

NIT No. : 01/SAC/26-27, Dated : 05.06.2026

System Tender No. 192397

(FIRST CALL)

GOVERNMENT OF CHHATTISGARH
Water Resources Department



**TENDER DOCUMENT
FOR
ITEM RATE TENDER, FORM - B (ENVELOPE - 'C')**

Name of work	:	Construction of Joba Anicut in Block Kondagaon, District Kondagaon
Probable amount of contract	:	Rs. 195.15 Lakhs (Excluding G.S.T.) (As per S.O.R Enforced from Dated 01.05.2025 and amended on dated 08.08.2025)
Amount of Earnest Money	:	Rs. 1.47 Lakhs
Amount of contract	:	Rs.
Name of Contractor	:	
Work Order No. & Date	:	
Agreement No. & Date	:	
Period of contract	:	06 Months (INCLUDING RAINY SEASON) <i>from the date of issue of work order.</i>
Submission of Tender	:	Tender shall be received online only on https://eproc.cgstate.gov.in portal upto 30.06.2026 (17:30 hours IST).

EXECUTIVE ENGINEER
WATER RESOURCES DIVISION
KONDAGAON

SUPERINTENDING ENGINEER,
BASTAR WATER RESOURCES CIRCLE
JAGDALPUR

INFORMATION & INSTRUCTIONS TO THE BIDDERS OF WATER RESOURCES DEPARTMENT. FOR e-PROCUREMENT SYSTEM

Special Conditions & instructions for e-PROCUREMENT system as given in the subsequent pages will over-rule the conditions stated in the tender document wherever relevant and applicable.

1. **Enrollment/Registration & Empanelment of the Contractors/Bidders on Government of Chhattisgarh's e-Procurement Portal.**

In order to participate in the tenders floated using the e-Procurement System, all contractors/bidders are required to get enrolled on the E-Procurement portal (<https://eproc.cgstate.gov.in>) and get empanelled on the sub-portal of Water Resources Department (S=WRD), Chhattisgarh at (<https://eproc.cgstate.gov.in>)

Only after concerned departmental officer approves the empanelment of the contractor/bidder online, the contractor/bidder shall be allowed to participate the tenders floated by the department using the e-Procurement System.

2. **Set-up of Machine:**

In order to operate on the e-Procurement System, setting of User's Machine is required. For which the User has to install some utilities in his machine as per the instructions in Help Manual for Machine Setup (Available for download on the e-Procurement Portal). The Copy of the same may be obtained From Service Provider of the e-Procurement system; **IBM Limited in consortium with the M-Junction Service Ltd.**

3. **Obtaining a Digital Certificate:**

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered contractors may obtain information required to issuance of a class II Digital Signature Certificate from the Controller of Certifying Authorities (www.cga.gov.in) or the Service Provider of e-Procurement system of Government of Chhattisgarh:

2nd Floor Anjani Towers
Lal Bag Hotel, Telebandha
Raipur (CG)
18002582502
Email: helpdesk.cgproc@gmail.com

Important Note: Submission of Bids for a particular tender shall be done only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.) he may not be able to submit the bid online. Hence the users are advised to back up the certificate and keep the copies at safe place under proper security to be used in case of emergency.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian *IT Act 2000*. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to bid on behalf of the firm for Water Resources Department tenders as per *Information Technology Act 2000*. The digital signature of this authorized user will be binding on the firm, it shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub-Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh '*authorization certificate*' for the new user.

The same procedure holds true for the authorized users in a Private/Public company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment Account:

For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.

Arrangements have been made for Contractors/Bidders to make payments online via Credit Card/Cash Cards/Internet Banking. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<https://eproc.cgstate.gov.in>)

5. Payments for submission of bids online:

The Tender Documents may be downloaded free of cost from online eGPS by eligible Contractors/Bidders. The Contractors/Bidders are required to make the payment for bid submission through online payment modes mentioned in *Point No.4* above. *In Online Tendering, the "Application Form" for the issue of Tender Documents shall not be required.*

The suppliers/Bidders shall submit the bids by making online payment of Tender Document fees using the service of the secure electronic payments gateway, and print out the system generated receipt of their reference which can be produced whenever required.

The secure electronic payments gateway is an online interface between Contractors/Bidders and Credit Card/Online payment authorization network.

Submission of Bids, EMD and other Documents will be governed by the time schedules given under "Key Dates" on the online e-Procurement System Portal for the particular tender.

(Please refer to the Help Manual for viewing of New Tenders online on the e-Procurement Portal)

6. Tender Download:

Eligible/Interested Bidders can download the Tender Document online.

7. Submission of Bid:

The online submission of bid will be preceded by submission as stated in the tender Date - Time schedule as published in the NIT. The contractor cannot change any bid data after submission of the bid.

8. Submission of Earnest Money Deposit – Deleted

(As per Engineer-in-Chief's Office letter no. 4211220/नि/सकु./2023-24/3679 नवा रायपुर दिनांक 30.04.2026).

9. Opening of Tender Documents:

Envelope - A, B & C shall be opened online only. Envelope - A in physical form shall be submitted only by the lowest bidder as described in Para - 8 above.

10. Fill Negotiated Rates:

The Successful bidder may have to fill in Negotiated Rates if so required during this process. In case of no negotiation or no change in rates successful bidders need to complete the Fill Negotiated Rates Stage.

11. Tender Date - Time Schedule.

The bidder is strictly advised to follow the tender schedule for their side of tasks and responsibilities to submit their bid, as the system is time and date locked.

