

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE CHIEF ENGINEER WATER RESOURCES SHILLONG**

No. CE/WRD/CS&T/1/2016-17/3

Dated Shillong the 1st July 2016

NOTICE - INVITING TENDER

Sealed Tenders, subsequently to be drawn up in M.P.W.D. F-2 form of Tender Agreement, duly affixed with non-refundable Court Fee Stamp of Rs. 2000/- (Rupees Two thousand) only are hereby invited in 2 (two) Cover Bids System i.e. Technical & Financial Bids by the undersigned on behalf of the Governor of Meghalaya from the Registered Class I contractors only of Water Resources Department of Meghalaya having requisite qualification for the under mentioned works and will be received in the Office of the Chief Engineer, Water Resources Department, Meghalaya, Shillong up to 2:00 P.M. 1st August 2016 and will be opened on the same date at 2:30 P.M. in the presence of the tenderers or their authorized representatives who desire to be present. If the last date happens to be a holiday, the next working day will be considered as the date of receiving and opening of tenders.

The Detailed Tender papers may be obtained from the Technical Branch (Room No.301), of the Chief Engineer's office, Water Resources Department, Meghalaya, Cleve Colony, Shillong- 793003, upto 29th July 2016 on payment of the requisite amount, in cash, as indicated against each work below (non-refundable) in cash during office hours on all working days from 11:00 A.M. to 3:00 P.M. The same may also be downloaded from the website of the Department (www.megwaterresources.gov.in) and be submitted to the Department alongwith Demand Draft of required amount (non-refundable) duly pledged in favour of the Chief Engineer, Water Resources Department, Meghalaya, payable at Shillong.

- A. (i) **NAME OF WORK:** Construction of Stone masonry protection wall and Reinforce cement concrete wall of Right Bank and Left Bank along the River Bank of Umtrew River under Umtrew Umkta FIP.
- (ii) **LOCATION:** Umtrew Umkta Village, Umsning C&RD Block.
- (iii) **APPROXIMATE VALUE:** Rs 3,42,23,200/-
- (iv) **COST OF TENDER PAPER :** Rs. 3000/-
- (v) **TIME OF COMPLETION :** 15 (fifteen) months from the date of issue of Final Work order.
- (vi) **RATES:** The rates are to be quoted AT PAR/ABOVE the MPWD Schedule of Rates for Roads and Bridge works (other than N.H. works) for National Highway Circle for 2012-13.

B. (i) **NAME OF WORK:** Construction of Office Building of the Executive Engineer, North Garo Hills Water Resources Division, Resubelpara.

(ii) **LOCATION:** Resubelpara

(iii) **APPROXIMATE VALUE:** Rs 1,60,69,900/-

(iv) **COST OF TENDER PAPER :** Rs. 1000/-

(v) **TIME OF COMPLETION :** 18 (eighteen) months from the date of issue of Final Work order.

(vi) **RATES:** The rates are to be quoted AT PAR/ABOVE the MPWD Schedule of Rates for Buildings for 2013-14 for Garo Hills.

C. **EARNEST MONEY:** Successful tenderer shall have to deposit Earnest Money @ 2% of tender value.

D. **QUALIFYING CRITERIA:-**

1. In case of Joint venture both the partners should submit Trading License and Labour Certificate.
2. The prospective tenderers should have satisfactorily completed during the last five years at least one work of similar nature and having a magnitude of 40% (price updated @ 10% per annum compoundable) of the project cost for which prequalification is sought for or currently executing satisfactorily at least 1 (one) work of similar nature and having completed billing not less than 40% of the value of the work for which prequalification is sought.
3. The prospective tenderers or any of their constituent partner should not have abandoned any work nor any of their contract work should have been rescinded during the last 5 (five) years.
4. The prospective tenderers shall have their own or furnish documentary proof for acquisition (hire/purchase) of plants and machineries to be utilized in the execution of work (supporting documents are to be enclosed).
5. The prospective tenderers or any of their constituent partners shall have requisite key personnel and quality control equipments for the execution of the work which will include Project Manager, site Engineer (supporting documents are to be enclosed).
6. The average annual turnover of the prospective tenderers or their constituent partner over the last 5 (five) years shall not be less than 40% (forty percent) of the project cost updated @ 10 % (Ten percent) per annum compoundable.
7. The working capital of the prospective tenderers or their constituent partners shall not be less than 10% (ten percent) of the project cost.
8. The available bid capacity of the prospective tenderers shall be more than the project cost which will be calculated as per provision of the bid documents.
9. Non-tribal contractors shall have to furnish valid Trading License from the respective Autonomous District Council of Meghalaya, while submitting their tender, otherwise the tenders will not be considered as valid.
10. Those who fulfill all the above conditions are only eligible to cast their tender.
11. The Chief Engineer, Water Resources, Meghalaya Shillong, reserves the right to accept or reject any or all tender without assigning any reason thereof.

SHRI. K.D. PHAWA
Chief Engineer (WR)
Meghalaya, Shillong

No. CE/WRD/CS&T/1/2016-17/3

Dated Shillong the 1st July 2016

Copy to :-

1. The Commissioner and Secretary to the Govt. of Meghalaya, Water Resources Department, for favour of information.
2. Director of Information and Public Relation Govt. of Meghalaya for publishing in 2 (two) issues of widely circulated local newspaper. (English & Vernacular)
3. Superintendent of Govt press for favour of printing in the Meghalaya Gazette.
4. State Informatics Officer for favour of uploading the Detailed Tender in the Department's website.(soft copy enclosed).
5. Superintending Engineer (WR) Shillong /Tura Circle, Superintending Engineer (F/C) for information and displaying in office notice board.
6. All Executive Engineers (W/R & FC), for information and for displaying in office notice board.
7. Office Notice Board.

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Chief Engineer (WR)
Meghalaya, Shillong**

CHECK LIST

For facilitating quick checking of the tenders, the tenderers are advised to fill up all appendices and to ensure that enclosures / attachments are enclosed in the following order:-

1. Receipt for purchase of tender papers, NIT, terms and conditions, appendices, court fee stamps etc.
2. Registration card.
3. Certificate regarding VAT, professional tax, Pan Card.
4. Labour licence, trading licence.
5. Documents for possession / hiring of machineries.
6. Documents regarding technical personnels.
7. Experience certificates, work done statements, completion certificates, work orders etc.
8. Balance sheets etc.
9. Any other papers not mentioned above.

