

GOVERNMENT OF CHHATTISGARH

WATER RESOURCES DEPARTMENT



VOLUME - II

(ENVELOPE - "C")

(LUMP-SUM CONTRACT)

[FIRST-CALL]

Name of Work : CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT-JASHPUR (C.G.) INCLUDING OPERATION AND MAINTENANCE FOR FIVE YEARS AFTER COMPLETION OF CONSTRUCTION

Location : Across river Maini, Near village Bagiya, District Jashpur

Probable Amount of Work : **Rs.6637.27 Lakh (Excluding GST)**

Name of Contractor :

Work order No. & Date :

Agreement No. & Date : /

Time Allowed : **24 Months (Including Rainy Season) for construction and 60 months for O&M after completion of construction**

Chief Engineer
Hasdeo Ganga Basin
Water Resources Department
Ambikapur (C.G.)

(ENVELOPE - 'C')
(LUMP-SUM CONTRACT)

System Tender No.192706

NIT No. 02./SAC dated 08/06/2026.

[FIRST-CALL]

- 2. Name of work** : **CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT-JASHPUR(C.G.) INCLUDING OPERATION AND MAINTENANCE FOR FIVE YEARS AFTER COMPLETION OF CONSTRUCTION.**
3. Probable amount of work : **Rs.6637.27 LAKHS (Excluding GST)**
4. Amount of Earnest Money : **Rs.33.20 LAKHS**
5. Time allowed for Completion : **24 Months (Including rainy season)**
From the date of issue of work order and 5 years for O&M after completion of construction.
6. (a) To whom issued Name - :
(b) Class of Registration :
(c) Company ID :
(d) User ID :
(e) Token No. :
7. (a) Cost of prequalification & Tender document : **Rs. 311.00 (for Online)**

Issued by

Chief Engineer
Hasdeo Ganga Basin
Water Resources Department
Ambikapur (C.G.)

Note: - The information is to be filled in by the officer issuing the tender documents to the Tenderers.



मुख्य अभियंता
हसदेव गंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

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LUMP SUM CONTRACT "FORM F"

(i)

[illegible]

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विभाग अम्बिकापुर, सरगुजा (छ.ग.)

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विभाग अम्बिकापुर, सरगुजा (छ.ग.)

**GOVERNMENT OF CHHATTISGARH,
WATER RESOURCES DEPARTMENT
OFFICE OF THE CHIEF ENGINEER
HASDEO GANGA BASIN AMBIKAPUR**
e-Procurement Tender Notice
eProcurement Portal: <https://eproc.cgstate.gov.in>
(FIRST-CALL)

SYSTEM TENDER NO. 192706 /NOTICE INVITING TENDER NO. 02 /SAC/2026-27.DATED: 08/06/2026

Lump Sum tender in Form "F" is invited for the following works upto 06/07/ 2026 at 17.30 hours(IST).

System TenderNo.	Name of work	Probable amount of work
192706	CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT-JASHPUR(C.G.) and Operation and Maintenance (O&M) of the project for 5 years, after completion of construction.	Rs. 6637.27 LAKHS (Excluding GST) (As per S.O.R. Enforced from Dated 01.05.2025 and amended on dated 08.08.2025)

The details can be viewed& downloaded online directly from the Govt. of Chhattisgarh Integrated e-Procurement portal (<https://eproc.cgstate.gov.in>) from dated 15/06/2026 at 17.31 hours (IST) onwards.

Note: All eligible/interested contractors /bidders are mandated to get enrolled on the integrated e-Procurement portal (<https://eproc.cgstate.gov.in>) in order to download the tender documents and

**EXECUTIVE ENGINEER
WATER RESOURCES DIVISION KUNKURI
FOR, CHIEF ENGINEER HASDEO GANGA
BASIN AMBIKAPUR**

participate in the subsequent bidding process.

ENdt.No...../SAC/2026-27

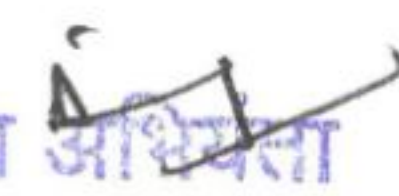
Kunkuri

Dated.....

1. Secretary, Water Resources Department, Mahanadi Bhawan, Naya Raipur (C.G.)
2. Engineer-in-Chief, Water Resources Department, Shivnath Bhawan, Naya Raipur(C.G.)
3. Director Publicity branch, Public Relation Directorate Raipur for information and publication of tender notice as per rule in newspaper.
4. Chief Engineer, Hasdeo Ganga Basin, Water Resources Department, Ambikapur (C.G.)
5. Superintending Engineer, shyam Barnai Project Circle , Ambikapur.
6. Officer on Special Duty, Residence Office of Minister, Water Resources Department, Raipur, Chhattisgarh.
7. Collector, District – Raipur (C.G.)
8. All Executive Engineer under Chief Engineer, , Hasdeo Ganga Basin, Water Resources Department, Ambikapur (C.G.)
9. All Sub Divisional Officers under this DiVision.
10. Notice Board.

**EXECUTIVE ENGINEER
WATER RESOURCES DIVISION KUNKURI
FOR, CHIEF ENGINEER HASDEO GANGA
BASIN AMBIKAPUR**




मुख्य अभियंता
हसदेव गंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

छत्तीसगढ़ शासन जल संसाधन विभाग

कार्यालय मुख्य अभियंता हसदेव गंगा कछार, जल संसाधन विभाग, अम्बिकापुर (छ.ग.)

ई. प्रोक्यूरमेंट निविदा सूचना

eProcurement Portal: <https://eproc.cgstate.gov.in>

(प्रथम आमंत्रण)

सिस्टम निविदा क्र. 192706 / निविदासूचना क्र. 02 / व.ले.लि. / 2026-27 कुनकुरी 08 / 06 / 2026

लमसम निविदा के माध्यम से फॉर्म F में निम्नलिखित कार्यों के लिए दिनांक 06 / 07 / 2026 समय 17:30 बजे तक ऑनलाईन निविदा आमंत्रित की जाती है।

सिस्टम निविदा क्रमांक	कार्य का नाम	अनुमानित राशि
192706	जशपुर जिले के कांसाबेल विकासखण्ड अंतर्गत मैनी नदी पर ग्राम बगिया के समीप बैराज निर्माण कार्य एवं निर्माण कार्य पूर्ण होने के उपरांत 05 वर्षों तक संचालन एवं मरम्मत कार्य।	रु. 6637.27 लाख (जी.एस.टी. छोडकर) (एस.ओ.आर. दिनांक 01.05.2025 से प्रचलित यथा संशोधित दिनांक 08.08.2025)

अन्य विवरण एवं विस्तृत निविदा छत्तीसगढ़ शासन की ई-प्रोक्योरमेंट वेबसाइट <https://eproc.cgstate.gov.in> पर दिनांक 15 / 06 / 2026 समय 17.31 बजे से देखे तथा डाउनलोड किये जा सकते हैं।

नोट : निविदा में भाग लेने हेतु ठेकेदारों को ई-प्रोक्योरमेंट वेबसाइट <https://eproc.cgstate.gov.in> पर नामांकित / पंजीयन तथा लोक निर्माण विभाग की एकीकृत पंजीयन प्रणाली के अंतर्गत ठेकेदार को उपयुक्त श्रेणी में पंजीयन कराना अनिवार्य है।

कार्यपालन अभियंता
जल संसाधन संभाग कुनकुरी
जिला-जशपुर (छ.ग.)
कृते मुख्य अभियंता
हसदेव गंगा कछार अम्बिकापुर

पृष्ठांकन क्र. / व.ले.लि. / 2026-27
प्रतिलिपि -

कुनकुरी दिनांक

1. सचिव, छत्तीसगढ़ शासन, जल संसाधन विभाग, महानदी भवन, अटल नगर, नवा रायपुर, रायपुर (छ.ग.)
2. प्रमुख अभियंता, जल संसाधन विभाग, शिवनाथ भवन, नवा रायपुर (छ.ग.)
3. संचालक, जनसंपर्क, रायपुर को सूचनार्थ एवं निविदा सूचना को नियमानुसार समाचार पत्रों में प्रकाशनाथ अग्रेषित।
4. मुख्य अभियंता, हसदेव गंगा कछार, जल संसाधन विभाग, अम्बिकापुर
5. अधीक्षण अभियंता, श्याम बरनई परियोजना मंडल, अम्बिकापुर
6. विशेष कर्तव्यस्थ अधिकारी, निवास कार्यालय, मंत्री जल संसाधन विभाग, छत्तीसगढ़
7. कलेक्टर जिला - जशपुर।
8. समस्त कार्यपालन अभियंता, अधिनस्थ मुख्य अभियंता, हसदेव गंगा कछार, जल संसाधन विभाग, अम्बिकापुर
9. समस्त अनुविभागीय अधिकारी, इस संभाग के अंतर्गत।
10. कार्यालयीन सूचना पटल।

कार्यपालन अभियंता
जल संसाधन संभाग कुनकुरी
जिला-जशपुर (छ.ग.)
कृते मुख्य अभियंता
हसदेव गंगा कछार अम्बिकापुर

मुख्य अभियंता
हसदेव गंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

GOVERNMENT OF CHHATTISGARH, WATER RESOURCES DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER WATER RESOURCES
DIVISION KUNKURI(C.G.)

e-Procurement Tender Notice

e-Procurement Portal : <https://eproc.cgstate.gov.in>

(FIRST-CALL)


SYSTEM TENDER NO. 192706 /NOTICE INVITING TENDER NO. 02/SAC/2026-27 DATED: 08/06/ 2026

Online tenders for the work mentioned below are invited on behalf of the Governor of Chhattisgarh, In Form 'F' (Lump sum) from the contactors who are registered in class "A" in Unified Registration System in Public Works Department Or appropriate registration in other state /central govt. It is mandatory to get enrolled in Government of Chhattisgarh Integrated-Procurement System Portal <https://eproc.cgstate.gov.in> as per the ' Key dates' mentioned below.

All other conditions for submission of tenders and criteria for pre-qualification etc; have been mentioned in the tender document and pre-qualification documents.

System Tender No.	Name of work	Probable Amount of Contract.	Earnest Money (EMD)	Bid Submission Fees to be paid online through Payment Gateway at time of Bid Preparation / Submission	*Time allowed for completion (including rainy season) from the date of issue of work order
1	2	3	4	5	7
	CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT- JASHPUR(C.G.) and Operation and Maintenance (O&M) of the project for 5 years, after completion of construction.	Rs. 6637.27 Lakhs (Excluding GST) (As per S.O.R. Enforced from Dated 01.05.2025 and amended on dated 08.08.2025)	Rs. 33.20 Lakhs.	Rs. 311 Rupees	24 MONTHS and 5 years for O&M after completion of construction




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विभाग अम्बिकापुर, सरगुजा (छ.ग.)

The tender documents can be downloaded free of cost from the portal (website) <https://eproc.cgstate.gov.in> and shall directly be submitted online only after making the appropriate payment of Bid Submission fees online.

All bid related activities (Processes) like Tender Document Download, Bid Preparation and Submission and Submission on EMD and other documents will be governed by the time schedule given as under :-.

Key Date-Time Schedule Details of the Bid

Seq No	WRD Stage	Bidder Stage	Start Date & Time	Expiry Date & Time	Envelopes/Covers
1	Publishing Date	-	08/06/2026 17.31	14/06/2026 17.30	Envelope C/Finance, Envelope B/Technical Envelope A/Fee,
		Document Download / Sale Date	15/06/2026 17.31	06/07/2026 17.30Hrs	Envelope C/Finance, Envelope B/Technical Envelope A/Fee,
2		Pre – bid Meeting	22/06/2026 11.30	22/06/2026 13.30	Office Of The Chief-Engineer, Hasdeo Ganga Basin, Water Resources Department, Ambikapur (C.G.)
3	-	Bid Submission Start/Closing Date	15/06/2026 17.31 Hrs	06/07/2026 17.30 Hrs.	Envelope C/Finance, Envelope B/Technical Envelope A/Fee,
4	-	Phycal Submission of envelope- A by Speedpost / Registered AD / By Hand (Offline)	07/07/2026 11.30 Hrs	14/07/2026 17.30 Hrs.	Submission of original EMD, Affidavit, and copy of registration etc in Envelope A to the Chief Engineer Hasdeo Ganga Basin, Water Resources Department, Ambikapur (C.G.)
5	Bid Opening Date	-	15/07/2026 11.30 Hrs		Online Opening of Envelope A

**EXECUTIVE ENGINEER
WATER RESOURCES DIVISION KUNKURI
FOR, CHIEF ENGINEER HASDEO GANGA
BASIN AMBIKAPUR**

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हसदेव गंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

BAGIYA BARRAGE SCHEME

PART – II

GOVERNMENT OF CHHATTISGARH

WATER RESOURCES DEPARTMENT

DETAIL INFORMATION FOR THE TENDERER

- 2.0 Sealed tenders for the works mentioned below in "Form F" are invited from eligible tenderers and have obtained digital certificate from an approved certifying authority, authorized by the controller of certifying authorities, Govt. of India.

Name or Work : **CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT-JASHPUR (C.G.) AND OPERATION AND MAINTENANCE FOR 5 YEARS AFTER COMPLETION OF CONSTRUCTION.**

- 2.1 The CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT-JASHPUR (C.G.) has been tentatively designed for the following main components – Design of Barrage shall be done keeping maximum flood discharge of 5000 Cumecs. (Approximately)

- (a) Diaphragm walls to go 0.6 Mt. deep in hard rock along with intermediate and cross diaphragm walls.
- (b) Total length of Barrage designed as 217.00 Mt.
- (c) Bays 18 Nos. (10.00 Mt.) (Approx)
- (d) Total 18 nos. gate opening with provision of gates and hoisting arrangements with hoist bridge resting above HFL over RCC piers.
- (e) Provision of 2 Sets of stop log gates along with necessary hoisting arrangements with hoist bridge & gantry crane.
- (f) Pond level at R.L. 386.00 Mt.
- (g) U/s floor of thickness 1.8 Mt. shall be provided in 38.30 Mt. (Approx) length with protection work as indicated in drawing.
- (h) Hydraulic jump type stilling basin (type-I) resting on saturated sand. Thickness of floor is 1.8 Mt. at D/s glacis end and 1.8 Mt. at the floor end stilling basin floor at RL 380.50 Mt.
- (i) Right side approach road to bridge of Bagiya Barrage from Bansbahar Village at formation R.L. 389.75 Mt.
- (j) Left side approach road to bridge of Bagiya Barrage from Muskuti village at formation R.L. 389.75 Mt.
- (k) 2.0 Mt. (approx.) Thick RCC pier monolithic with barrage body. Steel hoisting structure to lift the barrage gates above the U/s HFL. Foundation of pier is provided at RL 378.70 Mt.