Instructions for Officers Issuing Tender Documents

(Tender Preparation/Uploading/Authorising Authority)

1. The NIT as well as the complete document should be thoroughly checked by officer preparing tender and officer authorizing uploading of the Tender Document for online download. Thus the NIT and the tender document will be uploaded simultaneously on the website. The date on which the tender is uploaded on the website will be the date of first publication.
2. All the blanks in the Tender Documents should be filled in fully and properly. No blanks should be left unfilled. There should be no overwriting in the Documents.
3. Price adjustment clause is not required to be provided in the tender documents in case of contracts for which completion period is less than twelve months including rainy season. The clause should be scored out by drawing diagonal lines and it should be indicated that "This clause is not applicable"
4. In the case of contracts for which completion period including rainy season, is more than twelve months, the clause with its name should be provided and percentage of labour, material and J.O.L. should be shown. The pertinent clause should be retained and the other be struck out.
5. In the Memorandum, Name of the Contractor and Tendered amount should be entered by the Tender Accepting Authority.

Date-Time Detail(s)

(Tender Time Schedule)

1. Bid Start Date and time: 12.06.2026, 17:31 Hours

(The date and time from which bidders start preparation)

Submission of their bid response, before this bidder's action will not be allowed)

2. Bid Due Date and time: 30.06.2026, 17:30 Hours

(The last date & time for submission of bid response, after which no bids can be submitted.)

3. Bid Open Start Date and time: 01.07.2026, 11:30 Hours.

(The Date of opening of Envelope - A & B online)

**Government of Chhattisgarh
Water Resources Department**

**OFFICE OF THE SUPERINTENDING ENGINEER
BASTAR WATER RESOURCES CIRCLE, JAGDALPUR
(CHHATTISGARH)**

**Tender Document
Part - II (Envelope - C)**

NIT No. 01/SAC/26-27

**Date : 05.06.2026
System Tender No. 192397
(FIRST CALL)**

- | | | | |
|----|--|---|--|
| 1 | (a) Name of work | : | Construction of Joba Anicut in Block Kondagaon, District Kondagaon |
| | (b) Group No. (if any) | : | - |
| 2. | Probable amount of contract | : | Rs. 195.15 Lakhs (Excluding G.S.T.) |
| 3. | Amount of Earnest money (Bid Security) | : | Rs. 1.47 Lakhs |
| 4. | Time allowed for completion | : | 06 Months (Including rainy season)
<i>from the date of issue of work order</i> |
| 5. | (a) Name of registered Contractor | : | |
| | (b) Class of Registration | : | |
| | (c) Company ID | : | |
| | (d) User ID | : | |
| 6 | (a) Cost of Prequalification Tender document & Tender document | : | Rs. 311.00 (Online participation fee) |
| | (b) Reference to Payment Gateway for online payment | : | |

ISSUED BY-

**TENDER UPLOADING AUTHORITY
CHIEF ENGINEER (TENDER CELL)
OFFICE OF ENGINEER-IN-CHIEF
WATER RESOURCES DEPARTMENT, RAIPUR (CG)**

Note : All the information is to be filled in carefully in all respective forms by the online bidder, submitting the tender documents to the issuing authority.

CONTRACT PROVISIONS
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Clause	Particulars	Page No.	Clause	Particulars	Page No.
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PART-I

**Tender Notices
as published in the Newspapers
&
uploaded in the website**

**GOVERNMENT OF CHHATTISGARH, WATER RESOURCES DEPARTMENT
OFFICE OF THE SUPERINTENDING ENGINEER
BASTAR WATER RESOURCES CIRCLE, JAGDALPUR
(CHHATTISGARH)**

**e-PROCUREMENT TENDER NOTICE
eProcurement Portal: <https://eproc.cgstate.gov.in>**

(First Call)

System Tender No. 192397/ NIT No.: 01/SAC/26-27

Dated: 05.06.2026

Online Tenders are invited for the following works up to 30.06.2026 at 17.30 Hours.

Name of work - Construction of Joba Anicut in Block Kondagaon, District Kondagaon.

Probable Amount of Contract: - Rs. 195.15 Lakhs (Excluding G.S.T.)

(As per S.O.R Enforced from Dated 01.05.2025 and amended on dated 08.08.2025).

The details can be viewed and downloaded online directly from the Government of Chhattisgarh Integrated e-Procurement Portal (**<https://eproc.cgstate.gov.in>**) from **Date 12.06.2026, at 17.31 Hours.(IST) onwards.**

NOTE :- All eligible/intrested contractors/bidders are mandated to get enrolled on the Integrated e-procurement portal (**<https://eproc.cgstate.gov.in>**) and get approval on specific vendor class from PWD under Centralized Contractor/Supplier Registration in order to download the tender documents and participate in the subsequent bidding process. Prequalification Certificates issued by Water Resources Department whose validity is upto 30.09.2026 is applicable in this tender.

**Executive Engineer
Water Resources Division, Kondagaon
For, Superintending Engineer
Bastar Water Resources Circle, Jagdalpur (C.G.)**

Endt. No. 1685 / SAC/2026-27

Dated : 05.06.2026

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, Godawari Basin, Water Resources Department, Jagdalpur (C.G.).
5. Superintending Engineer, Bastar Water Resources Circle, Jagdalpur
6. Officer on Special Duty, Residence Office of Minister, Water Resources Department, Raipur, Chhattisgarh.
7. Collector, District - Sukma (C.G.)
8. All Executive Engineer under Chief Engineer, Godawari Basin, Water Resources Department, Jagdalpur (C.G.)
9. All Sub Divisional Officers under this Division.
10. Notice Board.