SHRI. K.D. PHAWA
Chief Engineer (WR)
Meghalaya, Shillong

Detailed mailing address of the tenderer alongwith PIN Code should be given in every space provided for the same.

NB: The tenderers are instructed to read all the terms and conditions carefully and to fill up all the appendices. Tenderers should sign in each and every page of the terms and conditions failing which the tender may be liable to be rejected. Detailed mailing address of the contractor along with PIN should be given in every space provided for the same.

TERMS AND CONDITIONS

1. a. **TIME OF COMPLETION:** 15 (fifteen) months from the date of issue of Final Work order. For works under schemes like NABARD, AIBP, RRR of Water Bodies time of completion be referred to Sl.33.6 & Sl.33.7
- b. **MODE OF PAYMENT:** According to progress of work and subject to availability of fund.
2. Non-Tribal Contractors/Firms shall have to furnish the valid Trading License from the respective Autonomous District Council along with the Tender; otherwise their tenders shall be rejected.
3. The prospective tenderers should (i) have satisfactorily completed during the last 5 (five) years at least 1 (one) work of similar nature and having a magnitude of at least 40% (price updated @ 10% per annum compoundable) of the value of the contract for which pre-qualification is sought or (ii) be satisfactorily executing currently at least 1(one) work of similar nature and having complete billing not less than 40% of the value of the work for which pre-qualification is sought. (In case of (ii) amount of billing should invariably be furnished in Appendix-5).
4. The prospective tenderers or any of the constituent partner should not have abandoned any work nor should any of their contract works have been rescinded in the last 5 (five) years.
5. The average annual financial turnover of the prospective applicant over the last 5 (five) years shall not be less than 40% of the project cost. (Balance sheets for the last five years, to be signed by the Chartered Accountant, should be enclosed without which the tenders will be rejected. The abstract of Annual Turnover and Working Capital for those last five years, to be signed by the Chartered Accountant is to be submitted as per Appendix-3).
6. The prospective applicant or any of their constituent partners shall have their own plants, machineries and equipments for execution of the work or furnish documentary proof for acquisition (hire/purchase) of plants and machineries to be utilized in the execution of work. Supporting documents are to be enclosed without which the tenders are liable for rejection.

7. The prospective applicant should have minimum key personnel with adequate experience for the project which include Project Manager (any Degree holder), Site Engineer (Minimum qualification B.E., Civil), Quality Control Personnel (Minimum Qualification Diploma Civil). The information in this regard is to be submitted as per prescribed format at Appendix-6 along with supporting documents, without which the tenders are liable for rejection.
8. The working capital of the prospective applicant or any of their constituent partners shall not be less than 10% of the project cost.
9. The available bid capacity of the prospective applicant or any of the constituent partners (in case of Joint Venture) shall be more than the cost of the project, which will be calculated as per provision of the bid document. (as at Sl.27)
10. Registered contractor/Firm who fulfill all the above conditions are only eligible to cast the Tender.
11. In case of joint venture, both the partners should submit trading license and labour certificate.
12. The Chief Engineer Water Resources, Meghalaya Shillong has the right to accept or reject any or all tender without assigning any reason thereof.
13. (a) The complete prequalification documents and price bid in separate sealed cover, duly filled in all respect, should reach the office of the Chief Engineer Water Resources, Cleve Colony, Shillong 793003 up to 2:00 PM of 1st August 2016.
(b) The prequalification document in sealed cover No.A will be opened at 2:30 PM on the same date. All the contractors or their authorized agents, whosoever desire, may remain present at the time of opening the prequalification documents.
14. The prequalification shall be based on an objective evaluation of details regarding past performance, Technical & Financial capabilities and resourcefulness of the applicant etc.,.
15. **PROCEDURE FOR SUBMITTING TENDERS**
The tender shall be submitted in the following sealed cover: -
 - 15.1(a) **Sealed Cover - A:** - The tender documents and accompaniments shall consist of the following in a sealed cover No. A which shall be superscribed "**SEALED COVER-A**"
 - (i) A covering letter from the tenderer.
 - (ii) A list of documents accompanying the tender.
 - (iii) Duly executed Power of Attorney in case of Firm/Joint venture.
 - (iv) Latest certified copies of professional Tax and Labour License, etc.

- (v) The tenderer's programme of work.
- (vi) Detailed outline report on the tender's methodology for execution of the work, with a note on his programme of work.
- (vii) Certificate and proforma as required in the Detailed Notice Inviting Tender document duly signed.
- (viii) A non-refundable Court Fee Stamp of Rs.2000/- (Rupees Two thousand) only purchased in Meghalaya has to be affixed to the tenders while submitting the same. No tender will be considered without the specified amount of Court Fee Stamp.
- (ix) The Detailed tender documents duly signed on every page as a token of acceptance.
- (x) Attested copy of the contractor's photograph.
- (xi) Any other information required to be submitted in accordance with this Detailed Tender document.
- (xii) Money Receipt towards cost of tender document.

15.1 (b) Sealed Cover - B: - The rates for execution of work shall be given separately in ANNEXURE – R enclosed with the Detailed Tender Document. The ANNEXURE – R shall be detached from the Detailed Tender Document and shall be submitted in a separate sealed cover superscribed "SEALED COVER - B (RATES)" & Name of Work, Tenderer's name and detailed address with PIN Code.

15.2 The rates shall be given both in figures and in words and shall be in English. Where there is a discrepancy between the amount in figures and in words, the amount in words shall govern.

15.3 Both the sealed cover A and sealed cover B shall be submitted in another bigger sealed cover.

15.4 The inner and outer envelopes shall: -

(a) Be addressed to the Chief Engineer (Water Resources), Cleve Colony, Shillong-793003.

(b) Bear the following identification: -

(i) Tender for NAME OF WORK to be given.

(ii) Name and address, with PIN Code, of the tenderer to enable the tender to be returned unopened in case it is declared as received late or is, otherwise, unacceptable.

N.B: All enclosures/annexures are to be properly tagged to avoid losses. This office will not take any responsibility for the loss of any paper if they are not properly tagged.