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



CONTRACTOR

मुख्य अभियंता
हसदेव गंगा कछार जल संसाधन
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- (l) Return wall duly extended in natural GL for minimum 3.00 Mt. length beyond river bank slope.
- (m) River bank protection with crated pitching.
- (n) The Barrage will be constructed with provision of road bridge having formation level R.L. 389.75 Mt.(approx.) & 7.50 Mt. carriage way & to facilitate movement of Gantry Crane.
- (p) Develop the site to make it a tourist place on both the banks, works like, gardening, land scapping works footpaths, parks for kids with entertainment equipments, fountains, railing works along pond for safety, with necessary amenities like drinking water, lavatory etc.
- (q) Construction of following buildings are included in the tender are i/c of boundary wall plantation & as per standard practice in WRD. The buildings should be approachable during HFL:-
 - Office cum Store – 1 No.
 - Tube wells – 1 Nos.
 - Generator cum switch room – 1 No.
- (r) Any obstruction/s to the present passages/ buildings/ monuments/habitants/etc, due to construction of the barrage to the tune of 0.00 M.C.M. plus capacity, should be taken care of by the contractor as per the prevailing norms of WRD & as directed by Engineer in charged while construction.

2.2 DESIGN LIMITATIONS AND REQUIREMENT OF MAIN WORK :-

The barrage is to be so designed and planned such that afflux limited to 0.10 M. at maximum flood discharge.

2.3 SCOPE OF WORKS:-

Survey investigation and explorations:-

Detail survey and investigation includes sub surface exploration of barrage and its appurtenants survey for the area coming under submergence, investigation for various quarries required for construction materials and borrow area, arranging model studies from reputed institutes for the barrage and incorporating recommendations if any during construction activity.

Design and Drawings

Detailed hydraulic/structural design & drawing of each component based on the tentative drawing approved by WRD and its approval from competent authority including clearance from such organization as would be required following specifications, design criteria of WRD, IS code, IRC, MoST guidelines and circulars. Estimate is based on S.O.R. with effect from 01/05/2025 and amended upto 08/08/2025.

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While designing the Bagiya Barrage due consideration is to be given to the down stream high level bridge while calculating the U/S and D/S HFL. The formation level of approaches on both side of the barrage should be decided accordingly.

Acquisition of land and Properties.

Preparing temporary land acquisition cases for borrow area and other construction activities. Preparing permanent land acquisition case (Private land, Govt. land, forest land if any.) preparing property compensation cases (if any) area required for disposal of excavated materials etc. for submission to LAO/Govt, through the Department perusing the same, getting the award/approval from competent authorities including arrangement of land on the temporary basis for all construction activities.

Planning:-

I. The contractor will submit "Construction Programme" showing quantity wise sequence of operations after the approval of tender and should get the programme approved from the competent authorities. He will also submit programme of bringing requisite tools and plant, men, material and machinery to be engaged by him at the site of work.

II. **Construction :-**

Construction of BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR(C.G.) AND OPERATION AND MAINTENANCE FOR 5 YEARS AFTER COMPLETION OF CONSTRUCTION with its appurtenant works as indicated in para 2.1 to 2.3 Name of work and Scope of work including any other work found essential during the course of design/ geological investigation / model studies along with buildings as mentioned in 2.10 under the heading 'Detail Information' for the Tenderers. All construction works are to be carried out as per approved designed, drawings, specification of W.R.D., I.S. code, IRC & MoST specifications / publications.

III. The Contractor will pursue, obtain all sort of approval, clearances and no objection certificate for all works connected with other departments of State Government as well as Central Government including Central Water Commission and Planning Commission, Government of India wherever required, including Environmental clearances from the competent authority. Post construction activity / operation and maintenance / trial rectification and commissioning and trial of entire construction system and rectifying all defects noticed during operation of all components.

IV. Irrigation potential

V. O& M for 5 years

VI. Maintenance during construction: Contractor has to maintain the work as per approved design and drawing during construction period.

Further Items under scope of work

(i) Preparing combine village map on tracing cloth for the entire unit-I Barrage works.

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- (ii) Survey for maximum water levels / Pond level of Maini river / Barrage coming under submergence, survey for quarries, borrow area disposal area and plotting on village map, contouring, demarcation of MWL / Pond level i.e. fixing of pond level stones etc.
- (iii) Survey for entire basin area, alignment location of each components.
- (iv) Taking trial pits, sub surface drilling wherever required.
- (v) Grid survey of the barrage axis and basin covering all the components.
- (vi) Preparing temporary & permanent L.A. cases (if any) and obtaining approval from land Acquisition Officer. Cost of temporary land Acquisition (if any) shall be paid by the contractor cost of permanent land acquisition (compensation) including service charges and solitium charges shall be borne by the department.
- (vii) Arrangement of power from state electricity company, Establishment of power sub station with transformers of suitable capacity for fulfillment of power for operation of all gates / gantry cranes etc. Illumination of barrage, setting up control rooms, digital display boards and remote operation arrangements, panel rooms, backup power arrangements complete in all manners. **Payment to state electricity company, if required, shall be made by the department which shall be deducted from payment made to the contractor on his bills.**
- (viii) In case of work pertaining in the area / jurisdiction of other department (N.H., P.W.D., Forest etc.) necessary permission/ work execution to their satisfaction will be done by the contractor.
- (ix) Ensuring quality control measures during construction.
- (x) Ensuring operation and maintenance for 5 years after completion of project.

2.4 Definition and interpretations: - In the "Prequalification and tender Documents" the following terms shall have the meaning here by assigned to them, except where the context otherwise requires.

- a. **Government** shall mean the Government of Chhattisgarh, Water Resources Department.
- b. **Chief Engineer** shall mean CHIEF ENGINEER, HASDEO GANGA BASIN, WATER RESOURCES DEPARTMENT, AMBIKAPUR (C.G.).
- c. **"Engineer-in-Charge"** shall mean the Executive Engineer-in-Charge of the works and shall also include the superior officer's of the Water Resources Department i.e. the Superintending Engineer of respective circle of CHIEF ENGINEER, HASDEO GANGA BASIN, W.R. DEPARTMENT, AMBIKAPUR (C.G.)
- d. **"Engineer-in-Charge's representative"** shall mean the Engineer who is directly in charge of the works.
- e. **Contractor** shall mean the person, firm or company who enters in to contract, with the department and shall include their executors administrators, successors, and assignees as per prevailing rules and regulations.

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- f. **Contract** shall mean the contract agreement executed by the contractor, with the competent authority of the department duly signed by them and that will include three volumes as below:-

Volume I	-	Prequalification Document
Volume II	-	Tender Document & Specification
	-	Drawings.

- g. **Work** shall mean the work to be executed in accordance with contract.
- h. **Specifications** shall mean the specifications for materials and works as specified in volume II of the contract.
- i. **Site** shall mean the land and the other places on under, in or through which the works are carried out and any other lands or places provided by the Government.
- j. **Defect(s) Liability period** shall mean 24 months from the completion of construction.

2.5 **Location of Works:-** The relevant Toposheet is 64 N/14 at Latitude-22° 39' 2.13" and Longitude 83° 53' 1.86"

2.6 **Language of Tender:** Tender shall be submitted in prescribed form in English. All literature and correspondence in connection with the contract shall be in English. The contractor shall arrange for translation of Hindi in to English in case of correspondence made by the Department in Hindi.

2.7 **Probable amount of work:** Probable amount of work shown in tender document is presently based on tentative drawings and on the SOR effective from 1.05.2025 and as amended from time to time. **This probable amount does not include GST.**
Probable Amount of Works: - Rs. 6637.27 Lakhs (Excluding GST)

2.8 **Time allowed for completion: - 24 Months including rainy season from the date of issue of work order for construction and 5 years for Operation and maintenance.**

2.9 **Contractor documents and matters to be treated as confidential:** All documents, correspondence, decisions and other matters concerning with the contract shall be considered as confidential and restricted nature by the Contractor and he shall not divulge or allow access there to any unauthorized person..

2.10 **Pretender Conference: -**

(i) Pretender conference open to all tenderers will be held in the office of the Chief in Engineer on **22/06/2026 at 11.30 Hrs.** where in prospective tenderers will have an opportunity to obtain clarifications regarding the work and the tender conditions.

(ii) The prospective tenderers are free to ask for any additional clarification either in writing and the reply to the same will be given in writing and there clarification

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referred to as common condition and shall form part of tender document and which will also be common and applicable to all tenderers.

The tender submitted by the tenderers shall be based on the clarification additional facilities issued (if any) by the department and this tender shall be unconditional. Conditional tender will be summarily rejected as non responsive.

2.11 Modes of deposit of earnest Money:- If the tenderer wishes to deposit the earnest money in anyone of the following forms, he may do so and produce/send the same duly hypothecated to the **Executive Engineer Water Resources Division, Kunkuri(C.G.)**

- (i) Treasury Receipt
- (ii) National Saving Certificate
- (iii) Treasury Bonds
- (iv) Approved Interest-Bearing Security
- (v) Government Promissory Notes/National Plan Loans
- (vi) Post office cash Certificate
- (vii) 10 years Treasury Saving Deposit Certificate
- (viii) 12 years National Plan Saving Certificate
- (ix) 10 years Defence Deposit Certificate
- (x) National Saving Certificates duly hypothecated in the names of the Executive Engineer.
- (xi) All small saving Securities and post Office saving Bank Account duly pledged to Executive Engineer.
- (xii) Bank draft of the State Bank of India or **nationalized** Banks
- (xiii) Units of Unit Trust of India.
- (xiv) Bank Guarantee / Electronic bank (e-bank) Guarantee from a **nationalized** Bank.
- (xv) Insurance surety bond issued by I.R.D.I.- approved insurance company.

2.12 Validity of Earnest Money Deposit:- The Earnest Money Deposit shall be valid for a period not less than 18 months from the stipulated last date of submission of tender.

2.13 Receipt of Earnest Money:- No tender entertained without an earnest Money of **Rs. 33.20 Lakhs** only in a separate sealed cover marked as Envelop-A duly superscripted as indicated Key Dates schedule. The earnest money will be returned to the unsuccessful tenderers on the rejection of their tenders or earlier as may be decided by the competent authority and will be retained from the successful tenders as part of security deposit.

2.14 Security Deposit:- The Security Deposit @ 5% from each running bill shall be deducted till the value of such deductions (**inclusive of amount of security for performance**) becomes 5% of the tendered value. The Contractor on written request to Engineer in Charge convert amount, so deducted, to interest bearing securities pledged to the Executive Engineer after approval of the Chief Engineer.

2.15 Execution of Agreement and Engineer-in-Charge for the work:- The tenderers whose tender has been accepted (herein after referred to as the contractor) will execute the agreement with the **Executive Engineer, Water Resources Division, Kunkuri(C.G.)** in the Prescribed form within a fortnight of the date of communication of acceptance of his tender by the competent authority. Failure to do so will result in the earnest money being forfeited to government and tender being cancelled.

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2.16 Instruction for submission of Tender: - The submission of tender by a contractor implies that he has read the notice and conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has seen the quarries with their approaches, sites of work etc. and satisfied regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches there too shall lie wholly with the contractor. *Although presumed, to reinforce the above fact, the contractor shall give a certificate/undertaking appended herein.*

Conditional Tender are liable to be rejected: -

2.17 Conditional Tender are liable to be rejected: -

- (a) Conditional tender/offers will not be accepted under any circumstances whatsoever.
- (b) The Government reserves the right to negotiate in second call onwards with the qualified tenders, if in the opinion of Government, the bid amount is found to be un-reasonable.

The Government also reserves the right to reject all the tenders without assigning any reason thereof. No correspondence of claim shall be entertained on this account.

2.18 All dues will be Payable by the Contractor:- All dues regarding taxes including the sales Tax, Octroi duties, etc. levied on the contractor's work by Government and local bodies or private individuals will be payable by the contractor. The Water Resources Department will not entertain any claim on this account.

2.19 Royalty Charges (Amount of Minerals/ Minor minerals): Amount for Royalty, DMF, Environment and infrastructure development Cess and penalty of 100% of royalty, that is **2.525 times** basic royalty rates will be deducted from the bills of the contractor for the minerals/ minor minerals used in construction and will be kept as additional deposit. The Contractor has to obtain royalty clearance certificate from collector of the district. If the contractor does not submit royalty clearance certificate within 6 months of completion of construction, the amount kept in deposit shall be remitted in relevant royalty head.

2.20 (a) Income Tax:- Income Tax at the rate of 2% from any sum payable to the Contractor at the time of credit of such sum or at the time of payment by cash/ cheque or draft or any other mode shall be deducted at the source from its running / final or any type of payment for this contract as per prevailing rules.

(b) Labour Welfare Cess :- 1% Tax (cess) shall be deducted from each Running bill / Final bill in favour of Chhattisgarh building & other construction welfare board. (भवन एवं अन्य सन्निर्माण कर्मकार उपकर अधि. 1996)

2.21 GST: GST TDS at the rate of 2% (Two Percent) will be deducted from the running bills/final bill. Prevailing rules in this regard will be followed.