**Executive Engineer
Water Resources Division, Kondagaon
For, Superintending Engineer
Bastar Water Resources Circle, Jagdalpur (C.G.)**

छत्तीसगढ़ शासन जल संसाधन विभाग
कार्यालय अधीक्षण अभियंता, बस्तर जल संसाधन मंडल, जगदलपुर (छ.ग.)
ई.प्रोक्यूरमेंट निविदा सूचना
eProcurement Portal: <https://eproc.cgstate.gov.in>

(प्रथम आमंत्रण)

सिस्टम निविदा क्र. 192397/निविदा सूचना क्र. 01/व.ले.लि./2026-27

दि. 05.06.2026

निम्नलिखित कार्यों के लिए दिनांक 30.06.2026 17:30 तक ऑन लाईन निविदाएं आमंत्रित की जाती हैं

कार्य का नाम – कोंडागांव जिले के विकासखंड कोंडागांव के जोबा एनीकट निर्माण कार्य।

अनुमानित लागत – रु. 195.15 लाख (जी.एस.टी. छोड़कर)

(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 वेब साइट <https://eproc.cgstate.gov.in> पर दिनांक 12.06.2026 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। इस निविदा में जल संसाधन विभाग द्वारा जारी निविदा पूर्व अर्हता प्रमाण पत्र जिसकी वैधता दिनांक 30.09.2026 तक है, वह लागू होगी।

कार्यपालन अभियंता
जल संसाधन संभाग, कोंडागांव
कृते अधीक्षण अभियंता
बस्तर जल संसाधन मंडल, जगदलपुर
दिनांक 05.06.2026

पृष्ठांकन क्रमांक 1685/व.ले.लि./2026-27

प्रतिलिपि :-

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 प्रकाशनार्थ अग्रेषित।
4. मुख्य अभियंता, गोदावरी कछार, जल संसाधन विभाग, जगदलपुर (छ.ग.)
5. अधीक्षण अभियंता, बस्तर जल संसाधन मंडल, जगदलपुर (छ.ग.)
6. विशेष कर्तव्यस्थ अधिकारी, निवास कार्यालय, मंत्री जल संसाधन विभाग, छत्तीसगढ़
7. कलेक्टर जिला – कोंडागांव (छ.ग.)।
8. समस्त कार्यपालन अभियंता, गोदावरी कछार, जल संसाधन विभाग, जगदलपुर (छ.ग.) के अंतर्गत
9. समस्त अनुविभागीय अधिकारी, इस संभाग के अंतर्गत।
10. कार्यालयीन सूचना पटल ।

कार्यपालन अभियंता
जल संसाधन संभाग, कोंडागांव
कृते अधीक्षण अभियंता
बस्तर जल संसाधन मंडल, जगदलपुर

GOVERNMENT OF CHHATTISGARH, WATER RESOURCES DEPARTMENT

**OFFICE OF THE SUPERINTENDING ENGINEER
BASTAR WATER RESOURCES CIRCLE, JAGDALPUR
(CHHATTISGARH)**

SYSTEM TENDER NO. **192397 / NIT No.: 01/SAC/26-27**

Dated: 05.06.2026

**E-Procurement Tender Notice
eProcurement Portal: <https://eproc.cgstate.gov.in>**

(FIRST CALL)

Online tenders for the work mentioned below are invited on behalf of the Governor of Chhattisgarh, in Form 'B' from the contractors who are registered in **"C" and above Class registered under Unified Registration System in PWD** registered in Public Works Department also enrolled in Government of Chhattisgarh Integrated e-Procurement System Portal <https://eproc.cgstate.gov.in> as per the 'Date-Time Detail(s)' mentioned below. All other conditions for submission of tenders and criteria for pre-qualification etc; have been mentioned in the tender documents and pre-qualification documents.

Sr. No.	Name of work	Probable Amount of Contract.	Earnest Money (EMD)	Bid Submission Fees	Eligible class of Contractor	Time allowed for completion
1	2	3	4	5	6	7
1.	Construction of Joba Anicut in Block Kondagaon, District Kondagaon	Rs. 195.15 Lakhs (Excluding G.S.T.)	Rs. 1.47 Lakhs	Rs. 311/- to be paid online through payment gateway at time of bid preparation & Hash submission	"C" and above Class registered under Unified Registration System in PWD	06 Months (including rainy season) from the date of issue of work order

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 of EMD and other documents will be governed by the time schedule given above under **Date-Time Detail(s)** :-.

Date-Time Detail(s)

(Tender Time Schedule)

1. Bid Start Date and time: 12.06.2026, 17:31 Hours

(The date and time from which bidders start preparation)

Submission of their bid response, before this bidder's action will not be allowed)

2. Bid Due Date and time: 30.06.2026, 17:30 Hours

(The last date & time for submission of bid response, after which no bids can be submitted.)

3. Bid Open Start Date and time: 01.07.2026, 11:30 Hours.

(The Date of opening of Envelope - A & B online)

The bids of the contractors have to be digitally signed by the Digital Certificate of the contractor before submitting the bids online.

Any clarification / doubts regarding the process of eProcurement System (EPS) may be obtained from EPS Help Desk Toll free 1800 258 2502 or on email helpdesk.eproc@cgswan.gov.in.

All the contractors are required to submit Envelope 'A' online only.

Physical submission of Envelope 'A' shall only be done by the tenderer whose financial bid is found the lowest in the manner described in para 2.1.5 (A) – Not Applicable.

**Executive Engineer
Water Resources Division, Kondagaon
For, Superintending Engineer
Bastar Water Resources Circle, Jagdalpur (C.G.)**

Government of Chhattisgarh, Water Resources Department
Notice Inviting Tender

(Form 'B' - Item Rate Tender) (Appendix 2. 10 - A of W.D. Manual)

System Tender No. 192397 / NIT No.: 01/SAC/26-27,

Dated: 05.06.2026

PART - II

2.1. Sealed online Item Rate Tender for the following works in Form B (Item Rate) will be received online only through the **eProcurement Portal <https://eproc.cgstate.gov.in>** on behalf of the office of the:

a) Superintending Engineer, Bastar Water Resources Circle, Jagdalpur.