16. **RATES:** -

- 16.1 Rates for the work mentioned in the fore-going clauses are to be quoted in ANNEXURE-R for the items covered by (1) the S.O.R. of MPWD for Roads & Bridge Works (other than N.H. works) for National Highway Circle for the year 2012-13 for work at 'A' and (2) S.O.R of MPWD for Building for 2013-14 Garo Hill for work at 'B'.
- 16.2 The rates quoted by the tenderers shall be inclusive of all expenses for proper and entire completion of the work to the relevant specifications and to the satisfaction of the engineer in-charge and shall amongst other things include all taxes, octroi, royalty, V.A.T., income tax, supply of materials, carriage of materials, water plants and equipment, incidental charges, power supply. It shall also include all cost involved in construction such as necessary labour sheds, godown, dismantling work, dewatering of foundation, shoring in excavation, removal of logs etc. The quoted rate shall cover all incidental expenditure for satisfactory completion of the Scheme.
- 16.3 Meghalaya Value Added Tax and cess, as applicable will be deducted from each and every bill for the works, payable to the contractor, as per the prevailing rates.

17. **OTHER CONDITIONS FOR SUBMISSION OF TENDERS:** -

- 17.1 The tenderers shall, prior to submitting their tender for the work, also inspect the site and satisfy themselves on their own as to the hydrological, climatic and physical condition prevailing at site, the nature, extent and practicability of the work, availability of housing, power supply, and other facilities. The availability of different materials and their adequacy, the extent of lead and lift require for execution of the work, labour and probable sites for labour camp, stores, godown etc. They shall take into consideration the local conditions, traffic restriction, obstruction in work, if any, over the entire period required for completion of the work and shall allow for all such extras likely to be incurred due to any such conditions, obstruction, restriction etc. They shall themselves obtain all necessary informations as to risk, contingencies and other circumstances which may affect or influence their tender. No other change consequent to any misunderstanding or otherwise shall be allowed after casting their tenders.
- 17.2 The tenderers shall be deemed to have full knowledge of the site, whether he inspected it or not, and no extra charges consequent to any misunderstanding or otherwise shall be allowed.
- 17.3 For any other information, the same may be obtained from the office of the Executive Engineer, (Water Resources) of concerned Division / Executive Engineer (FC/WB/RB) Shillong.

- 17.4 All corrections, interpolations or cutting in these tenders shall be attested in ink/ dot pen by the tenderer or his authorized agent with his dated signature in ink/ dot pen. The tender shall not contain any erasures or overwriting. Use of correcting fluid shall not be allowed.
- 17.5 Any tender containing any erasures or overwriting or corrections which are not in conformity with the above, shall be rejected.
- 17.6 It will be obligatory for the tenderers to keep the offer of their tender valid for a period of 180 days from the due date of receipt of tender. If any tenderer withdraws the tender before the said period or make any modification in the terms and conditions not acceptable to the department, then the department shall without any prejudice to any other right or remedy be at liberty to treat his tender as invalid and to forfeit an amount equal to the fixed deposit at the time of registration and or any amount
- 17.7 The Chief Engineer, Water Resources Meghalaya Shillong, shall have the right to omit or suspend certain items of work, to revise or to amend the tender documents prior to the date of receipt and opening of the tender. Such revisions or amendment or extensions, if any, shall be given wide publicity through newspapers and communicated to all concerned in the form of corrigendum by post.
- 17.8 All works shall have to be carried out as per specification conforming to the relevant specifications and I.S.code of practice.
- 17.9 The agreement shall be subsequently drawn up in the PWD F-2 form and this Detailed Tender document shall form part and parcel of the agreement. The terms and conditions of these detailed tender documents shall supersede those of the PWD F-2 form wherever the former are at variance with the latter.
- 17.10 The Tenderer is to sign in all the pages of the Detailed Tender documents as a token of acceptance of the various conditions of this tender documents, without which the tender is liable to be rejected.
- 17.11 The acceptance of tender will rest with the Chief Engineer, Water Resources, Meghalaya Shillong, who does not bind himself to accept the lowest tender or any tender and reserve the right to reject any or all the tenders received without assigning any reasons thereof.
- 17.12 If either the Contractor himself or any of his employee were retired Government employees of the gazetted rank in any Government Department they should give the date of retirement and if their retirement is within 3 (three) years from the date of calling the tender, necessary permission from the Government is to be obtained and

enclosed alongwith the tender. If this condition is not fulfilled the tender is liable to be rejected. Technically qualified and experienced person(s) as will be approved by the Engineer in-charge shall have to be kept at site by the contractor to supervise all the work.

17.13 Canvassing in connection with the acceptance of the tender is strictly prohibited and is liable to disqualify the tender without assigning any reason thereof.

17.14 Tools and Plants as available and as can be spared will be lent by the Department to the tenderer on usual hire charge and terms as per P.W.D. Codes and Rules. Before submitting the tender, the tenderer should ascertain from the Executive Engineer of concerned Division about the availability and terms of hire of tools and plants. The tenderers shall be responsible for collaboration with other contractor so as to expedite the execution of his or other contractor's work which may run simultaneously. The hire charge of tools and plants shall be as per current rate of the concerned Water Resources Division. The hire charge of tools and plants lent to the contractor will be recovered from every bill of the contractor. The tools and plants will be issued from the nearest Water Resources godown and shall be returned to the Water Resources godown /Compound in good condition at the contractor's own cost and expenses. No final bill will be paid to the contractor unless the materials are returned in good condition.

18. **OPENING OF TENDER:** -

18.1 The tender document in sealed cover - A will be opened by the Chief Engineer Water Resources Meghalaya Shillong or such officer as may be authorized on his behalf in the office of the Chief Engineer Water Resources Meghalaya Shillong-3 on 1st August 2016 at 2:30hrs in the presence of the tenderers or their authorized representative who desire to be present. In case the above date is declared as a holiday, the tenders will be opened on the following working day at the same time and place.

18.2 The price bid of those tenderers found to be qualified by the Chief Engineer Water Resources, Meghalaya Shillong shall be opened at a later date to be notified.

18.3 The Chief Engineer, Water Resources, Meghalaya Shillong, reserves the right to open or not to open the price bid in Sealed Cover - B of any tenderer without assigning any reason(s) thereof.

19. **EARNEST MONEY:-**

19.1 Registered Class I Contractor of Water Resources need not furnish the Earnest Money at the time of submission of tender.

- 19.2 The Earnest Money or the Fixed Deposit for the amount prescribed duly pledged to the concerned Executive Engineer (WR) is to be deposited by the selected contractor before signing the Tender agreement. This earnest money or Fixed Deposit will be forfeited to the Govt. if the contractor fails to start the work within the stipulated time or abandon the work at the later stage of progress.
20. **REJECTION OF TENDERS:** -
- 20.1 All tenderers are hereby cautioned that conditional offer or deviation from the conditions of contract or other requirement stipulated in these tender documents shall be summarily rejected as non-responsive and shall not be considered further in tender evaluation and contract award.
- 20.2 A tender not accompanied by current Professional Tax Certificates, VAT Certificate may be liable for rejection.
- 20.3 Canvassing in connection with a tender in any form, renders the tender liable to be rejected.
- 20.4 Tenders not accompanied by necessary details and relevant documents are liable to be rejected.
- 20.5 Tenders not affixed with the stipulated Court Fee Stamp shall be summarily rejected.
- 20.6 Tender containing any erasures or otherwise defective may be rejected.

