income Tax assessment made :-
 - a. Reference No. (or PAN) for the assessment.
 - b. Assessment year and accounting year.
 - c. Amount of total Income assessed.
 - d. Amount of Tax assessed I.T., S.T., E.P.T.
 - e. Amount of Tax paid I.T., S.T., E.P.T., B.P.T.
 - f. Balance, being Tax not yet paid and reason for such arrears.
 - g. Whether any attachment of certificate of proceeding pending in respect of the arrears.
 - h. Whether the company or firm of H.U.F. on which the assessment was made has been or is being in liquidated, wound up, dissolved partitioned or being declared insolvent, as the case may be.
- iv. The position about letter assessment namely, whether returns submitted under section 22(1) or (2) of the Income Tax Act and whether Tax paid under section 18(A) of the Act and the amount of Tax so paid in arrears.
- v. In case there has been no Income Tax assessment at all in the past whether returns submitted under section 148(1) or (2) and 140(3) and if so, the amount of Income Tax returned or Tax paid and the Income Tax Circle / Ward / District considered.
- vi. The name and address of branch(es).

Verified the particular set out above and found correct subject to the following remarks.

DATE :-

Seal
Signature of I.T.O.
Circle/Ward/District