The TENDER shall be submitted/received ONLINE only during office hours upto the due date **30.06.2026 at 17.30 hours**, from the categories **"C" and above Class registered under Unified Registration System in PWD** (as per revised provision) of Chhattisgarh.

Construction of Joba Anicut in Block

- | | |
|---------------------------------|---|
| (1) Name of work | - Kondagaon, District Kondagaon |
| (2) Amount of the Estimate | - Rs. 195.15 Lakhs (Excluding G.S.T.) |
| (3) Probable amount of Contract | - Rs. 195.15 Lakhs (Excluding G.S.T.) |
| (4) Earnest Money (EMD) | - Rs. 1.47 Lakhs |
| (5) Time allowed for completion | - 06 Months from the date of issue of work order
(including rainy season) |

2.1.1 SUBMISSION OF TENDER WITH PREQUALIFICATION OF TENDERERS

The tenderer shall submit his tender online only in three separate sealed envelopes marked as **Envelope "A", Envelope "B" and Envelope "C"**. The tenderer shall submit all these three envelopes as per time-schedule mentioned in the NIT. The tenderer/contractor cannot change the tender-data after submission of bid & signed by Digital Signature.

The tenderers are advised to go through the prequalification documents carefully and furnish the required details duly supported by scanned copy of documentary evidence (which must be self attested), as their eligibility for this contract will be decided on the strength of the information/documents submitted by them in Envelope "B".

Envelope "A" should contain scanned copies of the following:

- Copy of valid Registration in appropriate class in **"C" and above Class registered under Unified Registration System in PWD** of Chhattisgarh issued by the competent authority.
- Valid Bid Security (Earnest Money) in one of the approved forms laid down in Clause 2.5.1 of tender notice (Part-II) and must be submitted online as well as in original. The validity of earnest money deposit shall be minimum twelve months from the date of start of bid submission for the tender having period of contract upto one year and validity of earnest money deposit for more than twelve month shall be minimum eighteen month from the date of start of bid submission

(Deleted - As per Engineer-in-Chief's Office letter no. 4211220 / नि / सकु. / 2023-24 / 4212 नवा रायपुर दिनांक 21.05.2026).

3. An affidavit that all the information furnished with the pre qualification document is correct in all respects and must be submitted online as well as in original as per Annexure-VI.

Envelope "B" should contain scanned copies of the following:

1. To be eligible for award of contract, the tenderer shall provide evidence satisfactory to the department, of their eligibility and of their capability and adequacy of the resources to carry out the contract effectively.
2. 'Pre Bid Qualification Certificate' issued from the O/o the Engineer-in Chief, WRD, Sihawa Bhavan, Civil Lines, Raipur (CG)
3. **Annexure I to VI** should be filled in all respect completely; no any column or row should be left blank.

(Point No. 4 Deleted - Vide Govt. of C.G., W.R.D. Raipur's Letter No. 1664/F-7-7/S-2/31/2001, Nava Raipur Dtd. 09/04/2025).

Envelope "C" should contain the following:

1. Price Bid in the prescribed format online by the tenderer duly filled in with the Price Bids in the figures in the appropriate place of template meant for it.

THE TENDER SHALL BE SUBMITTED/RECEIVED ONLINE ONLY DURING OFFICE HOURS UPTO THE DUE DATE 30.06.2026 AT 17.30 HOURS. (IST)

After the time of submission of Bid by the contractors has lapsed, the bid round will be closed. This is equivalent to sealing the tender box. Contractors have to submit their encrypted bids (by their user Public-key) online, within the date and time as stated in the tender schedule (Date-Time Detail(s)). The electronic bids of only those contractors who have submitted their bid within the stipulated time, as per the tender time schedule (Date-Time Detail(s)), will be accepted by the system. A contractor who has failed to submit his bid within the stipulated time will not be allowed to submit his bid. All the bids received shall be online collected by the officer who is competent to accept the tender (C.E. in case of Govt./E-in-C) and shall be kept in safe custody through the system.

2.1.2 OPENING OF TENDER

- a) All the tenders containing sealed envelopes "A", "B" & "C" which have been collected online shall be opened (**Envelope "A" and "B"**) on dated **01.07.2026, 11:30 hours**, in the office of the **Chief Engineer (Tender Cell) Office of the Engineer-in-Chief, Water Resources Department, Raipur** {by the officer competent to sanction tenders (C.E. in case of Government/E-in-C)} or officer authorized by him. Tenders will be opened in the presence of tenderers or their authorized representative who choose to be present. If the date of opening of tender happens to be a holiday, the tenders will be opened on the next working day from 11:30 hours.

No application of the tenderer shall be entertained between the period of submission & opening of tender

- 2.1.3 Firstly, Envelope "A" shall be opened online and valid registration, bid security of required amount and an affidavit in prescribed form are found in order, then envelopes "B" shall be opened just after.

Envelope "C" shall not be opened and shall be kept in custody with the officer who is competent to accept the tender (C.E. in case of Government/E-in-C)

2.1.4 After opening of envelope "B" and verification, based on the information given in various annexures by the tenderer, evaluation of pre-qualification will be carried out as per norms/criteria given in Annexure-I. Pre-qualification of the bidder will be decided by the officer who is competent to accept the tender. (C.E. in case of Govt./E-in-C)

2.1.5 Pre-qualified bidders shall be intimated the date and time on which envelope "C", the price bid offer shall be opened. Envelope "C" will be opened on a pre-intimated date and time and in the presence of bidders or their authorized representative who choose to be present.