The financial bid offered by the Contractor shall be deemed to be inclusive of all Central and State Governments' taxes, other levies, duties, royalties, cess, tolls, taxes of Local Bodies and Authorities, **but excluding GST (Goods and Services Tax).** The

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Governments will perform such duties in regard to the deduction of such taxes at source as per applicable law.

GST of 18% on every bill will be paid separately.

However, if any other NEW TAX or levy or cess is imposed by statute or any deviation in existing royalty/tax/levy/ cess /GST after the last stipulated date for the receipt of the tender including extensions, if any, shall be treated as NEW TAX and the contractor there upon necessarily and properly pay such new taxes/levies/ cess/GST /royalties. The Engineer in charge shall reimburse the amount of such 'New Tax' on submission of proof of such payments of tax by the contractor (deducted in case of decrease in existing taxes.)

2.22 Model Rules for Water Supply, Sanitation in Labour Camps:-

The Contractor will be bound to follow the Model Rules relating to layout of water supply and sanitation in labour camps (vide Annexure-A)

2.23 Fair Wages to labourers:-

The Contractor shall not pay less than fair wages to labourers engaged by him on the work (copy of rules enclosed vide Annexure-B)

2.24 Execution of work as per specifications: -The Contractor shall execute the work as per specifications (volume-II & III) incorporated in the tender document, detailed approval design, drawing, relevant I.S. Code, I.R.C. Publication MoST and circulars issued by the Department from time to time and in accordance with the special conditions incorporated in the tender document.

2.25 Removal of unsuitable or undesirable Employees of Contractor:-

The contractor 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 Executive Engineer is unsuitable or undesirable.

2.26 Recovery of amount dues: -

Any amount due to Government from the contractor on any account may be recovered from him from any of his dues (of this or any other agreement Government of Chhattisgarh with him) or as arrears of land revenue.

2.27 Execution of work according to time schedule :-

The work shall be done by the contractor according to the time schedule fixed by the competent authority. Tenderers are required to provide programme of surveys / planning / Designing approval & Execution of complete system in the approved time frame for major components incorporated in annexure "G". The programme shall be so drawn that following financial mile stones are achieved, during the stipulated period

25% time spent	:	12.5% achievement.
50% time spent	:	37.5% achievement.
75% time spent	:	75% achievement.
100% time spent	:	100% achievement.

2.28 Canvassing or support for acceptance of tender:-

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Canvassing or support in any form for the acceptance of any tender strictly prohibited. Any tenderers doing so will render him liable to penalties, which may include removal of his name from the register of approved contractors, and in case of unregistered contractor, debarring him for registration for a period of 5 (five) years.

2.29 List of Near Relatives, Working in Chhattisgarh W.R. Department :-

A list (vide Annexure-C) showing the names of "Near Relative" posted as Divisional Accountant or any Gazetted Officer in the Water Resources Department (Including Secretaries) should also be appended to the tender

(Note: - By the term Near Relative is meant- Son, Grandson, Father, Mother, Spouse, Brother, Sister, Brother-in-law, Father-in-law and Mother-in-law.)

2.30 No claims for price adjustment: - No claims for price adjustment / escalation, under any circumstances whatsoever, shall be entertained.

2.31 Validity of Offer: -

The offer of the tenders shall remain valid for **6 (Six)** months with effect from the date of opening of Price Bid.

2.32 Bank Commission Charges: - Bank commission charges will not be borne by the State Government.


2.33 Force Majeure:- Failure in performance due to Force Majeure of any part of this contract arising 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 subsequent para 4.33 will allow such additional time as are considered to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred to him due to those reasons.

2.34 Particulars of Tenderers to be provided with tender: - Each tenderer shall provide the name, residence and place of business of the person or persons participating in the tender and shall be signed by the tenderer with his usual signature. When tender is participated by a firm having partnership, the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registered number of the firm shall be furnished. In such a case tender must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power or attorney authorizing him to do so. Tenders by corporation shall be signed with the legal name of the corporation followed

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by the name of the state of Incorporation and by signature and by designation of the president, secretary or other persons authorized to sign it in the matter.

- 2.35 Obtaining Valid License under the Contract:** - The contractor shall obtain a valid license under the Contract labour (Regulation and Abolition) Act in force and rules made there under by competent authority from time to time before commencement of work and continue to have valid license until the completion of the work.
- 2.36 Bank Guarantee-** Wherever required shall be provided as per prevailing formats.
- 2.37 Identity card to the Employee:** - Each employee of the contractor related with the work shall have a bonafied Photo Identity Card duly signed by the Engineer-in-Charge.
- 2.38 Tools and Plants:** - The contractor shall be liable to arrange the special and ordinary tools and plants required for the said work at his own cost.

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PART -III

"FORM F"

Tender For a Lump Sum Contract,

I/We do hereby tender to execute the whole of the work described in the tender document and according to the annexed specification for the sum of Rs.

*(Rs.)

And should this tender be accepted I/we do hereby agree and bind myself/ourselves to abide by and fulfill all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Governor of Chhattisgarh the penalties of sums of money mentioned in the said conditions.

Dated :

Tenderer's signature

Address

Witness :

Address :

The above tender is hereby accepted by me on behalf of the Governor of the Chhattisgarh.

Dated

Signature of Authority
By whom tender is
Accepted

* To be expressed in words and figures.

SECURITIES

Name	Address	Occupation or Profession	Remarks

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CONDITIONS OF CONTRACT

- 3.1 Performance Security:** The person(s) whose tender may be accepted (hereinafter called the contractor(s)), shall within ten days of the receipt by him/them of the notification of the acceptance of his/their tender, deposit with the Executive Engineer, a sum equal to Two percent of the tendered amount either in interest bearing securities or Bank Guarantee endorsed to the Executive Engineer from any Nationalized Bank's Branch. All damages to be borne, or other sums of money payable by the contractor(s) to the Governor of Chhattisgarh under the terms of this contract may be deducted from or paid by the sale of sufficient part or whole of his/their securities deposit or from any sums which may be due or may become due to the contractor(s) by the Governor of Chhattisgarh on any account whatsoever. In the event of his/their securities deposit being reduced by reason of any deductions or sale as aforesaid or by reason of forfeiture under clause 3.10, the contractor(s) shall within ten days thereafter, make good in Bank Guarantee or Government securities endorsed as aforesaid any sum of sums, which may be necessary to make the amount of deposit equal to Two percent of the tendered value.

The contractor (s) is/are provide everything of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of drawing and specification taken together, which are to be signed by the **Executive Engineer, Water Resources Division, Kunkuri (Chhattisgarh)** (hereinafter called the Executive Engineer) and the contractor(s) whether the same may or may not be particularly described in the specification or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specification the Executive Engineer is to decide which shall be followed.

- 3.1 a Additional Performance Security (APS):-** Additional Performance Security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the PAC by more than 5%. In such an event the successful bidder shall have to deposit Additional Performance Security (APS) as below :-

S.N	% of Bid Amount below PAC	Amount of APS
1	Up to 5% below	Nil
2	More than 5% below upto 10% below	difference of 95% of the PAC and bid amount.
3	More than 10% below upto 20% below	5% of PAC plus 1.50 times of difference of 90% of the PAC and bid amount.
4	More than 20% below	20% of PAC plus 2.00 times of difference of 80% of the PAC and bid amount.

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The APS shall be deposited in the shape of interest-bearing securities or Bank Guarantee, in favour of the Executive Engineer before signing the agreement. **The same shall be refunded after issue of completion certificate of physical completion of construction.** If the contractor fails to complete the work or leaves the work incomplete, this Additional Performance Security (APS) shall be forfeited by the department and the agreement shall be terminated and action shall be taken in accordance with clause 4.30 of the agreement. In case the tenderer/contractor refuses to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.

- 3.2** The Contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the progress of the works, to amend, on requisition of the Executive Engineer, any errors which may arise therein and provide all the necessary labour and materials for so doing. The contractor(s) is/are to provide all plant labour and materials which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave the works in all respect clean and perfect at the completion thereof.
- 3.2A.** In respect of all bearings, hinges or similar parts intended for use in the superstructure on any bridge, the contractor shall whenever required in the course of manufacture/construction, arrange and afford all facilities for the purpose of inspection and test of all or any of those parts and the materials used therein, to any officer of the Directorate of inspections of the Ministry of works, production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructures of any bridge except on production of a certificate of acceptances thereof from the Directorate of inspection. All inspection charges will be payable by the contractor.
- 3.2B** In respect of all pipes /pumps or similar parts intended for use in the work, the contractor shall whenever required in the course of manufacture/construction, arrange and afford all facilities for the purpose of inspection and test of all or any of those parts and the materials used therein, to any officer designated by the Executive Engineer. All inspection charges will be payable by the contractor.
- 3.3** Complete Copies of the drawings and specification signed by the Executive Engineer are to be furnished to the contractor(s) for his/their use, and the same copies thereof are to be kept on site, with the in-charge of the contractor(s) agent who is to be constantly kept on the ground by the contractor (s) and to whom the instructions can be given by the Executive Engineer.
- 3.3 A** The Contractor(s) is/or not to sublet the works or any part thereof.
- 3.4** The Executive Engineer is to have at all times access to the works, which are to be entirely under his control. He may require the contractor(s) to dismiss any

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- person in the contractor's employment upon the works, who may be incompetent or misconducted himself and the contractor(s) is/are forthwith to comply with such requirements.
- 3.5** All works and materials brought and left upon the ground by the contractor(s) or his/their orders for the purpose of forming part of the works, are to be considered to be the property of the Governor of Chhattisgarh and the same are not to be removed or taken away by the contractor(s) or any other person, without the special license and consent in writing of the Executive Engineer, but the Governor of the Chhattisgarh is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials, either by the same being lost or stolen or injured by weather or otherwise.
- 3.6** The Executive Engineer has full power, to require the removal from the premises of all materials, which in his opinion are not in accordance with the specification and in case of default, the Executive Engineer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power, to require other proper materials to be substituted and in case of default the Executive Engineer may cause the same to be supplied and all costs which may attribute to such removal and substitution are to be borne by the contractor (s).
- 3.7** If in the opinion of the Executive Engineer, any of the works, executed with improper materials or defective workmanship, the contractor(s) is/are, when required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) in doing so within a week, the Executive Engineer is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).
- 3.8** Any defects, shrinkage or other faults which may appear within twenty four months from the completion of the all works arising out of defective or improper materials or workmanship, are upon the direction of the Executive Engineer are to be amended and made good by the contractor (s) at his/their own cost. In case of default the Executive Engineer have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).
- 3.9** From the commencement of the works to the completion of the same, those are to be under the contractor(s) charge. The contractor(s) is/are to be held responsible for and to make good all injuries, damages and repair occasioned or rendered to the same by fire or other causes and they are to hold the Governor of Chhattisgarh harmless from any claims for injuries to persons or for structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the contractor (s) or of any one in his/their employ during the execution of the works.
- 3.10** The works comprised in this tender are to be commenced immediately upon receipt of the order of commencement given in writing by the Executive

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Engineer, when possession of the site can be had. The whole work including all such additions and variations as aforesaid (but excluding such, if any as may have been postponed by an order from the Executive Engineer), shall be completed in every respect within **24 months** including rainy season from the date of issue of the aforesaid order and if from any cause, whatsoever, other than will-full obstruction or default on the part of the Executive Engineer or his staff, and except as hereinafter provided, the whole of such work which has not been finished to the satisfaction of the Executive Engineer within the said period, the contractor(s) shall forfeit to the Governor of Chhatisgarh, from his/their security deposit and/or any dues payable to him, by way of ascertained and liquidated damages, for each default by way of penalty, **0.02% of the bid amount of the whole work Per Day** for every completed day of such default, provided that the entire amount of damages to be forfeited under the provisions of this clause, shall not exceed **ten percent** of the contract of the whole work.

- 3.11** Provided nevertheless that if the contractor(s) shall be of the opinion that he is/they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the contractor(s), in consequence of orders to that effect from the Executive Engineer himself, who is empowered to give them in any or either of such cases, the Executive Engineer shall recommend in writing to competent authority to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractors(s) is/are to complete the works within such extended period or periods as aforesaid. Provided that the contractors shall not be entitled to any extension of time, unless, he/they shall within three days after the happening of the event in respect of which, he/they shall consider himself/themselves entitled to any extension, give to the Executive Engineer, written notice of such claim to any extension of time and of the grounds and of the amount thereof, unless in any case the Executive Engineer shall in his direction dispense with such notice and certify for an extension of time. Nevertheless and in case of extension of time, the aforesaid provisions with amount for damages in default of due completion, shall apply in case of non-completion of the works within the extended time.

- 3.12 Contractor shall be paid an incentive for early completion of construction work as below :**

1	For completion of entire construction work within 90% time allowed as stated in clause 2.0	2% of contract amount
2	For completion of entire construction work within 95% time allowed as stated in clause 2.0	1% of contract amount

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Note:- If there is early completion between 90% to 95% or between 95% to 100% no proportional incentive shall be paid. It will be either 1% or 2% and can not be calculated in proportional in time period.

- 3.13** If the contractor(s) shall become bankrupt or compound with or make any assignment for the benefit of his/their creditors or shall suspend or delay the performance of his/their part of the contract (except on account of causes mentioned on **clauses 3.10** or in consequence of not having proper instructions for which the contractor(s) shall have duly applied) Executive Engineer may give to the contractors of his/their assignee or trustee, as the case may be, notice requiring the work to be proceeded with and in case may be, notice requiring the work to be proceeded with and in case of default on the part of contractor(s) or his/their assignee or trustee, for a period for seven days, it shall be lawful for the Executive Engineer to enter upon and take possession of the works and employ any other person or persons to carry on and complete the same and to authorize him or them to use the plant, materials and property of the contractor(s) upon the works and the costs and the charges incurred in any way, in carrying on and completing the said works, are to be paid to the Executive Engineer by the contractor(s). The Executive Engineer shall be final authority to determine the amount spent to complete the unfinished work. The certificate of Executive Engineer as to the value of the balance work done shall be final and conclusive against the contractor.
- 3.14** A certificate of the Executive Engineer or an award of the referee herein after referred to, as the case may be, showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under provision of clauses 3.8.
- 3.15** If at any time before or after commencement of the work, Executive Engineer shall, for any reason whatsoever: -
- Cause alteration, omission or variation in the drawings and specification involving any curtailment of the works as originally contemplated; or
 - Not required the whole of work as specified in the tender to be carried out, the contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reason of alteration, omissions or variation or in consequence of the full amount of the work not having been carried out.