PRE-QUALIFICATION PARTICULARS

21. **GENERAL INFORMATION:** -
- 21.1 The applicant shall give details of his/her registration with Meghalaya Water Resources Department.
- 21.2 Attested copies of registration certificate shall be submitted along with the tender.
- 21.3 Attested photograph of the applicant shall also be submitted along with the tender.
- 21.4 The structure and organization details shall be given in Appendix-2. In case of firms, a certified copy of the Articles of Association or Power of attorney shall be submitted along with the tender.
- 21.5 **EXPERIENCE:** -
- 21.6 The applicant shall furnish details of their turnover in Appendix-3. Supporting documents, such as audited report and balance sheets from Chartered Accountant, income tax returns, certificate from the Executive Engineer shall be submitted along with the tender. Abstract of Balance Sheets for the last five years showing Turnover & Working Capital as per Annexure – 3 filled up and signed by Chartered Accountant should invariably be filled up.

21.7 The applicant shall give details of experience in construction of similar type of works in Appendix-4 (Just filling up as “enclosed” will not be accepted). Certificates of successful completion of the works and regarding the quality of works shall be obtained from the concerned Executive Engineer in whose jurisdiction the work was completed, and attested copies shall be enclosed with the applications. The certificates shall clearly indicate the name of works, nature of works along with Tender value. (For construction of headwork, the similar nature of works are (i) Construction of Barrage/Headwork & (ii) Permanent RCC bridges only).

21.8 The Applicant shall give details of the works in progress on current contract commitments in Appendix-5 (Just filling up as “statement enclosed” or “enclosed” will not be accepted).

22. **TECHNICAL PERSONNEL:** -

22.1 The Applicant must have suitable qualified personnel to fill the position given in Appendix-6. The details shall be correctly furnished as required in Appendix-6.

22.2 An undertaking from the Technical Personnel along with their photograph and Educational Qualification Certificate shall be enclosed along with the application.

23. **PLANTS AND MACHINERIES:** -

23.1 The Applicant shall give details of the Plants and Machineries and equipments available with the applicant with requisite documentary proof in the form of court affidavit or certificate of possession of machinery & equipment to be given by an officer not below the rank of Executive Engineer.

23.2 The Applicant may indicate the equipments he /she intend to procure/hire with necessary undertakings.

24. **FINANCIAL POSITION:** -

24.1 The applicant shall demonstrate that he/she has access to or has available, liquid assets (Working capital and cash in hand) and/or credit facilities of not less than 10% of the contract applied for.

24.2 Banker’s certificate in Bank’s letter head and relevant documents shall be enclosed with the application to prove the applicant’s financial capacity and credit facility.

24.3 The details of the applicant’s financial capability shall be given in Appendix-7.

25. **LITIGATION HISTORY:** -

25.1 The applicant shall provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him/her over the last five years in Appendix-8.

25.2 Even though the Applicants meet the above criteria, they are subject to be disqualified if they have: -

(i) Made misleading or false representation in the forms, statement and attachments submitted, and/or have (ii) Records of poor performance.

26. **JOINT VENTURES**

26.1 Joint Venture must comply with the following minimum qualification requirements: -

- (i) The lead partner shall meet not less than 40% of all the qualifying criteria given in clauses 3, 5 & 8 above.
- (ii) Each of the other partners shall meet not less than 30% of all the qualifying criteria given in clauses 3, 5 and 8 above.
- (iii) The Joint Venture must satisfy collectively the criteria of clauses 3, 5 & 8, for which purpose the relevant figures for each of the partner shall be added together to arrive at the joint venture's total capacity. Individual members must each satisfy the requirements of clauses 22 and 23.

27. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Available Bid Capacity = $(A \times N \times 2 - B)$, where

A = Maximum value of Civil Engineering works executed in any one year during the last five years (updated to the current price level), rate of inflation may be taken as 10% per year which will take into account the completed as well as works in progress.

B = Value of works at current price level of the existing commitments and ongoing works to be completed during the next 1.5 years (period of completion of works for which bids are invited); and

N = Number of years prescribed for completion of the works for which the bids are invited.

Note: - In case of Joint Venture the Available Bid Capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

28. **CONDITIONS RELATING TO AWARD OF WORK:** -

The successful tenderer will be notified by a letter that his tender has been accepted. The successful tenderer will have to furnish the necessary security deposit as per terms and conditions mentioned in clause 19 and sign the formal tender agreement to be drawn up by the Department within 15 (fifteen) days of the communication of

acceptance of his tender. No work shall be started before signing and acceptance of the formal tender agreement.

29 **SECURITY DEPOSIT:** -

- 29.1. The successful tenderer will be required to furnish security deposit for the fulfillment of his contract. The total Security Deposit will be 10% (ten percent) of gross payments to the contractor. However, a security deposit in any approved form of deposit amounting to 2% (two percent) of the value of the contract will have to be furnished by the successful tenderer at the time of signing the formal tender and before issue of final work order. The balance of the security deposit shall be recovered from the contractor from his interim bills @ 8% from all payment.
- 29.2. The recovery of security deposit by deduction from running account bills does not arise in case the contractor deposits the total security deposit in the form of Government securities of deposit at call receipts for total amount, acceptable to the Government duly pledged to the Executive Engineer Water Resources, of concerned Division. Government papers tendered as security shall be taken at the surrendered value at the time of submission of the tender.
- 29.3 The Security Deposit will be retained by the Department for a period of 12 (twelve) months after completion of the work during the defect liability period. For any reason, if the final payment of the work is not made within 12 months of the date of completion, the validity of the security deposit shall have to be extended up to the date of final payment
- 29.4 In case the contractor does not complete the work or leaves the work or part of it unfinished, the security deposited by the contractor will be forfeited.
- 29.5 Preference for allotment of work may be given to landowners provided they are registered contractors of the Department.
- 29.6 The allotting authority reserve the right to split the work within a group if found necessary and practicable.
- 29.7 Blacklisted contractors either from this Deptt. or from any other Govt. Deptt will not be considered for allotment of work.