2.1.5 (A) Deleted (As per Engineer-in-Chief's Office letter no. 4211220 /नि/सकु./2023-24/3679 नवा रायपुर दिनांक 30.04.2026).

2.1.6. DISQUALIFICATION:-

Even though the Tenderers satisfy the above, they are subject to be disqualified if :

- i. Made misleading, incorrect, incomplete or false representation in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements.
 - ii. If the tenderer produces misleading, incorrect, incomplete or false information regarding qualification requirement, then the EMD for the tender shall be forfeited and his Pre-Qualification (PQ) certificate issued by the Department shall be cancelled for one year. In case the tenderer enters into an agreement and it is found that he was awarded the contract based on misleading, incorrect, incomplete or false information, his EMD for the tender shall be forfeited and his Pre-Qualification (PQ) certificate issued by the Department shall be cancelled for one year but the agreement shall not be revoked.
- (Vide Govt. of C.G., W.R.D. Raipur's Letter No. 466/F-7-7/S-2/31/2001, Nava Raipur Dtd. 27/01/2025).**
- iii. Tenderer not produce all original certificates for verification of the certificates submitted for pre-qualification requirements as and when demanded by the department.
 - iv. Participated in the previous bidding for the same work and not executed the agreement.
 - v. Record of poor performance such as abandoning the work, not properly completing the contract , unsatisfactory quality of work, inordinate delays in completion, claim and litigation history, or financial failures etc. in any department of Govt. of Chhattisgarh or the State Govt. organization / services / corporations / local body etc. (by whatever names these are called).
 - vi. One person involving in two or more registration in the same tender.
 - vii. If the tenderer whose bid is found lowest does not submit the required documents of Envelope - A within time limit, the tender process stands vitiated. Such tenderer is responsible for causing wilful disruption of tender process. Action of de-registration shall be recommended for a period of minimum two years for such tenderer in conformance with the provision made in order vide Govt of CG., PWD order no F 5-8/19/2013/निविदा Dt 29.10.2014.

- viii. The tender has to be re-invited. The amount of EMD shall be recovered from the defaulted tenderer of the FIRST CALL from his ongoing works within the WRD and amount deposited during unified registration in PWD or from revenue recovery.

Note :

1. Information in Annexure **I** to **VI** has to be filled completely in the Pre-Qualification document itself.
2. Supporting documents as required must be supplied separately and kept in the envelopes **"A"**, **"B"** and **"C"** respectively and produce all original certificates for verification of the documents submitted for pre-qualification requirements as and when demanded by the department.

Information & Instructions for Tenderers before submission of tender

1. Tenderers are required to go through the document carefully and note the procedure for submission of the documents. The applications should be filled up completely and carefully and sign the documents wherever it is prescribed.
2. The contractor has to submit 'Pre Bid Qualification Certificate' issued from the O/o the Engineer-in Chief, WRD, Sihava Bhavan, Civil Lines, Raipur (CG) in Ann.II. The details without concern authority certificate will not be considered and the Tenderer would be disqualified for which he himself would be responsible. All information required in enclosed forms should be furnished against the each respective columns in the forms, if information is furnished in separate document, reference to the same should be given against respective columns. If information is 'NIL' it should also be mentioned as **"NIL" or 'No Such case'**. If any particular quarry is not applicable in case of the Tenderer, it should be stated as **not applicable**. However, the Tenderers are cautioned that not giving complete information called for in the application, in the format required or not giving it in clear terms of making any change in the prescribed format may result in the Tenderer being summarily disqualified.
3. The application must be type-written and the Tenderer's name must appear on each page of the application.
4. All financial / monetary figures to be furnished in any of the pages/forms in these pre-qualification documents shall be in **"Rupees"**
5. Over-writing should be avoided. Mistake should be scored through and corrections incorporated and attested with the tenderers initials written in ink. All pages of the Pre-qualification document shall be numbered and submitted as a package with the signed letter of transmittal.
6. All the information must be submitted in English.
7. Reference, information and certificate from the respective authority certifying the suitability, technical knowledge and capacity of the Tenderer should be signed by the officer not below the rank of Executive Engineer.
8. No further information will be entertained after submission of prequalification documents unless it is called for by the Water Resources Department.
9. The applications are invited for the work as detailed in the brief note. The Pre-qualification documents in prescribed form duly completed and signed shall be submitted.
10. The copies of the documents must be submitted online.

11. The cost incurred by the Tenderer in preparing this application, in providing clarification or attending discussion, conferences or verification in connection with document with shall not be reimbursement under any circumstances.
12. An **affidavit** in the prescribed format as per **Annexure-VI should** be furnished by the Tenderer regarding correctness of the information furnished at Annexure I to Annexure V.
13. If the tenderer produces untrue or false information regarding his qualification requirements, then Earnest Money Deposit shall be forfeited immediately.

Note :-

1. **Information in Annexure-III, IV, V and VI has to be filled in the Pre-Qualification document itself.**
2. **Supporting documents as required must be supplied separately and kept in the envelope "A" and "C" respectively.**

2.2.1. Applicable to Percentage Rate Tenders Form 'A' only.

- 2.2.2.** All over-writings should be neatly scored out and rewritten and corrections should be duly attested prior to the submission of the tender.

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

- 2.3.1.** Blank forms of tender can be downloaded free of cost from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in>

- 2.3.2.** The estimated figures of quantities and cost shown in the tender document are not guaranteed for contract but merely given as rough guidance.

- 2.3.3.** Each tenderer should carefully examine the drawing, specifications, special conditions and other particulars etc. and visit the site of work and fully satisfy and acquaint himself about the nature, location of the work, the surface conditions, quality and quantity of materials required, the character of equipment and ancillaries needed preliminary to and during the execution of the work and general and local conditions which may effect the work or its cost.