But the contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagements or made any advances to labour or

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taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

Dated

Signature of Contractor

Dated.....

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PART – IV SPECIAL CONDITION

- 4.1 General:** - The special conditions are supplementary instructions to the tenderers and would form part of the contract agreement.

If it becomes essential to release water in the river (where the work is to be executed) through other project/ canal for irrigation or for any other purposes during construction period, no compensation will be given for any type of loss in time / work/ labour/ machinery or financial etc., due to running of water in the river for any purpose at any time or works entrusted to this agency or other contractors employed by contractors.

Existing irrigation facilities to the users should not be affected at any cost due to any reason during construction period.

- 4.2 Construction Programme:** - The contractor will submit "Construction Programme" showing quantity wise sequence of operations within one week of final approval of design/ drawing/ estimates by competent authority and should get the programme approved from the competent authorities. Along with the above, he will also submit programme of bringing requisite tools and plant, machinery to be engaged by him to the site of work.

Contractor shall also prepare month wise (detailed week wise), item wise physical construction programme and bar chart as per approved quantities of different item without modifying date of work order (start date) and stipulated date of completion (end date) within one week after approval of estimate and get it approved from Engineer-in-Charge. The programme shall be as per work completion schedule. The contractor shall submit weekly progress report to Engineer-in-charge in approved format of report regularly.

- 4.3 Action when the progress of any crucial item of work is unsatisfactory.** If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in-Charge, shall not withstanding, that the general progress of work is satisfactory. In accordance with clause 4.30 be entitled to take action under clauses 4.31 after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained owing to such action.

- 4.4 Inspection and tests:** - Except as otherwise provided in here of all materials and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination and test by the Engineer-in-charge at any and all times during manufacture and/or construction are carried on. The Engineer-in-Charge shall have the right to reject defective material and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the

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contractor shall properly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship, the Engineer-in-charge may replace such material and/or correct such workmanship and charge the cost thereof to the contract.

The contractor shall be liable for replacement of defective work up to the time in accordance with clause 4.39 of the special conditions of contract of all work to be done under the contract.

The contractor shall furnish promptly without additional charge, all facilities, labour and materials necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-charge.

All inspection and tests by the department shall be performed in such a manner as not to unnecessarily delay the work. Special full size and performance tests shall be charged with any additional cost of inspection when the contractor does not make, materials and workmanship ready at the time of inspection.

- 4.5 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.
- 4.6 Possession prior to completion:** The Engineer in charge shall have the right to take possession of, or use any completed part of the work, such possession or use shall not be deemed to take the right, as an acceptance of any work not completed in accordance with the contract.
- 4.7 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. Until such delivery of the completed work, the contractor shall at his own cost take all precaution reasonably to keep all the aforesaid works, materials, machinery, plants, tools temporary buildings and other things connected there with, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such lost or damage at his own cost.
- 4.8 Examination and tests on Completion:-** On the completion of the work and not later than 24 months thereafter, the Engineer-in-Charge shall make such examination and tests of the work as may then seem to him possible, necessary or desirable, and the contractor shall furnish free of cost any materials and

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labour which may be necessary therefore, and shall facilitate in every way all operations required by the Engineer-in-Charge, in making Examination and tests.

4.9 Climatic conditions: - The Executive Engineer, may order the contractor to suspend any work that may be subjected to the damage by climatic conditions and no claim of the contractor will be entertained by the department on this account.

4.10 Safety Regulations:- While carrying out this work, the contractor shall ensure compliance of all safety regulations as provided in safety code (Annexure-D).

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.

4.11.1 Haul Roads: -

The contractor will have to make the work sites accessible to the departmental officers for inspection by way of construction/maintaining all weather roads/approaches.

4.11.2 Layout of construction or roads:-

The contractor shall have to submit detailed plan to the Engineer-in-charge showing the layout of the work site, roads and approach roads proposed by him, before he starts the actual work. Such a road layout, road plan, will be scrutinized by the Engineer-in-charge and any modification suggested by him will be binding on the contractor. If it is decided by the Engineer-in-charge to have some of the roads proposed by the contractor as common road for common use of department and other or convenient and for compact and planned layout of work site, the contractor will be bound to construct them and allow them to be used simultaneously by other contractors and departments. In case of disputes, the decision of the Engineer-in-Charge shall be final and the binding on the Contractor.

4.12 Own arrangement for water, power, light and explosives

The contractor will make his own arrangements for supply of water, light and power to his works and labour camps. The contractor will also make his own arrangement for procurement of explosives (if required) and its license from competent authorities. The department shall not be responsible for any delay in arranging power supply from Chhattisgarh State Electricity Company and explosive license etc. by the contractor. No claims and extension shall be entertained on these accounts

4.13 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

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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.

4.14 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 and adequate lighting arrangement shall be made by the contractor as directed by the Engineer-in-Charge.

4.15 Passing of foundation etc.: -

After the completion of the work excavation, the same will be checked and passed by the competent authority. No masonry or concrete or back filling shall be laid, unless the foundation is so passed. No concreting shall commence, unless the centering and the reinforcement is checked and passed by the Engineer-in-Charge.

4.16 Site Order Book: -

An order book shall be kept in the department office on the site of the work. As far as possible, all orders regarding the works are to be entered in the book. All entries herein shall be signed by the departmental officers in direct charge of the work and contractor or his representatives. In the important cases, the Executive Engineer or the Superintending Engineer will countersign the entries which have been made. The order book shall not be removed from works site except with the written permission of the Superintending Engineer and the contractor or his representative shall be bound to take note of all instructions meant for the contractor as entered in the order book without having to be called for separately to note them. The Engineer-in-Charge shall submit periodically copies of the remarks of the order book to the Superintending Engineer and Chief Engineer for record and to the contractor for compliance and report.

4.17 Contractor Not to Dispose of soil etc.: -

The contractor shall not sell or otherwise dispose off or remove, except for the purpose of this contract, sand, stone, clay, ballast, earth, rock, or other substance or materials any treasury fossil mineral or any other article of value or interest which may be obtained from the excavation made for the purpose of this contract or any produce from the site. All such substance, materials and produces shall be the property of Government.

4.18 Gold, Silver, Minerals, Oils, Relic Etc. Found on the site:-

All gold, silver, oil or other minerals of any description and all precious stones, coins, treasure, relics antiquities and other similar things which shall be found

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in or upon the site shall be property of Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons as the Engineer-in-Charge may appoint.

4.19 Signing Field books, Longitudinal Sections, Cross Sections and Measurement Books: -

Before starting the work, and at the end before the work is covered, levels for plotting longitudinal section (along the axis as decided by Engineer-in-Charge or his authorized representative) and cross section of the portion of the work shall be taken by authorized Engineer of the contractor in the presence of the Engineer-in-Charge or his duly authorized representative and the same shall have to get attested from the Engineer-in-Charge or his authorized representative in the token of acceptance. If the contractor fails to take measurements and sign them, the measurements recorded by the Engineer-in-Charge or his representative in the authorized books shall be final and binding on the contractor. For this purpose, Suitable date or dates shall be fixed by the Engineer-in-Charge and intimated to the contractor at least three days in advance. If the contractor or his duly authorized agent fails to attend on the

appointed date or dates, the levels and measurement shall be taken in his absence and such levels and measurement and longitudinal sections and cross sections based there on, shall be final and binding on the contractor. The levels will be taken on such alignments and cross sections as will be useful for reference permanently and described under specification for 'Excavation'. The points of the locations for the levels will depend upon the roughness of the area and will also be at least in conformity with the requirement of specification for 'Excavation' as far as possible.

The similar procedure for record measurements shall hold good for all other items and activities involved in execution of the work. All the levels/measurement shall be recorded by Engineer-in-Charge or his authorized representatives in the authorized levels/measurements book.

4.20 Bills and Payments: -

Minimum one running payment in a month in each concerned work-division is permitted. The bill shall be submitted by the contractor by 10th day of the month; payment of this bill shall be affected as per provision of payment schedule Vide Annexure- "F". Non submission of the bills on the scheduled dates will absolve the Department of the liability to make payment.

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

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Contractor's price bid as approved shall be divided among components of work as Annexure-"F" of schedule of payment to their respective percentage as stipulated in schedule of payment Annexure- "F" and same shall be considered for payment.

The schedule of payment Annexure- "F" shall supersede all modes of payment(s)/ payments schedule (if) stipulated any where in tender document.

The proportion of different component of work as compared to over all cost of project is as per stipulation in Annexure- "F" of schedule of payment.

Contractor whose price bid has been accepted, shall be required to submit component wise details schedule of payment based on technical sanction and in accordance with the provisions shown in schedule of payment Annexure-"F". This detailed schedule of payment shall be got approved from **Chief Engineer, Hadeo Ganga Basin, Water Resources Deptt., Ambikapur(C.G.)**

The components shown in schedule of payment Annexure-"F", shall be further divided into appropriate sub-components and their stages for the purpose of payment. The stages should have relation to the programme of construction, taking due cognizance of interdependency of various activities. Each stage shall be expressed as percentage of total cost of approved bid. Sum of all such stages of particular component shall be equal to the percentage of that component shown in the schedule of payment - Annexure-F.

The detail schedule approved by the **Chief Engineer, Hasdeo Ganga Basin, Water Resources Department, Ambikapur(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, the contractor shall produce result of quality control tests carried out by quality control organization of department. If the test result does not fulfill the stipulated criteria laid down in specifications, the payment will be limited as per the provisions in the specification(s) and if number of results fail beyond the limit of acceptances, then the contractor shall not be paid unless he rectifies all such imperfect work(s). The decision of the Chief engineer in respect of the matters pertaining to the quality control shall be final and binding on the contractor.

The payment of quantities for each item of sanctioned estimate (or Clubbed items) shall be regulated as under:-

- (a) For completion of the item when executed quantity is 90% or above full payment of estimated quantity will be paid.

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- (b) For completion of the item when executed quantity is less than 90% the payment will be restricted to actual quantity executed
- (c) Being a lump- sum contract no financial claims/ no extra items/ no additional quantity will be payable.

The payment shall be made by the department as per payment schedule given in the tender document.

4.21 Bill to be submitted Monthly- A bill shall be submitted by the contractor on 10th day of each month for all work executed in the previous month and the Engineer-in-Charge shall take or caused to be taken 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 10 days from the presentation of the bill.

4.22 Bill to be on Printed Forms: -

The contractor shall submit all bills on the prescribed printed forms of the department.

4.23 Cleaning up: -

- b. The contractor shall at all time keep the constructions areas and his colony and storage free from accumulation of wastes or rejected materials.
- c. Prior to the completion of the work, the contractor shall remove all rubbish from and around the premises and all tools, scaffolding equipments and materials which are not part of permanent structures executed otherwise asked for or as provided under any other clauses of this contract, the premises will be left in a manner fully satisfactory to the Engineer-in-Charge.

4.24 Communications and Notices by Contractors: -

All communications and/or notices pertaining to works and concerning matters, such as passing and approving of foundation, reinforcement and form works, measurements, mark outs, etc shall be addressed by the contractor to an officer not below the rank of Executive Engineer. All such notices, communications etc. shall be addressed in good time so as not to hold up the work.

4.25 No claim of Compensation from Department: - The Contractor shall not be entitled to claim any compensation from department for the loss suffered by him on account of delay by department in approval of design, drawing, approval to foundation etc.

4.26 Non-Drawl of Agreement: - In the event of tenderer 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.

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4.27 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 Executive Engineer may give the contractor a notice identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given, under provisions of this clause (4.29). After such notice is given, the contractor shall not remove from the site, any plant, equipment and material. The Government shall have lien on all such plant, equipment and materials, from the date of such notice, till the deficiencies have been corrected. If the contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice, the Executive Engineer will terminate the contract in whole or in part, in case the entire contract is terminated, the amount of security deposit together with the value of the work done but not paid for, shall stand forfeited to Government.

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

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

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

4.28 Action when the contractor becomes liable for levy of penalty:-

In any case in which under any clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one, sum of deducted by installments) or committed a breach of any of the terms contained in clauses 4.29 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Engineer-in-Charge on behalf of the Governor of Chhattisgarh, shall have power to adopt any one of the following course, as he may deem best suited to the interest of government.

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- 4.28.1** To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- 4.28.2** To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands to give it to another contractor to complete. In which case, any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (for the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the works is carried out at lower rate, the contractor shall not be entitled for any refund on this account. Saving, if any shall go to the Government. In the event of any of the above courses being adopted by Engineer-in-Charge, the contractor shall have no claim to compensation, for any loss sustained by him by reason of his having purchased or procured any material or entered in to any engagement or made any advances on account of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.
- 4.29 Contractor remain liable to pay compensation if action not taken under clause 4.30.:-** In any case in which any of the powers, conferred upon the Executive Engineer by clause 4.29 hereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.
- 4.30 Extension of time: -** Time shall be considered as the essence of the contract, if however, the failure of the contractor to complete the work as per the stipulated date referred to above arises for "Force Majeure" (as per clause 2.33) an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

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- 4.31 The authorities competent to sanction extension of time shall be as per prevailing rules.
- 4.32 **Final Certificate:-** On completion of the work the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete, until the contractor shall have removed from premises on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors, other parts of any building or structure in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Sub Divisional Officer, Executive Engineer whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause such as removal of scaffolding, surplus materials and rubbish and clearing off dirt, on or before the date fixed for the completion of work, the engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 4.33 **Receipt to be signed by the partners or persons having authority to do so:-**
Receipt for payments made on account of work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as the firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
- 4.34 **Works to be executed in accordance with specifications, drawings, Orders etc:-**
The contractor shall execute the whole work and every part of the work upto the minimum dimensions required as per approved design, drawing and specification in the most substantial and workmen like manner and both as regards materials and otherwise in every respect. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodge in his office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours, and the contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of specification and of all such designs, drawings and instructions as aforesaid.
- 4.35 **Alternation in specifications and designs:-** The Engineer-in-Charge shall have power to make any alternations in, or omissions from, addition to, or substitutions for the original specifications and approved drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction, which may be given to him in writing signed by the Engineer-in-Charge and such alternations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor

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on the same conditions, in all respects on which he agreed to do the main work and at the same tendered cost.