30 **MATERIALS:** -

- 30.1 Materials for construction like cement, rods, bitumen, etc, shall have to be procured by the Contractor at his own arrangement. The construction materials conforming to relevant I.S specifications shall be procured by the contractor/firm from any registered/authorized dealers/manufacturers. Documentary proof of purchase, like

cash memo, etc., should be submitted to the Executive Engineer concerned for his necessary verification and subsequent acceptance/rejection which is final. However, if the same are available and sparable in stock, these will be issued to the contractors from the nearest godown/storeyard, and carriage to the site of work shall be done by the contractor at his own cost. Recovery of the cost of such materials issued by the Department will be made at the current issue rates of the Division concerned, revised from time to time.

- 30.2 Excess materials not utilized in the specified work, if any, taken by the Contractor from the Department should be returned in perfect condition within 7(seven) days from the date of final measurement. Damaged/defective materials will not be accepted back by the Department. The cost of such materials will be recovered from the contractor's bill at double the rates stipulated in the contract.
- 30.3 Recovery rate of any/all stock materials issued by the Deptt. will be valid up to the stipulated date of completion as per contract, beyond which recovery will be made as per the issue rates of the Division concerned, revised from time to time.
- 30.4 The oversized/undersized and substandard stones not conforming to ISI required specifications will not be accepted by the Deptt. The Contractor who brought such materials to the site of work shall have to remove the same immediately failing which the Deptt. will remove the same and the cost of removal will be recovered from the contractor's bill.
- 30.5. Materials required for the work whether brought by the contractor or supplied by the Department shall be stored by the contractor only at appropriate and safe places, Storage and safe custody of the materials shall be the responsibility of the contractor. If during construction, it becomes necessary to remove or shift the stored materials, shed, workshops, etc, to facilitate construction of the allotted work, the contractor shall have to do so at his own cost as directed by the Engineer-in-charge.
31. **EXPLOSIVE:**
 - 31.1 If explosives are required for the work, the contractor will be responsible for making necessary arrangement for procuring the same from the nearest PWD magazine where the materials are available. The contractor will submit a written request to the concerned PWD office routing the application through the officer of the respective Executive Engineer (Water Resources) who will recommend for the issue of the materials. The contractor will bear the cost of the explosives and will be responsible for the carriage, safe and proper storage etc of the materials. The contractor will also

be responsible for the proper utilization of the explosives which should be exclusively for the specified work and he should also strictly follow the rules, regulation and guidelines as laid down by PWD with respect to utilization of explosives for civil construction works.

- 31.2 The contractor shall exercise utmost care while using explosive and inflammable materials so as not to endanger life and property and he shall be solely responsible for any and all damages resulting from the use of such materials. Further, he shall indemnify absolutely the Department and its officers and employees against any claim or liability arising out of accident or violation of any laws, rules, orders, etc, enforce regarding use of such materials.

32. **DEFECTIVE MATERIALS:**

- 32.1 All materials used on work, without prior inspection (and where testing is necessary) and without approval of the Engineer-in-charge is liable to be considered unauthorized and defective.

- 32.2 The Engineer-in-charge shall have full powers for getting removed any or all of the materials brought for construction to the site by the contractor which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved by him. In case of default on the part of the contractor in removing rejected material, the Engineer-in-charge be at liberty to have them removed by other means at the cost of the contractor.

- 32.3 The Engineer-in-charge shall have full powers to order for proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply to this, the Engineer-in-charge may cause the same to be supplied by other mean at the cost of the contractor.

33. **PROGRAMME OF CONSTRUCTION:**

- 33.1 Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the work in all respects within the time specified vide clause 1.a of these documents.

- 33.2 **The work shall be carried out as per detailed programme of work drawn up by the tenderer and submitted with the tender. The tender's programme of work shall give the forecast of the date of commencement and completion of the various construction stages of the work.** It shall also indicate the time scheduled for all preliminary arrangement the contractor intends to make before starting the work. This progress scheduled after modification, if any during the progress of seeking clarification while examining the tender, shall form a part of the contract. **In absence**

of such programme of work detailed programme shall be drawn up by the Engineer-in-charge which shall be binding on the contractor and shall form a part of the contract.

- 33.3 The progress schedule may be amended as and when necessary by agreement between the Engineer-in-charge and the contractor.
- 33.4 Any major change in the work programme shall be intimated by the contractor to the Engineer-in-charge in writing for his approval. Minor changes will only be recorded in the work register which shall be maintained by the contractor. Site office throughout the period of execution of work shall be opened for inspection by the Engineer-in-charge or his representative.
- 33.5 Work may be carried out day and night and one or more shift irrespective of Sundays and holidays as considered fit by the contractor but for work on Sundays and holidays and night, the contractor shall have to give prior notice in time to the Engineer-in-charge or his representative so that supervisory staff will be deputed in time. The contractor shall not be allowed to execute any permanent nature of work in absence of supervisory staffs or Engineer-in-charge. No work shall be kept suspended for more than forty-eight hours except on reason of inspection or delay in taking measurement.
- 33.6 Work should strictly be completed within scheduled time. However, for special scheme like NABARD /AIBP / RRR of Water Bodies completion time should strictly be observed in conformity with the special terms and conditions laid down thereunder for which penalty may be imposed accordingly.
- 33.7 *For NABARD scheme, the contractor/Firm shall be responsible for the defect liability period for 3 (three) years after the project is completed /commissioned.*

34. **PROGRESS OF WORK:**

- 34.1 The contractor shall give the Engineer-in charge on the 4th day of each month a report on progress of work done during the previous month as per suitable proforma.
- 34.2 If at any time, during the progress of work, the Engineer-in charge shall be of the opinion that the contractor is not executing the work with reasonable diligence, it shall be lawful for him, by notice in writing, to call upon the contractor to complete a specified portion (s) of the work by a date to be appointed in the notice and, in case the contractor continues to do so even after one month of a notice in writing from the Engineer-in charge, the contractor will render himself liable to action as provided vide clause 44.