- 2.4.1.** No tender will be received without a deposit money of **RS. 1.47 LAKHS (Rs. One Lakh Forty Seven Thousand)** only in a separate sealed cover duly superscribed. 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 tenderer as part of security deposit.

2.4.2. The rate of earnest money to be submitted by the intending Contractor will be as follows:

- | | | | |
|-------|---|---|---|
| (i) | For tenders up to Rs. 1 Lakh | - | 2 percent |
| (ii) | For tenders more than Rs. 1 Lakh and up to Rs. 5.00 Lakh | - | 1 percent subject to a minimum of Rs. 2000/- |
| (iii) | For tenders more than Rs. 5 Lakhs and up to Rs. 2.00 Crores | - | 0.75 percent subject to a minimum of Rs. 5000/- |
| (iv) | For tenders above Rs. 2.00 Crores | - | 0.5 percent subject to a minimum of Rs. 1.5 Lakhs and maximum of Rs. 5 Lakhs. |

- 2.5.1.** For online tenders, the Earnest money shall be deposited electronically by NEFT/RTGS, internet banking, Debit/Credit Cards on any other online process of payment. Contractor is required to generate a challan through e-procurement system for specific tender before transfer of fund and system generated challan may be submitted to bank physically for RTGS/NEFT or contractor may use other online option for making payment in account number shown in the online generated challan.

It is clarified that every contractor's challan number will be different for each challan generated from system of different or same tender. The cost of money transfer (including Payment Gateways, Commission etc.) has to borne by the contractor. It is advised that the contractor should consider the time taken to process the payment electronically (i.e. NEFT/RTGS, Net Banking, Credit/Debit Cards). No interest shall be payable to contractors on amount deposited as earnest money.

(As per Government of Chhattisgarh, Water Resources Department, Raipur's Letter No. RULE/472/2025/WRD/1940, Dated 27.04.2026).

- 2.5.2.** The **Earnest Money** in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tenders and if the Earnest money is not in accordance with the prescribed mode, the tenders would be returned unopened to the Tenderer.

- 2.6.** The intending Tenderers from other States may remit the Earnest Money in the form of Bank Draft of the State Bank of India ~~by any other State Bank~~ online through NEFT/RTGS to the **EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, RAIPUR.** **(Deleted - As per Engineer-in-Chief's Office letter no. 4211220 / नि/सकृ./2023-24 / 4212 नवा रायपुर दिनांक 21.05.2026).**

- 2.7 Earnest Money** which has been deposited for a particular work will not ordinarily be adjusted towards the earnest money for another work, but if tender of a contractor for work in the same division has been rejected and earnest money has not been refunded to him due to some reason it may be so adjusted by Executive Engineer.

2.7.1. Applicable to Item Rate Tender (Form-B)

- 2.8. The Security Deposit shall be 5 percent of the amount of contract.**

- 2.8.1 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 be deposited the Additional Performance Security (APS) as below :-

S.No	% 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.

The APS shall be deposited in the shape of FDR, in favour of the Executive Engineer before signing the agreement. The same shall be refunded after issue of completion certificate. If the contractor fails to complete the work or leaves the work incomplete, the amount deposited as 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 4.3.3 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".

(Clause 2.8.1 is amendmended in accordance with Government of Chhattisgarh, Water Resources Department, Raipur Order No. 4515/F-7-7/S-2/31/2001 Dated 25.11.2024).

- 2.9. The authority competent to accept a tender reserves the right of accepting the tender for the whole work, or for a distinct part of it or of distributing the work between one or more tenderers.
- 2.10. The tenderer whose tender has been accepted (herein after referred to as the contractor) shall produce an appropriate copy of order issued by competent authority mentioning that he has deposited interest bearing security to the 50% of cost of solvency certificate and will execute the agreement 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.
- 2.11. The submission of a 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 been the quarries with their approaches, sites of works etc., and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.
- 2.12 The Contractor shall not, without the prior approval of the competent authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However, such subletting in no case be more than 25% of contract value. But if required can be increased up to 50 (fifty) % with the prior written permission of the next higher authority accepting the tender or the Government as the case may be.
- 2.12 (A) Before subletting the Engineer in Charge shall verify the technical and financial capacity of the sublette and satisfy himself regarding the technical & financial capacity of the sublette. In addition the sublette shall also submit an affidavit which establishes his current technical and financial capability.
- 2.12 (B) The sublette shall be registered contractor in appropriate class under unified registration system (e-registration) of Chhattisgarh and shall also have a technical and financial capacity corresponding to the work proposed to be sublet.
- 2.12 (C) Sublette should have completed the works under Govt./PSU equal to the physical/financial value of the work proposed to be sublet.
- 2.12 (D) No more than one sublet is allowed in a contract agreement.
- 2.13. All the conditions of the tender notice will be binding on the contractor and will form a part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed forms and special conditions of contract.
- 2.14. **CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED.**

2.15. DELETED.

2.16. EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, KONDAGAON does not bind himself to accept or to recommend for acceptance of the Chief Engineer, Godawari Basin, Jagdalpur or higher authority, the lowest or any tender.

2.17.1. The rates quoted by the contractor shall be deemed to be exclusive of the Goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes including GST at source, required deduction in this reference will be made as per applicable law. GST as per prevailing rate at the time of payment/bill submission shall be made applicable presently @18% and shall be paid on the whole work carried out as accepted by the engineer, while making the payment.

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/reimbursement of increase in existing taxes)

(As per Government of Chhattisgarh, Water Resources Department, Raipur's Letter No. RULE/472/2025/WRD/1940, Dated 27.04.2026).