- 4.36 Time limit for unforeseen disputes:** - Any dispute should be brought to the notice of the Engineer-in-Charge in writing within one month of the occurrence of such disputes.
- 4.37 Action and compensation payable in case of bad work:-** If at any time before security deposit is refunded to the Contractor it shall appear to the Engineer-in-Charge or his subordinate in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor, and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of that particular item of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor. Should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same after imposing penalty as decided by him.
- 4.38 Contractor liable for damage done and for imperfections for Twenty four months after Certificate (Defect liability):** If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building or any building, road kerbs, fences, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any parts of it is being executed, or any damage shall happen to the work while in progress, **from any cause whatever**, or any imperfections become apparent in it within **twenty four months after a certificate, final or otherwise of its completion** shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof.

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- 4.39 Refund of security Deposit:-** The 5% security deposit of the contractor shall be refunded on approval of the Chief Engineer as follows :

24 Months after completion of construction work	2.00 % of contract value
36 Months after completion of construction work	1.00% of contract value
48 Months after completion of construction work	1.00 % of contract value
60 Months after completion of construction work	1.00 % of contract value

- 4.40 Works to be open for inspection:-** All works, under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor, either he himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be consider to have the same force as if they had been given to the contractor himself.
- 4.41 Notice to be given before work is covered up:-** The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having being given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or materials with which the same was executed.
- 4.42 Contractor to supply plant, ladders, scaffolding etc.:-** The contractor shall supply at his own cost, materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, scaffolding and temporary work requisite for the proper execution of the work, whether original, alternate, altered or substituted and whether included in the specifications or other documents forming part or the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to be any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examinations at any time and from time to time of the work or materials, failing to do so, the same may be provided by the

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Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. Or of a sufficient portion thereof. Contractor is liable for damages arising from non provisions of lights, fencing etc. The Contractor shall also provided other wise and except, for payment due under clause 4.22, all necessary fencing and lights required to protect the public from accidents, and shall be bound to bear that expenses or defense of every suit, action or other proceedings of law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which any be awarded in any such suit, action or proceedings, to any persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

- 4.43 Compensation under section 12, sub-section (1) of the workmen's compensation Act, 1923-** In every use in which by virtue of the provisions of sections 12, sub sections (1) of the workman's compensation act 1923, Government are obliged to pay any compensation to a workman employed by the contractor in execution of the work, Government will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Government under section 12, subsection (2) of the said act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under Section 12, sub section (1) of the said act, except on the written request of the contractor and upon his giving to government, full security for all cost for which government might become liable in consequence of contesting such claim.

4.44 Labour Regulation:-

- 4.44.1 (a) Labour below the age of fourteen years:** - No labourer below the age of fourteen years shall be employed on the work.
- 4.44.1 (b) Employment of labour-** the contractor should as much as possible employ the local labour for the said works and he should have registration for minimum 100 labourers with labour department in Chhattisgarh.
- 4.44.2** The contractor shall at his own expense provide or arrange for the provision of footwear for labour doing cement mixing work which the contractor has undertaken to execute under this contract to the satisfaction of the Engineer-in-Charge and on his failure to do so, the Government shall provide the same to such labourers and recover the cost from the bill due to the contractor.
- 4.44.3** The contractor shall submit by the 4th and 19th day of every month to the Engineer-in-Charge a true statement in respect of the second half of the preceding month and the first half of the current month respectively showing (1) The number of labourers employed by him on the work (2) Their working hours, (3) The wages paid to them and (4) The accident that occurred during the said fortnight stating the circumstances

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under which they occurred and the extent of damages and injury caused by them, failing which, the contractor shall be liable to pay to the government a sum not exceeding Rs. 100/- for each default of materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as final in this behalf.

4.44.4 In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for worker employed by the Water Resources Department and its contractors.

4.45 Changes in the constitution of firm: - In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge, for his information.

4.46 Works to be executed under the direction of Executive Engineer/ Superintending Engineer:- All works to be executed under the contract, shall be executed under the direction and subject to the approval in all respects of the Executive Engineer/Superintending Engineer of the Division/Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

4.47 Settlement of claim and disputes

4.47.1 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 for his jurisdiction for the time being, in respect of all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, 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 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 before giving his decision in writing in the matter, gives an opportunity of being heard to the parties to contract.

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.

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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.

If the work under the contract has not been completed, when a dispute is referred to Arbitration, work shall continue during the "Arbitration Proceedings" if it is reasonably possible and no payment due to contractor should be withheld on account of "Arbitration Proceedings" unless, it is required by the Arbitrator.

4.47.2 Except where otherwise specified in the contract, for the claim valued at Rs.50,000/- or more the decision of the Chief Engineer for the time being, in respect of all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions here to 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, instructions, 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 Chief Engineer shall be before giving his decisions in writing in the matter, gives and opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Chief Engineer in respect of any matter, he may within 28 days after receiving notice of such decision may refer such dispute to the Chhattisgarh Arbitration tribunal constituted under Chhattisgarh Madhyatham Adhikaran Adhiniyam.

- 4.48 Action where no specification:-** In the case of any clause of work of which there is no such specification as is mentioned vide clause 2.1 such work shall be carried out in accordance with the specifications approved by Superintending Engineer/Chief Engineer applicable to works in the district, and in the event of there being no such specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirements of the **Engineer-in-Charge**.
- 4.49 Definition of Works: -** The expression "Works" of "work" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original altered, substituted or additional and also O&M works.
- 4.50 Penalty for breach of contract:-** On the breach of any terms or conditions of this contract by the contractor, the department shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining, and to realize and retain same as damages and compensation for the said breach, but without prejudice to the right of the said contractor to recover any further sums as damages from any sums due to or which may become due to the contractor by Government or otherwise howsoever.
- 4.51 Recovery of dues from the Contractors: -** Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government Promissory notes

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etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the contractor, then, it shall be recoverable as an arrears of land revenue.

4.52 Audit and technical Examinations: -

Government shall have the Right to Cause an Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examinations, any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall have been liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause 4.49 of this clause and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment, shall be duly paid by Government to the Contractor.

Provided that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand, under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

4.53 Permission for Crossing NH/SH/Roads/Railway Lines:-

If any work of the pipeline/canal or other system is likely to have several crossings for National Highway, State Highway, Other Roads, Railway Lines etc. and as such necessary letter to grant the permission for crossing those premises shall be issued to the respective authorities by the Engineer-in-Charges. However, the contractors will have to keep the follow-up and obtain timely clearance from the concerned authorities. Costs of those crossing are included in the tender.

4.54 Use of site: -

- (a) All areas of operation including those of his staff and labour colonies in case handed over to the Contractor shall be cleared and handed over back in good condition to the Engineer-in-Charge except the areas under works constructed the Contractor shall make good to the satisfaction of the Engineer-in-Charge any damage on alterations made to areas which he has to hand over back or to other property or land handed over to him for the purpose of this work.
- (b) If the vegetation and forest is noticeable in project area, the contractor should take utmost care for the preservation of this vegetation and forest. Any damage in this vegetation and forest will have to be compensated by

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the contractor and decision by the Engineer-in-Charge will be final and binding on Contractor.

4.55 Purchase of Cement and Steel: -

4.55.1 Excavated rock received from excavation will be available with the department which may be used by the contractor for construction work under this contract. The material shall be issued to the contractor at the rates indicated in the Annexure - H.

4.55.2 Cement required for the work will be purchased by the contractor at his own cost. No advance payment / secured advance will be made by the department for this article.

4.55.3 The contractor will purchase cement from the cement factory whose production capacity is more than 450 M.T. per day and submit test report. The department may also get the test report from the authorized Laboratory at contractor's cost. The contractor shall produce proof of purchase of cement from the cement factories. The purchase bill supported by delivery challan and excise gate pass shall constitute adequate proof of purchase.

4.55.4 Cement shall be stored in such a way as to allow the removal & use of cement in chronological order of receipt i.e. first received being first used.

4.55.5 The contractor will purchase steel of IS specification and will submit test report and proof of dispatch. The department may also get the test report from the authorized laboratory at contractor's cost. The department will make no advance payment / secure advance for this article.

4.56 Advances Not Allowed

4.56.1 Mobilisation advance(Not Allowed):-

4.56.2 Advance on plant and machinery (Not Allowed):-

4.56.3 Recovery of advance(Not Applicable): -

4.57 Hire of construction equipment: -

Construction equipment owned by the department if available and can be given on hire conveniently, will be made available on specific request of the contractor at rate that will be prescribed by the department from time to time. Supervision charges will also be levied prescribed by the department from time to time. The contractor shall execute the agreement bond as prescribed by the department and shall agree to the specific rates of hire and supervision charges in force on the day of transaction in writing before he takes machinery out of the department yard. (As per Annexure - 'E').

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4.58 Access to the contractor's books: -

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular item of work or supply of plant or material, he shall direct the contractor to produce the relevant documents, such as pay-rolls, records of personnel, invoices of materials and any other data and documents relevant to the item, necessary to determine its cost etc. and the contractor shall when so required, furnish information, pertaining to the aforesaid items in the mode and manner that may be specified.

4.59 Access to site and work and co-operation with other contractor: -

The Engineer-in-charge if he consider fit from time to time enter on any lands which may be in the possession of the contractor under the contract for the purpose of executing any work not included in the contract and may execute such works not included in this contract by agents or by other contractors at this option and the contractor shall in accordance with the requirements of Engineer-in-Charge, afford all reasonable facilities for execution of the works including occupation of lands by structures or otherwise to any other contractor employed by the department and his workman or for the workmen of the department who may be employed in the execution on or near the, site of work not included in the contract or of any contract in connection with or specially to the work and in default, the contractor shall be liable to the department for any delay or expenses incurred by reason of such default. The contractor shall not however, on account of any such modified new or extra work executed by or for the sake of department be entitled shall also co-operate with other contractor with all fairness and mutual understanding and use the common facilities like access road to quarries, water supply arrangement etc.

The contractor shall also not cause advertently or inadvertently any obstruction or impediments in the progress of the other work being executed by department or through other agencies. In the event of dispute regarding the claim, the responsibility, liabilities etc. in respect of such facilities, the decision of the Engineer-in-Charge shall be final.

4.60 Liability for accidents to persons: - It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify against any claims for damage to the property, injury to workers or any other persons, deaths etc. to the Engineer-in-Charge. On the occurrence of an accident resulting in death or which is so serious, as to be likely to result in death, the contractor shall within 24 Hours report in writing to the Engineer-in-Charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-Charge. In all cases the contractor shall indemnify the department against the losses of damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid this includes penalties or fines if any, payable by the Government as a consequence of failure to give notice under the workman compensation Act of failure to conform to the provision of the said Act in regard to such accidents. In the event of accident in respect of which, compensation may become payable under the workman compensation Act VIII of 1923 including all subsequent modifications thereof, Engineer-in-Charge may retain the sums of money

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as may in the opinion of Engineer-in-Charge be sufficient to meet such liability out of the amounts payable to the Contractor. These sums shall be recovered from the immediate payment due to the Contractor in one installment or in more than one installment. The decision of the Engineer-in-Charge regarding this shall be final and binding on the Contractor. On receipt of award from the Labour Commissioner, the balance amount shall be reimbursed to or recovered from the contractor. It should be noted that, through the department of Water Resources is a principal employer, the complete responsibility of compensation should be on the contractor.

4.61 Jurisdiction of Court for disputes

Dispute if any arising out of this contract shall be subject to the Jurisdiction of the High Court of Chhattisgarh, Bilaspur.

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ANNEXURE-A MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

Note :- These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to standard in Permanent, or Semi permanent labour camps should not obviously be lower than those for temporary camps.

1. **Location:-** The camp should be located in elevated and well-drained ground in the locality.
2. **Layout:-** Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
3. **Hutment Facility:-** The huts to be built of local materials. Each hut should provide at least 20 Sq. meter of living space.
4. **Sanitary Facility:-** There shall be provided latrines and urinals at least 16 meter away from the nearest quarter separately for men and women, specially so marked on the following scale.
5. **Latrines:-** Pt. privies at the rate of 10 users families per seat, separate urinals are not required as the privy can 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 five 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 Committee. The well should be at least 30 meter away from any latrine or other sources of pollution. If possible, a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health Institution between each work of disaffection.

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 reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.
7. **Bathing and Washing:-** Separate bathing and washing places shall be provided for men and women for every 25 persons in the camp. There shall be gap and space of 2 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 disposal of by trenching.
9. **Medical Facilities:-**

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- a. Every camp where 1,000 more persons reside 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 then 1000 or more than 250 persons reside shall be provided with a Dispensary and a part time Nurse/Midwife shall also be employed.
- c. If there are less than 250 members 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 dependants of 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:-

1.	For camps with strength over 200 But not exceeding 500 persons	One Sweepers for every 75 persons above the first 200 for Which three Sweepers be provided.
2	For camps with strength over 500 persons	One Sweeper for every 100 persons above the first 500 for which six sweepers should be provided.

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BAGIYA BARRAGE SCHEME

ANNEXURE –B

FAIR WAGES TO LABOUR

The Contractor shall pay not less than FAIR WAGE to labour engaged by him on the work by **digital mode in the respective bank account of the labourers.**

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 Resourced Department for the Division in which the work is done.
- b. The contractor shall, notwithstanding the provisions of the contract, to the contrary, cause to be paid a fair wage to labourers indirectly engaged in connection with the said work, as if the labour had been immediately employed by him.
- c. In respect of labour directly or indirectly employed on the work for the performance of the contractor part of this agreement, the contractor 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 contractor any sum required for making good the loss suffered by a workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made form his or there wages which are not justified by their terms of the contract or non observance of the regulations.
- e. The contractor shall be primarily liable for all payment to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- f. The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of contract.
- g. The contractor shall obtained a valid license under the contract labour (Regulation and Abolition) Act, enforce and rules made three 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 resulted in non-execution of the work assigned to the contractor.