- 34.3 According to progress of work and availability of fund, payment of Bills to contractor may be made.
35. **EXTENSION OF TIME:**
- 35.1 If the work be delayed by
- (a) Force Majeure, or
 - (b) Abnormal bad weather, or
 - (c) Serious loss or damage by fire, or
 - (d) Civil commotion, strike or lockout other than the labour engaged by the contractor or effecting any of the trade employed on the work, or
 - (e) Delay on the part of other contractors or tradesmen engaged by the Department in executing work on which the progress of the work under this contract is dependent but does not form part of this contractor, or
 - (f) Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's control. Then, upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in charge but shall nevertheless pursue constantly his best endeavours to prevent or make good the delay and shall take all possible steps to the satisfaction of the Engineer-in charge to proceed with the work.
- 35.2 **Intimation of the necessity for extension of time shall be given by the contractor in writing not later than fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a letter the period for which extension is desired.**
- 35.3 **In any such case, the accepting authority may give a reasonable extension of time for completion of the works which shall be communicated to the contractor by the Engineer-in-charge in writing within three months of the date of receipt of such request by the Engineer-in-charge.**
- 35.4 **Formal request for extension of time for a specific period shall be submitted to the Engineer-in-charge at least 6 (six) months before the expiry of the contract period. The request for extension of time shall be accompanied with justifiable reasons for the request.**
- 35.5 Extension of time shall also be advisable in the case of temporary suspension of work ordered in writing by the Engineer-in-charge.

36 **SUB-LETTING OF CONTRACT**

The contract or any part thereof shall not be assigned or sublet without the prior written approval of the Engineer-in-charge.

37. **SETTING OUT OF WORK**

37.1 The contractor shall be responsible for the true and proper setting out of the work. He shall be responsible for proper maintenance of all reference pillars, bench marks, statues and other evidences existing in the field required in connection with the setting of work at his own cost till physical completion of all the items of the work or prior to that, if agreed to by Engineer-in charge.

37.2 All such bench marks, reference pillars, etc, established by the contractor shall be subjected to check and approval of the Engineer-in-charge or his authorized representatives at all times. Any variation noticed in the work as a result of improper establishment or maintenance of these shall be at the risk and expense of the contractor.

38. **INSPECTION OF WORK:**

38.1 The contractor shall either himself supervise the execution of the work or shall appoint a competent agent approved by the Engineer-in-charge to act on his behalf. If the contractor fails to appoint suitable agent as directed by the Engineer-in-charge, the latter shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work.

38.2 The Engineer-in-charge or the Sub-Divisional Officer or the officer in charge is to have at all times access to the works which are to be entirely under his control. Engineer-in-charge shall communicate or confirm his instruction to the contractor in respect of the execution of work in a 'Work Site Order Book' and the contractor or his authorized agent shall confirm receipt of such instruction by signing relevant entries in the book. If required the contractor agent shall be considered to have the same status as if they had given to the contractor himself.

38.3 The contractor shall allow inspection of the Registers or others documents by inspecting officers and the Engineer-in-charge or his authorized representatives at any time.

38.4 One copy of the approved drawing shall be kept by the contractor at the site and the same shall be at all reasonable times be available for inspections and use by the Engineer-in-charge.

38.5 All works shall be subjected to examination and approval by the Engineer-in-charge, no work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorized representatives, shall without unreasonable delay, attend for the purpose of examining such works.

39. **MEASUREMENT AND RECORD:**

39.1 The Engineer-in-charge shall, except as otherwise stated, ascertain and determine by measurement the value of the work done.

39.2 He shall, when he requires any parts of the work to be measured, give notice to the contractor's authorized agent or representative who shall forthwith attend or send a qualified authorized agent to assist the Engineer-in-charge's representative in making measurement and shall furnished all particulars required by either of them.

39.3 Should the contractor not attend or neglect or refuse to send such agent, then the measurement made by the Engineer-in-charge or representative approved by him shall be taken to be the correct measurement of the work. Measurement taken jointly shall be signed and dated by both parties of each day of measurement. The value of work under additional items if ordered and executed shall be ascertained by measurement.

Measurement taken jointly shall be signed and dated by both parties if each day of measurement. The value of work additional items if ordered and executed shall be ascertained by measurement.

40. **DISPUTE:**

In case of any disputes, questions or differences etc, that may arise shall arise between the parties of the contract, it is to be referred to the Chief Engineer. Water Resources Department, Meghalaya, Shillong, whose decision shall be final, conclusive and binding on the contractor.

41. **FINAL CERTIFICATE:**

41.1 Within ten days after the work is completed the contractor shall give notice of such completion to the Engineer-in charge and within thirty days of receipt of such notice, the Engineer-in charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in charge do not need reconstruction and can be rectified, he shall give a certificate

indicating (a) the date of completion (b) defects to be rectified by the contractor as may require for rectification of defects.

- 41.2 No certificate of completion shall be issued nor shall the work considered to be complete till the site is finally cleared of unused materials, spoils, debris etc (as provided for in clause 42 of these documents), except for such materials and equipments as may be required for rectification of defects.

42. **FINAL CLEARANCE OF SITE:**

On completion of works, the contractor shall clear away and remove rubbish from the site including all constructional plants, surplus materials and temporary works of every kind, etc. to the satisfaction of the Engineer-in charge.

43. **DEFECT LIABILITY:**

- 43.1 The contractor shall be responsible to make good and remedy at his own expense within such a period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of a period of 12 (twelve) months for a period of 3 (three) years in case of NABARD Schemes (referred to as defect liability period) from the certificate of completion and intimation of which shall be sent to the contractor by a letter sent by hand or by registered post.

- 43.2 In the event of the contractor failing to rectify the defect or damage within the period to be notified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove or re-execute the work and or remove and replace with others the materials articles complained of as the case may be by other means at the risk and expense of the contractor.

44. **CANCELLATION OF CONTRACT IN FULL OR IN PART:**

- 44.1 If the contractor fails to complete the work or portion of the work specified within the specified time, the accepting Authority may without prejudice to any other right or remedy which shall have accrued or shall accrued thereafter, by written notice, cancel the contract in whole or in part.

- 44.2 The Accepting Authority shall in such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plants, implements, stores etc. thereon and
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

- 44.3 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount if any is recoverable from the contractor for completion of

the work and the loss or damage suffered by the Department. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of machinery belonging to the contractor.