2.17.2. DELETED

2.17.3. (a) Income Tax at the rate of 2.32% (or as per prevailing rules) from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash/cheque or draft or any other mode be deducted at the sources from its running/final or any type of payment for this contract as per rules.

2.17.3. (a.1) GST @ 2% (or as per prevailing rules) from any sum payable to the contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash / cheque or draft or any other mode be deducted at the sources from its running / final or any type of payment for this contract as per rules.

(Clause 2.17.3. (a) and 2.17.3. (a.1) - As per Government of Chhattisgarh, Water Resources Department, Raipur's Letter No. RULE/472/2025/WRD/1940, Dated 27.04.2026).

2.17.3 (b) (i) and (ii) - Deleted

2.17.3 (c) Building & other construction workers sub tax @1% (One percent) (as per prevailing rules) of the building & other construction workers sub tax will be deducted from the running bills/final bills, as per section 3 of building & other construction workers act 1996.

2.17.4. It is open to the contractor or the Sub-Contractor, as the case may be, to make an application to the Income Tax Officer concerned and obtain from him a Certificate authorising the prayer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax Officer earlier.

2.18. Model Rules for Water Supply, Sanitation in Labour Camps- The contractor will be bound to follow the Chhattisgarh Model Rules relating to lay out of water supply and sanitation in labour camps (vide Annexure-A).

2.19. 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).

2.20. Right to take up work departmentally or to award on Contract - The Engineer-in-charge reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.

2.21.2.21.1. Issue of Materials by the Department - The following materials will be supplied by the Department.

S.No.	Name of Articles	Unit	Rate	Place of Delivery
as per Annexure - L				

- 2.21.2.** 1. ठेकेदार द्वारा ओ. पी. सी. सीमेंट जिसका भारतीय मानक प्रमाणीकरण मार्क आई.एस.आई 269 / 1969 है। 450 मैट्रिक टन दैनिक उत्पादन क्षमता से अधिक की सीमेंट फैक्ट्री से सीधे क्रय की जावेगी।
2. ठेकेदार द्वारा स्टील का क्रय स्टील अथार्टी ऑफ इंडिया उनके द्वारा प्राधिकृत प्रायमरी रिमेक्स अथवा आयरन स्टील कम्पनी से किया जावेगा।
3. सीमेंट एवं स्टील निर्धारित स्पेसीफिकेशन एवं गुणवत्ता के अनुसार होना चाहिए। उसके लिए ठेकेदार स्वयं जवाबदेह रहेंगे।
4. विभाग द्वारा समय-समय पर कार्य विभाग नियमावली की परिशिष्ट 7.02 तथा स्वीकृत दर सूची की परिशिष्ट 12 में निर्धारित टेस्टिंग किया जावेगा तथा उसका अभिलेख रखा जावेगा।
5. ठेकेदार द्वारा कार्य स्थल पर लाये गये सीमेंट एवं स्टील पर विभाग द्वारा कोई अग्रिम भुगतान नहीं दिया जायेगा।

2.22. DELETED

2.23. DELETED

2.24. DELETED

2.25. Materials to be used on work specified in the contract will be only from the quarries specified in Annexure 'C'. If the changes of quarries, from those mentioned in Annexure 'C', are necessitated due to any reason during the execution of work such changes will be made only with the approval of the Superintending Engineer given in writing. Any alterations of items, affected by change of such quarries will be governed by clauses 4.3.13.1., 4.3.13.2. and 4.3.13.3. of the agreement in form B.

2.26. If in a quarry, material of more than one quality is found, the material of the best quality as approved by the Executive Engineer shall be used by the Contractor.

2.27. DELETED

2.28 The contractor shall execute the work as per detailed specifications (part-V) incorporated in the tender document) and in accordance with the approved drawing and special conditions incorporated in the tender documents.

2.29. Schedule of Main Items of works to be executed - A schedule of main items of work to be executed is enclosed vide **Annexure - I**. The payment of individual items will be made to the contractor on the rates derived for each items of work by multiplying tendered clubbed rate with quoted overall percentage above or below as the case may be.

2.30 List of Works in hand - Tenders must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tenders in the C.G. Water Resources Department and elsewhere as per Annexure - K.

2.31 Removal of unsuitable or undesirable Employees of Contractor - The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work in the opinion of Executive Engineer is Unsuitable or undesirable.

- 2.32 Recovery of amount due to Government from Contractor** - Any amount due to Government from the contractor on any account concerning work may be recovered from him as arrear of land revenue.
- 2.33. Transport of materials is Contractor's responsibility** - The contractor shall make his own arrangement for transport of all materials. The Government is not bound to arrange for priorities for getting wagon or any other materials, though all possible assistance by way of recommendation will be given. If it is found necessary in the opinion of the Engineer-in-charge. If it proves ineffective, the contractor shall have no claim for any compensation on this account.
- 2.34.1 Arrangements of Tools and Plants** - The contractor shall arrange at his own cost tools and plant required for proper execution of work. It should be carefully noted that the plant and machinery as listed (Annex. - E) may be supplied by the Government under the orders of Superintending Engineer-in-charge of the work, if available and considered necessary in the interest of work on the conditions, terms and rates as specified in the Annexure-E. The Contractor will have to execute the agreement for hiring the machines, if required to do so by the Engineer-in-charge in the prescribed form, appended herein, vide Annexure-F.
- 2.34.2.** Items, if any, other than those referred to in Annexure - E will also be supplied by the Government if available on conditions and payment as may be fixed by the department at the time of loaning the plant.
- 2.35. Increase or Decrease of items of work** - The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and contractor will be bound to comply with the order of the competent authority in the manner described in clause 4.3.13.1., 4.3.13.2. and 4.3.13.3. of agreement without any claim for compensation.
- 2.36 Execution of work according to Time Schedule:** - The work shall be done by the Contractor according to the time schedule fixed by competent authority.
- 2.37. Canvassing or Support for acceptance of Tender** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors.
- 2.38. Responsibilities for leaking of Building during Rainy Season - NOT APPLICABLE**
- 2.39. List of persons employed by Contractor** - The contractor shall not be permitted to tender for works in the O/O EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, KONDAGAON AND O/O SUPERINTENDING ENGINEER, BASTAR WATER RESOURCES CIRCLE, JAGDALPUR (C.G.) (responsible for award and execution of contracts) in which his *near relative is posted as Divisional Accountant or and an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). A list showing the names of the persons who are working with the contractor and are near relatives to any Gazetted Officer in the Water Resources Department (including Secretaries) should also be appended to the tender. He should also intimate to the E.E., names of subsequently employed persons who are near relatives to any Gazetted Officer in irrigation department or Divisional Accountant in O/O EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, KONDAGAON Any breach of this condition by contractor would render him liable to be removed from the approved list of Contractors of this department.