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BAGIYA BARRAGE SCHEME

ANNEXURE-C

**LIST SHOWING THE NAMES OF NEAR RELATIVES, WORKING IN
CHHATTISGARH WATER RESOURCES DEPARTMENT
(As per clause 2.29)**

S.No.	Name of Divisional Accountant and Gazetted officers Working in Chhattisgarh Water Resources department	Relationship with self (Tenderer)	Name of person working with the contractor who are near relative to Gazatted officer Mentioned in Column 2	Relationship
1	2	3	4	5

Date

Signature of the Contractor.

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ANNEXURE – D SAFETY CODE

1. Scaffolding

- i. Suitable scaffold should be provided for workman for all works that can not safely be done from the grounds or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Majdoor shall be engaged for holding the ladder, for carrying materials as well as suitable foot holds hold and hand shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ Horizontal to 1 Vertical)
- ii. Scaffolding or staging more than 3.5 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from the building or structure.
- iii. Working platform, gangways and stairways should be so constructed that they should not sway unduly or unequally and if the height of the platform of the gangway or the stairway is more than 3.5m. above ground level or floor level they should be closely bonded, should have adequate width and should be suitably fenced as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m.
- v. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed, no portable ladder shall be over 9m. in length while the width between side rails in ring ladder shall in no case be less than 0.30m. for ladder up to and including 3.00m. length. For longer ladders this width should be increased at least 2 cm. for each additional Meter of Length, Uniform Step spacing shall not exceed 0.30m.

Adequate precaution shall be taken to prevent danger from electrical equipment; no material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing or right to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or proceeding of law that may be brought by any persons for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claims by any such person.

2. Excavation and Trenching:- All trenches 1.20 or more in depth, shall at all times be supplied with at least one ladder for each 30m. in length or fraction the surface of the ground. The sides of the trenches, which are 1.50 m. or more in depth shall be stepped

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back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides of collapse. The excavated materials shall not be placed within 1.5m. of the edge of the trench or half of the depth of trench whichever is more, cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

3. Demolition:- Before any demolition work is commenced and also during the process of the work.
 - a. All roads and the open areas adjacent to the work site shall either be closed or suitable protected.
 - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c. All precautionary steps shall be taken to prevent danger to person employed from risk of fire or explosion of flooring. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
4. **Painting:-** All Necessary personal safety equipment as considered adequate by the Engineer- in charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a. Workers employed on mixing asphalt materials, cement, lime mortars shall be provided with protective footwear and protective goggles.
 - b. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficient safe intervals.
 - c. Those engaged in welding works shall be provided with welder's protect.
 - d. When workers are employed in sewers and manholes which are in use. The contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the work, and shall be condoned of with suitable railing and provided with warning signals or signals or boards to prevent accident to the public.
 - e. The contractor to shall not employ men below the age 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precaution should be taken:-
 - i. No paint containing or lead product shall be used except in the form of paste or ready-made paint.
 - ii. The Contractor to the workers for use should supply suitable facemasks when paint is applied in the form of spray on a surface having lead paint dry rubbed and scrapped.
 - iii. Overhauls shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
4. Drowning:- When the work is done near any place where there is risk of drowning all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger in adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during course of the work.
5. Machine:- Use of hoisting machine and tackle including their attachments, anchorage and support shall confirm to use the following standard or condition.
 1. These shall be good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

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- Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defect.
2. Every crane driver or hoisting appliances operator shall be properly qualified and no persons, under and age 21 years should be in-charge and any hoisting machine including any scaffold, which give signals to the operator.
 3. In case of every hoisting machine and every chain ring lowing or as means of suspensions, the safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load, in case of a hoisting machine having a variable safe working load. Each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 4. In case if departmental machine, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor machine the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
 5. Motors, gearing transmission, electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safeguards and with such means as will reduce to the minimum, of the risk of accidental descent of the load. Adequate precautions should be taken, to reduce to the minimum, the risk of any part of suspended load becoming accidentally displaced. When workers employed on Electrical installations which are already unregistered insulating mats, wearing apparel such as gloves, sleeves and boot as be necessary should be provided. The workers should not wear rings, watches and carry keys, or other materials, which are good conductors of electricity.
 6. All scaffolds, ladder and their safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or requirement shall be altered or removed while it is in use. Adequate washing shall be provided at or near places of work.
 7. These safety provisions should be brought to the notice of all concerned by display on an Notice Board at prominent places at work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
 8. To ensure effective enforcement of the rule and regulation relating to the safety precautions, the agreement made by the contractor shall be open to inspection by the Labour officer, Engineer-in-charge of the department or their representatives.
 9. Notwithstanding the above clauses (1) to (9) there is nothing in these to exempt the contractors to exclude the operation of any other Act or Rule in-force in the Republic of India.

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BAGIYA BARRAGE SCHEME

ANNEXURE E

**DETAIL OF GOVERNMENT PLANTS AND MACHINES TO BE
SUPPLIED ON HIRE**

S.No.	Description of plants and Machinery which can be spared for contractor of this work	Number	Basic Hourly rate for Machine for the purpose of determining ultimate hire charges to be recovered from the Contractor
NIL			

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BAGIYA BARRAGE SCHEME

ANNEXURE F

GENERAL ABSTRACT OF PAYMENT SCHEDULE

S.No.	NAME OF WORK	TENDER AMOUNT (Rs. LAKHS)	PERCENTAGE OF AMOUNT PUT TO TENDER
1.	CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G.). INCLUDING OPERATION AND MAINTENANCE FOR FIVE YEARS AFTER COMPLETION IN TAH – KANSABEL, DISTT- JASHPUR (C.G.)	6637.27	100%
	Total	6637.27	100%
	Add GST @ 18%	1194.70	18%
	Grand total for payment	7831.97	118%

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BAGIYA BARRAGE SCHEME**ABSTRACT OF PAYMENT SCHEDULE**

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G.)

S. No.	NAME OF WORK	TENDER AMOUNT (Rs. LACS)	PERCENTAGE OF AMOUNT PUT TO TENDER
F-1	Topographical and Geological investigation including Basin survey & drilling works, plotting, contouring, marking of HFL/ pond level contours & calculation of storage capacity, model study, design & drawing of all the components & getting approval from competent authority.	20.01	0.3%
F-2	Construction of Bagiya Barrage Across Maini River Village Bagiya in Block Kansabel, District-Jashpur(C.G.) etc.	6394.2	96.34%
F-3	Construction of Residential & non residential buildings near the Barrage Site.	51.13	0.77%
F-4	Land scaping & Gardening	52.64	0.79%
F-5	Operation and maintenance for 5 years after completion of construction work including all charges.	119.29	1.8%
...			
.....	Irrigation Potential Created		100%
	TOTAL	6637.27	100%
	Add GST 18%	1194.70	18%
%	Grand total	7831.97	118%

Note :-

1. Above schedule is indicative. Detailed payment schedule will be prepared after approval of drawing/ design, estimation on the basis of clubbing of items. The quantities worked out for each item would form the basis of determining the actual quantity of work in each item.

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BAGIYA BARRAGE SCHEME**PAYMENT SCHEDULE****FORM - F-1**

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G)

S.No.	Brief description of Item	Estimated Qty.	Amount Rs. in Lakhs	% of Amount
1.	Topographical survey including chaining, compassing, leveling, fixing of benchmark i/c fixing of chainage cum boundary stone for F.T.L./H.F.L. i/c painting etc. including plotting, contouring, marking of HFL / pond level contours & calculation of storage capacity, identification of submergence area, preparation of land acquisition cases, compensation cases and submitting through WRD & pursuing to L.A.O. for obtaining award.	100 Km.	608040	30.08%
2	Geological investigation including drilling approximately 75 mm dia vertical holes by calyx or any other rotary process in all types of strata including shifting from one drill hole to another, conducting standard penetration test, fixing black steel casing pipe including, cutting, threading etc. complete including providing wooden core boxes etc. and obtaining requisite approval from Geotechnical experts of Geological Survey of India wherever required for finalisation of foundation level of diaphragm walls and structure.	195 Mt	671836	33.2%
3	Preparation of design, drawing and estimate of all components of works from and getting approval competent authority.	One Item	721124	35.6%
	Total :		20.01 Lakhs.	100% (Percentage as per Annex F)
	Add GST 18%		3.60	18%
%	Grand Total		23.61 LAKHS	118%

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BAGIYA BARRAGE SCHEME**PAYMENT SCHEDULE****FORM - F-2**

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G)

S. N o.	Brief description of Item	Estimated Qty.	Amount Rs. in Lakhs	% of Amount
1.	Excavation in all types of strata including wet excavation i/c site clearance, stripping and compaction of earth work for construction of barrage i/c construction of W.B.M. approach road with H-Type railing both sides from Bansabahal Village, right side, Bagiya village to barrage left side and Muskuti village to barrage left side i/c providing fixing, painting change cum Boundary stone excluding pitching and C.C. toe wall including construction of coffer dam and haul road with temporary crossing with all leads & lifts complete in all respect as per approved drawing, design, specifications & as directed by Engineer-in-Charge.	128201.5 Cum.	188.80 Lakh	2.95%
2.	Providing and placing all types of P.C.C. & R.C.C. including formwork, mechanical vibration, including cost of steel, copper sealing, PVC water stoppers, elastomeric bearings, remolded fillers, A.C. pipe, etc. complete including filling foundation and i/c construction of drainage crossing in all respect but excluding pitching of U/S and D/S protection of barrage & approach road of both the banks, dewatering during construction, C.C. toe wall for pitching of approach road etc. including all leads & lifts of all materials as per approved design, drawing, I.S. code, IRC/ MOST/WRD specifications and as directed by Engineer-in-Charge.	42328.26 Cum.	2984.38 Lakh	46.67 %
3.	Construction of R.C.C. diaphragm wall in M-25 concrete with graded aggregate of maximum size 20 mm including excavation, trenching, reinforcement (steel @ 40 Kg per cum. of concrete), grouting of joints, performance of all tests and trimming top 0.50 m. including cost of all operation with all leads and lifts etc. complete in all respect as per approved design, drawing, specifications and as directed by Engineer-in-Charge.	3171.14 Cum.	704.11 Lakhs	11.01 %
4.	Providing and placing dumped rip-rap with 50% individual stone of 0.05 cum (130Kg) on stone chips for barrage protection works, i/c 22cm. pitching for approach roads minimum size 0.014 cum. on stone chips i/c laying, finishing and excavation etc. complete in all respect as per approved design, drawing, specifications and as directed by Engineer-in-Charge.	7998 Cum.	197.626 Lakhs	3.09%

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BAGIYA BARRAGE SCHEME

S. N o.	Brief description of Item	Estimated Qty.	Amount Rs. in Lakhs	%of Amount
5.	Dewatering & pumping of the working area including all connected operations of laying of pipe line, removal of all seepage and other operations required for maintaining cleanliness & river diversion works during construction as per approved planning and as directed by Engineer-in-Charge.	5040 Hrs.	11.49	0.18%
6.	Fabrication, supply and erection / installation of Vertical lift crest gates wheel type for 18 No. river bays. with 2 sets of stop log gates hoisting arrangement with hoist bridge, manually & electrically operated with remote system, Gantry crane/ bridge, access to bridge establishment of power sub station with transformer of suitable capacity, power connection charges to CSEB construction of Inspection House & control room with digital display board & remote operation arrangement, panel room, backup power arrangement etc. complete in all manners including all leads & lifts of all materials as per design, drawing, specifications and as directed by Engineer-in-Charge.	1748.267 MT.	2275.76	35.60 %
7.	Construction of control room and panel room building at barrage site i/c all arrangement for electrification sanitary fitting and water supply i/c supply and installation of digital display system i/c wireless remote control operation comprising remote sensing and GPS installed (also a spare stand by operating and satellite 4G control system including all leads & lifts of all materials as per design, drawing, specifications and as directed by Engineer-in-Charge.	0 Nos.	0.00	0%
8	Electrification lighting arrangement of barrage with high mast lights i/c establishment of substation i/c 11/0.40 K.V. indoor or outdoor and fitting of transformer of 500 K. V. A. capacity etc. including all leads & lifts of all materials as per design, drawing, specifications and as directed by Engineer-in-Charge.	1 Job	32.05 Lakh	0.5%
	Total :		6394.2 Lakh	100 % (Percentage as per Annex F)
	Add GST 18%		1150.95	18%
%	Grand Total		7545.15 LAKHS	118%

PAYMENT SCHEDULE

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BAGIYA BARRAGE SCHEME**FORM - F-3**

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G.)

S.No.	Brief description of Item	Estimated Qty.	Amount Rs. In Lakhs	% of Amount
1.	Construction of G Type quarter.	0 Nos	51.13 Lakh	0.77 %
2	Construction of A -Type building	0 Nos.		
3	Construction of I -Type building	0 Nos.		
4	Construction of Office cum store building	1 Nos.		
5	Construction of Inspection Bungalow	0 Nos.		
6	Construction of Tube-wells with all necessary arrangement to lift the water	1 Nos.		
7	Construction of generator cum switch room	1 Nos.		
	Total :		51.13 Lakhs.	0.77 %
	Add GST 18%		9.20	18%
%	Grand Total		60.33 LAKHS	118%

PAYMENT SCHEDULE**FORM – F-4**

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BAGIYA BARRAGE SCHEME

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G.).