45. **LABOUR REGULATION:**

- 45.1 The contractor shall employ skilled and experienced labours in sufficient number to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. In connection with the work, the contractor shall not employ any person who has not completed fourteen years of age.
- 45.2 The contractor shall furnish to the Engineer-in-charge forth-nightly distribution return of the number and description by the trades of work in which people are employed on the work.
- 45.3 Contractor shall not employ labour or staff of doubtful integrity. If anti-state or anti-social elements are employed by the contractor, his contract will be cancelled and no claim whatsoever will be entertained for any losses or damages.
- 45.4 For the purpose of all labour laws, the contractor shall be deemed as "Employer" in respect of the labours employed by him for the contract work. The Department shall not take any liabilities whatsoever in this respect.
- 45.5 The contractor shall pay to the labourers employed by him adequate wages and shall be as per the Rules and Regulations framed by the Department/Government from time to time. The register of work men and Register of Wage-Cum-Muster Roll shall be maintained and kept at the work site or near to it as possible.
- 45.6 The contractor shall see that sufficient numbers of technically qualified men are always at the site of the work during working hours personally checking all the items for the work and paying extra attention to the specification and quality of work. For this purpose the tenderers should mention their own technical qualification and experience in the tender as credentials.
- 45.7 If the contractor employs 5(five) or more migrant workmen, he should obtain Registration Certificate and License as the case may be from the Registering and Licensing Officer i.e. in respect of Shillong Sardar Division from the Labour Commissioner and other areas from the D.C/Addl. D. C. and S.D.O. (C) of their respective jurisdiction.

- 45.8 The contractor shall maintain proper record of labour employed by him and shall submit fortnightly returns to the Engineer in charge.
- 45.9 (a) 1% labour cess shall be deducted from each running and final bills
(b) To furnish either a copy of applicable license/ registration or proof of applying for obtaining labour license, registration with EPFO, ESIC & BOCW registration.
(c) To register the labourers with the Meghalaya Building & Other Construction Workers' Welfare Board.
(d) The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, GIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval.
46. **MATERIALS SOURCES:-**
- 46.1 Quarry for stone, sand, earth etc. has to be ascertained from the site and approved by the Engineer-in-charge.
- 46.2 The tenderers shall make their own independent investigations into the availability as well as suitability of the various materials required for construction.
- 46.3 No claim whatsoever in respect of 46.2 above will be admissible for any extra leads etc. Materials conforming to specifications shall have to be brought from all leads.
- 46.4 **Payment of Forest Royalty on minor minerals such as stone, sand, earth etc. will be recovered from the contractor's bill. The rates of royalty shall be as per prevailing rates.** However, recovery of Forest Royalty will be exempted from those contractors who can show that they have already paid the forest royalty at the time of purchase from the dealers/quarry owners and, on such proof, with relevant voucher clearly indicating that forest royalty has been paid, no deduction shall be made.
47. **SPECIFICATION OF THE WORK:**
- 47.1 All works shall be carried out as per specifications specified in the approved drawings.
- 47.2 Necessary chowkidars shall be provided by the contractor for guarding the machineries etc at the site of work. If any obstruction to road communications, sufficient red lights as night caution to the drivers of moving vehicles to be provided by the contractors at their own cost. If any accident takes place, the contractor will solely be responsible.
- 47.3 Materials used for the work should satisfy all the necessary test as per I.S. specifications.

**SHRI. K.D. PHAWA
Chief Engineer (WR)
Meghalaya, Shillong**

APPENDIX - 1

GENERAL INFORMATION

All firm and contractors applying for pre-qualification are requested to complete the information in this form.

1. Name of firm/contractor _____

2. Head office address: - _____ Pin Code:-

3. Telephone (Land Line): - _____ Cell: - _____

4. Fax: - _____

5. Place of incorporation Registration: - _____

6. Years of incorporation Registration: - _____

7. Registration Number: - _____

8. Organization with which the
Applicant is Registered: - _____

9. Whether SC/ST (to enclose certificate). _____

Note: (i) Enclose attested copy of Registration Certificate

(ii) Enclose attested copy of photograph of the Applicant

Signature

Full Name:

A P P E N D I X - 2

STRUCTURE AND ORGANIZATION

1. The applicant is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partner-ship
 - (d) a Limited Company or Corporation

2. Attach the Organization Chart showing the structure of Organization, including the name of the Director and position of others.

3. Number of years of experience
 - (a) as a Prime Contractor (contractor shouldering Major responsibility)
 - (i) in own Country
 - (ii) Other Countries specify country)

4. How many years has your organization been in business of similar work?

5. Has any work been withdrawn from you?
(If yes, give details and reason thereof)

6. Have you ever left the work awarded to you in-complete?
(If so, give name of Project and reason for not completing work)

7. Have you sublet any work at any time?
(If yes, specify the work and extent of subletting)

Note: Enclose certified copy of your constitution

Signature

Full Name:

APPENDIX – 3

GENERAL EXPERIENCE

All applicants & individual firms are requested to complete this form. The information supplied should be annual turnover of the applicant in terms of the accounts billed to clients for each year, for work in progress or completed.

Name of Applicant: - _____

Annual Turn-over (Construction work only)

| Sl. No. | Year | Completed works (Rupees) | Works in progress (Rupees) | Working Capital (Rupees) |
|---------|-----------|--------------------------|----------------------------|--------------------------|
| 1. | 2011-2012 | | | |
| 2. | 2012-2013 | | | |
| 3. | 2013-2014 | | | |
| 4. | 2014-2015 | | | |
| 5. | 2015-2016 | | | |

Note: Supporting papers such as audited reports, balance sheets, income tax returns, and experience certificates from an officer not below the rank of the Executive Engineer, shall be enclosed.

This sheet is to be detached and filled up and signed by chartered Accountant and submit alongwith the balance sheets.

Signature of the Contractor.

Full Name: _____

Seal of the CA Office.

Signature of CA.

A P P E N D I X – 4

DETAILS OF EXPERIENCE IN _____
(Details of Works During Last Five Years)

| Sl. No | Name of work | Name of employer and address | Volume of work | Nature of work | Value of the work | Time of completion as per agreement | Date of award | Date of completion | Bill amount (Rs. in lakhs) | Reasons of delay, if any |
|--------|--------------|------------------------------|----------------|----------------|-------------------|-------------------------------------|---------------|--------------------|----------------------------|--------------------------|
|--------|--------------|------------------------------|----------------|----------------|-------------------|-------------------------------------|---------------|--------------------|----------------------------|--------------------------|

Signature of Applicant:

Full Name _____

Note: Additional sheets may be enclosed.

APPENDIX – 5

SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS

Applicants should provide information on their current commitments on all contracts that have been awarded or for which a letter of intent or acceptance has been received, or contracts approaching completion, but for which full completion certificate has yet to be issued.