S.No.	Brief description of Item	Estimated Qty.	Amount Rs. In Lakhs	% of Amount
1.	Develop the site to make it a tourist place on both the banks, works like, gardening, land scapping works pathways, pagoda huts, parks for kids with entertainment equipments fountains, railing works along pond for safety, with necessary amenities like drinking water, lavatory etc.	1 Item	52.64 Lakh	0.79%
	Total :	Total	52.64 Lakh	0.79%
	Add GST 18%		9.47	18%
%	Grand Total		62.11 LAKHS	118%

PAYMENT SCHEDULE

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BAGIYA BARRAGE SCHEME

FORM - F-5

Name of work:- CONSTRUCTION OF BAGIYA BARRAGE ACROSS MAINI RIVER NEAR VILLAGE BAGIYA IN BLOCK KANSABEL, DISTRICT JASHPUR (C.G.).

S.No.	Brief description of Item	Estimated Qty.	Amount Rs. in Lakhs	% of Amount
1.	Operation and maintenance for two, years after completion of construction work including all charges under the scope of this tender	1 Item	11928900 Lakh	1.8 %
	Total :	Total	119.29 Lakh	1.8%
	Add GST 18%		21.4	18%
%	Grand Total		140.76 LAKHS	118%

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BAGIYA BARRAGE SCHEME

ANNEXURE - G

PROGRAMME OF CONSTRUCTION ACTIVITY

S. No.	Major component (for Example)	Time required for completion in months	Month wise progress											
			I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1.	Completion of topographical surveys / plotting / preparation of LA cases (if required)													
2.	Completion of geological surveys / inspection by geologist.													
3.	Design / Drawings / working out quantity of items & approval by C.A. clearances / NOC etc.													
4.	Excavation, river diversion / dewatering													
5.	Diaphragm wall, granites etc.													
6.	Foundation concreting													
7.	Concreting river bays, piers													
8.	Concreting under sluice piers													
9.	U/S protection floor													
10.	D/S protection floor													
11.	Divide wall, Bridge													
12.	Gate installation													
13.	Stop log/ Gantry-crane													
14.	Bank protection													
15.	Approach to Bridge													
16.	Approach roads, model studies.													
17.	Electrification / backup/ panel room/ digital display, boards remote operation system sub-station transformers etc, service connection													
18.	Other works.													



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S. No.	Major component	Time required for completion in months	Month wise progress											
			XIII	XIV	XV	XVI	XVII	XVIII	XIX	XX	XXI	XXII	XXIII	XIV
1.	Completion of topographical surveys / plotting / preparation of LA cases (if required)													
2.	Completion of geological surveys / inspection by geologist.													
3.	Design / Drawings / working out quantity of items & approval by C.A. clearances / NOC etc.													
4.	Excavation, river diversion / dewatering													
5.	Diaphragm wall, granites etc.													
6.	Foundation concreting													
7.	Concreting river bays, piers													
8.	Concreting under sluice piers													
9.	U/S protection floor													
10.	D/S protection floor													
11.	Divide wall, Bridge													
12.	Gate installation													
13.	Stop log/ Gantry-Crane													
14.	Bank protection													
15.	Approach to Bridge													
16.	Approach roads, , model studies.													
17.	Electrification / backup/ panel room/ digital display, boards remote operation system sub-station transformers etc, service connection													
18.	Other works.													

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

CONTRACTOR

मुख्य अभियंता
हिमालय जल संसाधन
विभाग, जल संसाधन, सपुजा (प.प.)

ANNEXURE - H
SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR
WORK AND RATES AT WHICH THEY ARE TO BE CHARGED
(As per required vide clause 4.55)

S. No.	Particulars of material	Rate at which the Material will be charged From the contractor		Place of Delivery
		Unit	Rate	
1	2	3	4	5
1	For Construction govt. Excavated Rock used for construction	Cum	210.80	

Date

Signature of the Contractor



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विभाग अम्बिकापुर, सरगुजा (छ.ग.)

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ANNEXURE - I

Bank Guarantee Form (To be used by nationalized 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 Mobilisation Advance/EMD/Security for performance etc 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, Kunkuri (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 reason 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 demanded not with standing any dispute or dispute raised by the Contractor(s) in any, suit or proceedings pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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



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CONTRACTOR

BAGIYA BARRAGE SCHEME

4. We, (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be force able till the dues of the department under or by virtue the said Agreement have been fully paid and its claim satisfied or discharged or till the **Executive Engineer, , Water Resources Division, Kunkuri (Chhattisgarh)** certifies that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the department that the department shall have the fullest liberty without our consent and without affecting in any manner our obligation of to extend time of performance by the said Contractor (s) from time to time any of the power exercisable by the department against the said, contractor(s), and to forth or enforce any of the terms and conditions relating to the said, agreement, and, and we shall not be relieved from our liability by reason of any forbearance, act or omission on the part of the department or any indulgence by the department to the said contractor or by any such matter or thing what so ever which under the law relating to surety would, but for this provision have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the change in the constitution of the Contractor(s).
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the of20.....For.....

Com.s.dn.3M

(indicate the name of Bank)

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



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CONTRACTOR

BAGIYA BARRAGE SCHEME

Annexure –J

// PRE-CONTRACT INTEGRITY PACT //

- 1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month20....., between, the Government of Chhattisgarh acting through Shri.....(Designation of the officer, Department)Government of Chhattisgarh (hereinafter called the 'BUYER', which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s represented by Shri.....Chief Executive Officer (hereinafter called the 'BIDDER' Seller', which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) and the Second Party, I willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.



BAGIYA BARRAGE SCHEME

4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

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

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



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- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which maybe further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub contractor(s) with confidentiality
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact he will so inform the Authority designated by the BUYER.

BAGIYA BARRAGE SCHEME

- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In cash BIDDER is unsuccessful; this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on.....

BUYER BIDDER.

Witness

1).....
.....
2).....
.....

Witness

1).....
.....
2).....
.....

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



मुख्य अभियंता
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ANNEXURE- K CENTRALISED PROCEDURES OF THE GOVERNMENT OF CHHATTISGARH FOR SUSPENSION, DEMOTION, NON-RENEWAL & DE-REGISTRATION OF CONTRACTORS/FIRMS, 2014

-
- To Replace Appendix-1 to 4 of PWD Orders No. F5-8/19/2013/Nivida dated 5.8.2013
 - RFP to specifically refer to the aforesaid orders as amended
-

1. Nomenclature and Coming Into Force

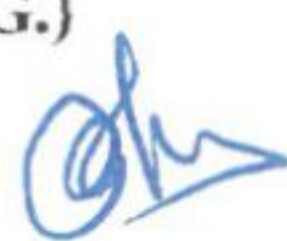
- 1.1 These Procedures shall be called 'Centralised Procedures of the Government of Chhattisgarh for Suspension, Demotion, Non-Renewal and De-Registration of Contractors/Firms, 2014'.
- 1.2 These Procedures shall come into force with effect from the date of consequential changes made to previous orders PWD No. F5-8/19/2013/Nivida dated 5.8.2013 on the subject.

2. Scope of Procedures

- 2.1 These Procedures lay down substantive and procedural aspects for demotion, non-renewal and de-registration (including suspension) of registered contractors/firms, including the consequences of such demotion, non-renewal, de-registration and suspension, in relation to contracts covered by these procedures.
- 2.2 These procedures shall apply to all contracts awarded by state agencies participating in the unified registration system, for e-registration through the website of the state public works department, and the said participating agencies shall include their constituent, attached and subordinate offices, whether referred to as a 'Department', 'Wing', 'Organisation', 'Board' or similar nomenclature in common usage.
- 2.3 For the purposes of these procedures, 'contracts' shall mean contracts or agreements under the works department manual entered into by the state agencies to which these procedures are applicable (hereinafter referred to as 'state agencies')

BAGIYA BARRAGE SCHEME

- 2.4 These procedures shall not apply to debarment and suspension (or blacklisting, banning etc., by whatever name called) by states public sector enterprises, registered societies, autonomous institutes or similar separate legal entities, even if functioning under the administrative control of the Government of Chhattisgarh.
- 2.5 These procedures shall be incorporated by specific reference in contracts entered into by relevant agencies with from the date of notification of these procedures.
- All prior contracts (i.e. cases where the last date of filling a proposal, tender, quotation, bid etc. by whatever name called, predates the date of notification of these procedures, including contracts entered into before the date of notification of these procedures), shall however continue to be governed by the specific clauses of contract and instructions issued by the government of chhattisgarh in force prior to notification of these procedures. For cases where the last date of filling a proposal, tender, quotation, bid etc., by whatever name called has already been schedule and notification, and is subsequent to the date of notification of these procedures, an addendum to the request for proposal (or Notice Inviting Tender, request for quotation, Invitation To Bid etc. by whatever name called) shall be issued by procuring officials, to ensure that acceptance of the terms and conditions prescribed under these procedures is obtained from all participating bidders.
- 2.6 'Entities' shall include individuals, as well as companies, trusts, societies or other associations of individuals with whom the state agencies have entered into contracts, or intend to enter into contracts, or could enter into contracts.
3. Cross-Debarment
- 3.1 Any order for demotion, non-renewal, suspension or de-registration issued by the designed Authority provided for under these Procedures shall have immediate effect as provided for under these Procedures shall have immediate effect as provided for under these Procedures shall have immediate effect as provided herein on on contracts awarded and processed by the state agencies.
- 3.2 Any order for suspension, banning, demotion, blacklisting, de-registration or debarment issued by any authority in the Government of India or other State Government, or by any other entity not covered under the scope of these Procedures, shall not affect the eligibility of contractors or firms participation in the Unified Registration system, Unless the Designated Authority under these Procedures has issued its own order of suspension, non-renewal, demotion or de-registration, pursuant to or consequent or based upon the order issued by such an external agency, after satisfying itself that the order of suspension, non-renewal, demotion or de-registration against such a contractor/firm is appropriate and warranted in order to protect government or public interest in the facts and circumstances of the specific case.
4. Satisfaction of Designated Authority
- 4.1 Proceedings for suspension, demotion, or de-registration shall be in the nature of summary administrative decisions by the Designated Authority, aimed at protecting government of public interest.



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- 4.2 Accordingly, the Designated Authority shall exercise due diligence normally expected of an administrative action for issue of an order of suspension, non-renewal, demotion or de-registration against a contractor/firm is appropriate and warranted in order to protect government of public interest in the facts and circumstances of the specific case.
5. Designated Authorities
- 5.1 The authority competent to issue and order of suspension non-renewal demotion or de-registration, including a notice or proposed demotion or de-registration shall be the authority so specified in the unified Registration system.
- 5.2 The orders of the Designated Authority shall have effect across contracts awarded and processed by the state agencies.
- 5.3 The Designated Authority shall perform his/her function independently of any superior officers, Board, Council or Committees in the Government. Normally therefore, there should not be any separate of prior requirement of bringing any case for proposed suspension, no-renewal, demotion or deregistration before any committee by any state agency, the Designated Authority shall recuse himself/herself from the deliberations or decisions of such board etc. in order to maintain his/her independence in decision making.
- 5.4 The Designate Authority shall be free and be empowered to consult any appropriate Department that he/she may deem appropriate (such as legal or finance divisions or departments) before arriving at a decision for suspension non-renewal, demotion or de-registration, However the advice, recommendation or comments of any such Department shall neither be binding upon the designated Authority and nor shall it form the sole basis of the decision of the Designated Authority.
- 5.5 To the extent practicable the designated Authority shall decide upon a case within thirty days of the proposal being submitted to it for de-registration, non-renewal, suspension or demotion, provided he/she has received all documents that he/she deems relevant.
6. Appeals
- 6.1 Appeals against orders of suspension and final orders for demotion, non-renewal or de-registration issued by the designated Authority shall lie only with the Appellate Authority specified in the Unified Registration system. The Appellate Authority shall discharge his/her functions independently of any superior officers, Boards, Councils or Committees in the Government. No appeals shall lie against a notice of proposed demotion, non-renewal or de-registration.

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- 6.2 Therefore, normally there should not be any separate or prior requirement of bringing any case for proposed suspension, non-renewal, demotion or de-registration before any Board, Council or Committee. However, if any case is brought before any Board, Council or Committee, any member of the Appellate Authority represented on such boards etc shall recuse himself/herself from the deliberations or decisions of such Board etc in order to maintain his/her independence in decision-making.
- 6.3 The Appellate Authority shall be free and be empowered to consult any Department that it deems appropriate (such as legal or finance divisions or Department) before deciding an appeal. However, the advice, recommendation or comments of any such Department shall neither be binding upon the Appellate Authority and nor shall it form the sole basis of the decision taken in appeal by the Appellate Authority.
- 6.4 The order of suspension, non-renewal, demotion or de-registration (including notice of proposed demotion or de-registration) of the Designated Authority, or the orders in appeal issued by the Appellate Authority, shall not form part of the scope of issued that can be brought before arbitrator(s) or arbitral tribunal, notwithstanding anything contained in an arbitration agreement in relation to Authority or the Appellate Authority shall not form part of the scope of issues that can be referred to the Independent External Monitor under any 'Integrity Pact' signed by covered entities under these procedures, notwithstanding anything contained in the Integrity Pact.
- 6.5 To the extent practicable, the Appellate Authority shall decide an appeal within thirty days of the appeal being submitted to it against de-registration, non-renewal suspension or demotion. Provided he/she has received all documents that he/she deems relevant from the appellant and from respondents.
- 6.6 The Appellate Authority shall have the power to spend the processing of a contract for reasons it may deem fit.
7. Grounds for Demotion, Non –Renewal and De-Registration
- 7.1 The Designated, Authority may de-register a contractor/firm (referred herein below as 'entity') for any sufficient reason, including any one or more of but not limited to the grounds listed below;



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- (i) Conviction for, or the commencement of an investigation under the criminal Procedure code, 1973 or the filing of a charge sheet by an investigative agency in a criminal court of competent jurisdiction, or a civil judgment in respect of commission or alleged commission of fraud or an offence under any law in force in India or elsewhere, either directly or indirectly, by an entity, its proprietor, employee, partner, agent or representative in connection with (a) obtaining, or (b) attempting to obtain, or (c) performing a government contract or agreement:

Provided that in case of commencement of criminal investigation this clauses shall constitute a valid ground for de-registration only if the said fraud or offence is in relation to a contract or agreement entered into with agent representative or any other intermediary in relation to any contract to which these procedures apply;

- (l) Engagement of any individual or entity to intercede, facilitates, or recommends the award of a contract, excluding legal representatives employed directly by the entity;
- (m) Collusion to impair transparency, fairness or progress of the contracting process;
- (n) Complaining without full and verifiable facts; or
- (o) Instigating or causing any third person to commit any of the above.
- 7.3 A designated Authority may not renew the registration of a contractor/ firm for any sufficient reason, including any one or more of, but not limited to, the grounds listed below:
- (i) Failure to meet any volume of work criterion specified from time to time under the unified registration system as published on the website for the system, for the particular class of registration for the last three financial years ending with the financial year immediately prior to the date of submission of proposal for non-renewal to the Designated Authority; and
- (ii) Any of the grounds specified in paragraphs 7.1 or 7.2 above.

8. Grounds for Suspension

- 8.1 Suspension of an entity can be ordered by the Designated Authority, where it determines that continuation of dealing is not considered desirable in government or public interest, pending completion of proceeding into allegation or facts related to any of the grounds enumerated in paragraphs 7.1 and 7.2 above, and where it is considered necessary to forthwith order such discontinuation without prior notice of suspension to the entity.

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- 8.2 In all such cases of suspension it shall be incumbent upon the Designated Authority to put the suspended entity on notice and to grant an early opportunity of post-decisional hearing.
9. Effect of Suspension, Non-renewal, De-Registration and Demotion
- 9.1 A final order of de-registration or non-renewal in respect of a contractor/firm shall result in immediate ineligibility of the contractor/firm and its affiliates for all classes of contracts (or for classes of contracts higher than the resultant demoted class in cases of demotion) from participating in future bid or contracts or agreements for a minimum period of two years and a maximum period of ten years with effect from the date of demotion or non-renewal or de-registration, including ineligibility from evaluation in ongoing cases where a contract or agreement is yet to be finally signed such ineligibility shall be without compensation from or liability to the state agency similarly, a de-registration or non-renewal contractor/firm and its affiliates shall be ineligible for award of a contract, including receipt of an order under a rate contract, and for entering into any contract covered by these procedures, in cases where an order for de-registration or non-renewal has come into effect before the signing of such contract.
- 9.2 Where the de-registration, non-renewed, demoted or suspended contractor/firm has already emerged as the most preferred bidder using price and/or technical criteria as specified in the request for proposal (or Notice Inviting Tender or Invitation To Bid or request for Quotation by whatever name called), the procurement process shall be continued beating the de-registered, suspended demoted or non-renewed contractor/firm as ineligible, notwithstanding any appeal, unless the appellate authority has pended the procurement process.
- 9.3 A de-registration or non-renewed contractor/firm shall not be eligible to receive Request for proposal (or Notice Inviting Tender or Invitation to Bid or Request for Quotation etc. by whatever name called) from the state agencies in cases of limited and/or restricted tendering where such issue is provided for under tender procedures.
- 9.4 In any case where the entity is suspended, de-registered, non-renewed or demoted subsequent to such issue, it shall not be considered eligible for the purposes of any technical, field or commercial evaluation or for award or signing of contract undertaken in pursuance to the Request for proposal (or Notice Inviting Tender or Request for Quotation or Invitation To Bid etc. by whatever name called).

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- 9.5 More initiation of a criminal or other investigation or inquiry by any authority in the Government of India or other state Governments, or by any other entity not covered under the scope of these procedures or the mere filling of a charge sheet or any other formal proceeding against an entity by an enforcement agency exercising power of a court, shall not render a contractor/firm ineligible/ unless the designated authority under these procedures has issued its own order of suspension, non-renewal demotion or de-registration, pursuant to or consequent or based upon the order issued by such an external agency, after satisfying itself that the order of suspension, non- renewal, demotion or de-registration against such a contractor/firm is appropriate and warranted in order to protect government or public interest in the facts and circumstances of the case, similarly, a notice of proposed demotion or de-registration shall not render a contractor/firm ineligible, unless a final order for demotion, non-renewal has been issued by the Designated Authority under these procedures prior to conclusion of the contract.
- 9.6 The above consequences on ineligibility of a contractor/firm shall be in addition to any criminal liability that may arise out of any laws in force in India, and also in addition to any other pecuniary consequences and civil liabilities, including penalties, costs or liabilities as may be imposed by procuring officials, as well as forfeiture of earnest money deposits, encashment of bank guarantees and performance bonds, risk and cost purchase, recovery of certain sums from the erring entity, and liability for compensation for losses or damages as may be provided for under contract or agreement, as may be provided for in the relevant Notice Inviting Tender, Request For Proposal Request For Quotation, Invitation to Bid and any such documents.
- 9.7 Notwithstanding anything contained in the contract, procuring officers shall not renew, expand or extend current contracts with suspended their duration or modify them to the advantage of a contractor/firm, unless prior approval of the authority one level above the authority competent to approve the same under the contract is taken for such renewal, modification or extension:
Provided further that in respect of de-registered contractors/firms, the level of prior approval shall be the state Government.
- 9.8 Termination of contracts, if considered appropriate by procuring officials, shall follow procedure's as provided for under the contract and other relevant instructions of the Government.

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10. Notice of Proposal for demotion of De-Registration (and Order of Suspension or non-Demotion of de-registration shall be initiated by the Designated Authority upon receipt of information or proposal by putting a contractor/firm on notice:
- (i) That demotion or de-registration is being contemplated;
 - (ii) Of the reason for proposed demotion or de-registration relied upon under paragraph 7 of these Procedures for the proposed demotion or de-registration;
 - (iii) Stating the period of demotion of de-registration and the proposed start and end dates for the period of demotion and de-registration;
 - (iv) That, within fifteen days of receipt of the notice, the contractor /firm may information and arguments in connection contesting the proposed demotion/de-registration.
- 10.2 An order for suspension or non-renewal by the Designated Authority shall afford an opportunity for a post - decisional hearing to the suspended contractor/ firm, including therein:
- (i) he fact that suspension had been ordered forthwith;
 - (ii) Of the reasons for suspension or non-renewal- relied upon under paragraph 7 read with paragraph 8 of these procedures;
 - (iii) Stating the period of suspension or non-renewal with proposed effective end dates;
 - (iv) Advising that suspension or non-renewal is effective only in respect of state agencies
 - (v) That, within fifteen days of receipt of the notice, the entity may submit in writing, either in person or through a representative, information and arguments in connection contesting the suspension or non-renewal.
11. Final Order for Demotion/De-Registratin
- 11.1 if the Designated Authority decides to issue a final order of demotion or de-registration, whether after the issue of an initial order of suspension or non-renewal or otherwise after issue of notice of proposed demotion or de-registration, the contractor/firm concerned shall expeditiously be given notice of such final order.
- (i) Referring to the notice(s) of the order of suspension or non-renewal, if any and notice of proposed demotion or de-registration.
 - (ii) Specifying the reason for demotion or de-registration; and
 - (iii) Starting the period of demotion or de-registration including effective start and end dates.
- 11.2 if pursuant to the notice of demotion or de-registration, final orders of demotion or de-registration are not imposed, the Designated Authority shall promptly notify the contractor/firm by speed post or by registered post (acknowledgment due), in addition to the manner of publication specified under these procedures.
- 11.3 Upon completion of the period of de-registration or demotion, a de-registration contractor/firm that has been de-registration or demoted, as well as a contractor/firm whose registration has not been renewed under these procedures shall need to make a fresh application of enlistment or empanelment as a registration of contractor/firms.

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12. Period of Demotion, De-Registration, Suspension and Non-Renewal

12.1 Demotion and de-registration shall be for a period, commensurate with the seriousness of the reason(s), but not less than two years and not more than ten years in any case, including subsequent extension of demotion or de-registration order, if any;

Provided that in case the period of demotion for an entity is less than the remaining period of registration, the order of demotion shall have the effect of restricting the renewal of registration or re-registration upon completion of registration to the demoted class for the balance period of demotion;

12.2 The period of suspension shall not exceed one year from the date of issue of the orders for suspension.

12.3 If suspension precedes a demotion or de-registration, the suspension period shall be included in determining the total demotion or de-registration period.

12.4 The Designated Authority may extend the demotion, non-renewal or de-registration for an additional period within the cumulative maximum permissible period of ten years, if it determines that an extension is necessary to protect government or public interest. However, demotion, non-renewal or de-registration may not be extended solely on the basis of the facts and circumstances upon which the initial order were issued. If demotion, non-renewal or de-registration for an additional period is considered necessary, the procedure prescribed under paragraph 10 of these procedures shall be following for such extension.

12.5 The Appellate Authority may reduce the period of demotion, non-renewal, suspension or de-registration, at the affected contractor/firm's request, supported by documentation if it is satisfied upon examination of all facts and circumstances of the case, including all of the following:-

- (i) That such reduction shall be in government or public interest;
- (ii) That such reduction shall be appropriate for seasons such as newly discovered material evidence, and/or reversal of the facts, circumstances, enquiry, investigation, conviction or judgment, if any upon which the original debarment or suspension was based; and
- (iii) That the contractor/firm, subsequent to demotion, non-renewal, de-registration or suspension, has put in place sufficient remedial measures, including compliance mechanisms, effective standards of conduct and other internal control systems that are relevant to facts and circumstances of the case.

12.6 Except in case falling under paragraph 12.5(ii) above, reconsideration requests shall not be entertained period to two years from the date of demotion, suspension, non-renewal or de-registration.

13. Affiliates and Anti-Circumvention

13.1 Demotion, non-renewal, de-registration and suspension shall always, by implication, extend to 'affiliates' of a demoted or non-renewal or de-registration or suspended contractor/firm.

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- 13.2 The demoted, non-renewal, de-registered or suspended contractor/firm and another entity to which such orders can extend shall be presumed to be 'affiliates' for the purpose of these procedures if:-
- (i) If either one controls, or has the power to control the other; or
- (ii) A third party controls, or has the power to control both.
- 13.3 Indices of control include, but are not limited to, interlocking management or ownership, identity of interests amongst employees, owners or members, or shared facilities.
- 13.4 Particular care needs to be taken by procuring officers to ensure that a demoted or non-renewed or de-registered or suspended contractor/firm does not transact contracts or agreements under a different name or division, either through a transfer of assets of a demoted, non-renewed, de-registered, or suspended contractor/firm to another legal entity or otherwise.
14. Consolidated list of Demoted, Non-renewed, De-Registered and Suspended Contractors/Firms
- 14.1 A nodal officer specifically notified by the government shall ensure that an updated list of demoted, non-renewed, de-registered and suspended entities, as informed by the Designated Authority, is always maintained on the official website of the unified Registration system.
- 14.2 In particular, such nodal officer shall be responsible for:-
- (i) Compiling and maintaining a current, consolidated and searchable list of all demoted, non-renewed, de-registered or suspended entities (including their known affiliates), complete in all respects such as scope, period and coverage of orders of demotion, de-registration, non-renewal or suspension; and
- (ii) Providing within such list the name and telephone number of Designated Authorities and Appellate Authority; and Providing within such list the official contact person responsible for its maintenance and distribution.
15. Responsibilities of Procuring Officials
- 15.1 Procuring officials of the state agencies of the Government shall ensure full compliance with the provision of these procedures, and shall be responsible in particular, for the following;
- (i) That appropriate procedures are established to implement the substantive and procedural aspects of these procedures;
- (ii) That their action are coordinated with internal and external agencies and offices so as to enable receipt of prompt information relevant to potential breaches of entities obligations that may require cases to be placed before Designated Authorities for their consideration for suspension, non-renewal, demotion or de-registration; and
- (iii) That ineligibility of demoted, non-renewed, de-registered or suspended entities is given effect to forthwith in accordance with the terms of the orders for demotion, non-renewal, de-registration or suspension, especially through a careful watch on the consolidated list as provided for under Rule-14 above.
- 16 Clarification and Amendments
- 16.1 All clarifications and amendments to these procedures shall be issued under the authority of the General Administration Department.
17. In case of legal issues suit/petition can be filed only in High Court Bilaspur or appropriate court within Chhattisgarh.

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Abbreviations used in this tender are detailed as follows;

C.G.	–	Chhattisgarh
ID	–	Identity
EMD	–	Earnest Money Deposit
NIT	–	Notice Inviting Tender
PQ	–	Pre – Qualification
WRD	–	Water Resources Department
Govt.	–	Government
eGPS	–	Electronic Global Positioning System
m./Mt.	–	Meter
RCC	–	Reinforced Cement Concrete
C.C.	–	Cement Concrete
R.L.	–	Reduced Level
MCM	–	Million Cubic Meter
U/S	–	Up Stream
D/S	–	Down Stream
HFL	–	High Flood Level
GL	–	Ground Level
IB	–	Inspection Bungalow
IS Code	–	Indian Standard Code
IRC	–	Indian Road Congress
MOST	–	Ministry of Surface Transport
LAO	–	Land Acquisition Officer
MWL	–	Maximum Water Level
LA	–	Land Acquisition
NH	–	National Highway
SH	–	State Highway
PWD	–	Public Works Department
SOR	–	Schedule of Rate
ETMS	–	Electronic Tender management System
IT	–	Information Technology
MRP	–	Mahanadi Reservoir Project
@	–	At the Rate of
Cm	–	Centimeter
PVC	–	Poly vinyl chloride
A.C.	–	Asbestos Cement
i/c	–	Including
WBM	–	Water Bound Macadam
Cu.M./Cum	–	Cubic Meter
M.T./MT	–	Metric Tonne
C.E. or CE	–	Chief Engineer
E-in-C	–	Engineer in Chief
EE	–	Executive Engineer

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



मुख्य अभियंता
हसदेव गंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

CONTRACTOR

BAGIYA BARRAGE SCHEME

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



मुख्य अभियंता
हसदेव मंगा कछार जल संसाधन
विभाग अम्बिकापुर, सरगुजा (छ.ग.)

CONTRACTOR