Name of Applicant: - _____

| Sl.No. | Name of Contract | Name of Client | Contract Value | Stipulated date of completion | Bill already paid (Rs. in lakhs) | Value of Outstanding work | Estimated completion date |
|---------------|-------------------------|-----------------------|-----------------------|--------------------------------------|---|----------------------------------|----------------------------------|
|---------------|-------------------------|-----------------------|-----------------------|--------------------------------------|---|----------------------------------|----------------------------------|

Signature of Applicant:

Full Name _____

Note: Additional sheets may be enclosed

APPENDIX – 6

PERSONNEL IN THE EMPLOYMENT OF THE TENDERER

| Sl. No | Personnel | Minimum Qualification required | Minimum Requirement (numbers) | Name | Qualification | Experience |
|--------|------------------------------|--------------------------------|-------------------------------|------|---------------|------------|
| 1. | Project Manager | Degree Holder 3 years Exp. | 1 | | | |
| 2. | Site Engineer | B.E.Civil-3 years Exp.* | 1 | | | |
| 3. | Quality Control Personnel | Dip. Civil 5 years Exp.* | 1 | | | |
| 4. | No. of Labourers | Skilled | | | | |
| | | Unskilled | | | | |

* Contractor has to furnish undertakings from the technical personnel proposed to be engaged along with their attested technical qualification and experience certificates.

The tenderer should also furnish the number of labourers both skilled and unskilled employed by the tenderer

Signature of Applicant:

Full Name _____

APPENDIX – 7

FINANCIAL STATEMENT:-

(For Joint Venture Consortium, the Statement is to be given separately for each partner)

1. Name of firm
2. Capital
 - (a) Authorized:
 - (b) Issued and paid up:
3. Attach audited balance sheets and profit and loss statement for the past three years
4. Financial position:
(Exact amount in Rupees to be stated)
 - (a) Cash
 - (b) Current Assets
 - (c) Current Liabilities
 - (d) Working Capital
 - (e) Net Work
5. Total Liabilities
 - (a) Current ratio: Current Assets to current liabilities
 - (b) Acid test ratio: Cash, temporary investment held in lieu of cash and current receipt to current liabilities.
 - (c) Total liability to net work

Note: Information asked against each item to be carefully filled in Mere reference to balance sheet concerning above points is not acceptable.

APPENDIX – 7 (Continued)

6. Annual value of construction works undertaken for each of the last five years and projected for current years:-

| Year | Current | One year before | Two years before | Three years before | Four years before | Five years before |
|--------|---------|-----------------|------------------|--------------------|-------------------|-------------------|
| Home | | | | | | |
| Abroad | | | | | | |

7. Net profit before tax.
- (a) Current period
 - (b) During the last financial year
 - (c) During each of the four previous financial year

The profit and loss statement have been certify through by

8. Applicant's financial arrangements for the proposed work (exact amount in Rupees to be mentioned).
- (a) Own Resource : Rs
 - (b) Bank Credits : Rs
 - (c) Other (Specify) : Rs

9. Certificate of financial soundness from Bankers of applicants together with their full addresses:

10. Approximate value of work in hand: - Rs.

11. Value of anticipated order for next financial year

Home:

Abroad

APPENDIX – 7(A)

**ABSTRACT OF BALANCE SHEETS TO BE GIVEN BY CHARTERED ACCOUNTANT
ALONGWITH THE BALANCE SHEETS**

| Sl. No. | Year | Annual Turnover | Working Capital |
|----------------|-------------|------------------------|------------------------|
| 1. | 2011 - 12 | | |
| 2. | 2012 -13 | | |
| 3. | 2013 -14 | | |
| 4. | 2014-15 | | |
| 5. | 2015-16 | | |

NB: This sheet is to be detached and filled up and signed by Chartered Accountant and submit alongwith the balance sheets.

A P P E N D I X – 8

LITIGATION

LITIGATION HISTORY:

Applicants should provide information in any history of litigation or arbitration resulting from contracts executed or currently under execution

Name of Applicant: -

| Year | Award for or against the applicant | Name of Client cause a litigation and matter in dispute | Dispute amount (current value in Indian Rs.) | Actual awarded amount in Indian Rs. |
|-------|------------------------------------|---|--|-------------------------------------|
| ----- | | | | |

Signature

Name in full _____

A P P E N D I X – 8 (Continued)

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING
OF TENDERER OR ABANDONMENT OF WORK BY TENDERER**

1. (a) Does the Applicant or its constituent partners have a consistent history of litigation awarded against him? Yes/No
- (b) If yes, give details:
2. (a) Has any work awarded to the Applicant been subsequently withdrawn by any agency in India? Yes/No
- (b) If yes, give details:
3. (a) Has the Applicant or any of its constituent partners abandoned any contract work in India? Yes/No
- (b) If yes, give details:
4. (a) Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 years? Yes/No
- (b) If yes, give details:

Note: If any information in this schedule is found to be incorrect or concealed prequalification application will be summarily rejected.

Signature

Name in full_____

CERTIFICATE

This is to certify that I have read the Terms and Conditions of the Detailed Tender Notice issued by the Water Resources Department Vide No. _____ Dt _____ and I have quoted my rates taking into consideration the recovery rates of stock materials as per current issue rate of the Division and the terms and conditions as at page..... toof the above Detailed Tender Notice.

This is also to certify that I have also taken into consideration the Forest Royalty and minor minerals.

| | |
|----------------|------------------------------|
| Witness | Signature of Contractor..... |
| Signature..... | Name in Block Letters..... |
| | |
| | Registration No..... |
| Address..... | Address.....PIN..... |
| Date | Date |

UNDERTAKING FORM A

I do here by declare that the work will be done by myself and also declare that the signature in all pages of the tender papers are signed by me.

Full name of contractor _____

Full address _____

PIN _____

Registration No: _____

Tender Documents for Sealed cover “B”

NAME OF WORK:

DETAIL

| GROUP No. | ITEMS OF WORK | ESTIMATED AMOUNT | REMARKS |
|------------------|----------------------|-------------------------|----------------|
| 1 | 2 | 3 | 4 |

Contractor's Signature

ANNEXURE – R

NAME OF WORK

ESTIMATED AMOUNT – RS _____

GROUP No. _____

LOCATION _____

I am/we are agreeable to execute the work for

_____ @

_____ (Rupees) _____ as

per the Schedule of Rates

_____ and as per the Terms and Conditions of the Detailed Notice Inviting Tender taking into consideration the recovery rates of issued materials and of Forest Royalty as per prevailing rate and other taxes including VAT as applicable.

Witness:-

Signature of the Contractor

..... Name in Block letters.....

..... Address.....

..... Registration No:.....

Dated..... Telephone No:.....

Dated.....

Note:-

1. Delete which is not applicable with dated signature
2. The rate should be quoted legibly on figures as well as in words.