(*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.)

2.40.1 Price Adjustment :-

The contractor for work shall be adjusted for increase or decrease in the rate of labour. Material and P.O.L. except those materials supplied by the Government from the date of closing of bids.

Note:- Price adjustment shall be applicable **from date of closing of bids** and up to stipulated period and validly extended period under clause 2.40.2.

- (A) **Labour:** Increase or decrease in the cost due to labour shall be calculated monthly in accordance with following formula.

$$VL = 0.75 \times \frac{PL}{100} \times R \times \frac{(L - L_o)}{L_o}$$

Where VL = Increase or decrease in the cost of work due to labour during the period under consideration.

R = The value of work done in Rupees during the period under consideration.

L_o = The average consumer price index for industrial workers. (Wholesale prices) as applicable at Bhilai C.G. (nearest place for which indices are published) **for the month in which bid is closed.**

L = The consumer price index for industrial works. (Wholesale prices for the period under consideration) as applicable at Bhilai for the period under consideration. (nearest place for which indices are published) or the period under consideration.)

PL = Percentage of labour component shall be **25% (Twenty five) only.**

- (B) **Materials :** (other than P.O.L.) - The increase or decrease in cost of materials other than those supplied by the Government at fixed rate shall be calculated monthly accordance with following formula :-

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(M - M_o)}{M_o}$$

Where Vm = Increase or decrease in the cost of work due to such materials during the period under consideration.

R = The value of work done in Rupees during the period under consideration.

M_o = The index number of whole sale price in India (all commodities) for the month in which **bid is closed.**

M = The average index number of whole sale price in India (all commodities) for the period under consideration.

Pm = Percentage of such material component which shall be **58% (Fifty eight) only.**

Note:- The index numbers of wholesale price in India (all commodities shall be published by the Government of India, Ministry of Industry, Office of the Economic Adviser.

- (C) **P.O.L. :** the increase or decrease in cost of P.O.L. shall be calculated monthly in accordance with following formula

$$Vp = 0.75 \times \frac{Pp}{100} \times R \times \frac{(P - P_o)}{P_o}$$

Where Vp = Increase or decrease in the cost of work due POL during the period under consideration.

R = The value of work done in Rupees during the period under consideration.

P_o = The price of index number of H.S.D. at Raipur **on the date of closing of bids.**

P = The average index number of whole sale price in India (all commodities) for the period under consideration.

Pp = Percentage of P.O.L. component which shall be **17% (Seventeen) only.**

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

- 2.40.2.** The price adjustment clause shall be applicable only for the work that is carried on within the stipulated time or extension thereof due to reasons as are not attributable to the contractor.
- 2.40.3.** For the purpose of price adjustment amount of work done (R in above formula's during each month) would mean value of work of completed items done plus value of the materials on which secured advance has been granted, less the value of the materials on which secured advance has recovered during the month under consideration.

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

- 2.40.4.** No claim for price adjustment other than those provided therein shall be entertained.

2.41. Validity of Offer - The period of validity offer of tenders will be as follows (w.e.f. Price Bid Opening):-

- | | | |
|--|---|----------|
| (i) Tenders within the competence of sanction of Executive Engineer
i.e., up to Rs. 80 Lakhs . | - | 2 months |
| (ii) Tenders within the competence of sanction of Superintending Engineer
i.e., up to Rs. 200 Lakhs | - | 3 months |
| (iii) Tenders within the competence of sanction of Chief Engineer
i.e., upto Rs. 500 Lakhs | - | 4 months |
| (iv) Tenders within the competence of sanction of Engineer-in-Chief
i.e., upto Rs. 1000 Lakhs | - | 6 months |
| (v) Tenders within the competence of sanction of Government
i.e. above Rs. 1000 Lakhs | - | 6 months |

2.42. Bank Commission Charges - Bank commission charges in all payments by demand drafts outside the state will not be borne by the state Government but by the supplier/firm/contractor himself.

2.43. Force Majeure - Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government, act of Legislature or other authority stoppage or hindrance in the supply of raw materials, of fuel, explosion, accident, strike, riot, lockout, or other disorganization of labour or transport, break down of machine, flood, fire, act of God or any inevitable of unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be reasonable ground from an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case, No compensation will be payable to the contractor for any loss incurred by him due to these reasons.

2.44. Each tenderer shall supply the name, residence and place of business of the person or persons giving the tender and shall be signed by the tenderer with his usual signature. When tender is given by partnerships, 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 of attorney authorising him to be so. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state

of Incorporation and by signature and by designation of the president, secretary or other persons authorised to bind it in the matter.

2.45.1. The tender shall be submitted with the declaration that the contractor has successfully carried out large works of this nature and has adequate organisation, machinery and experienced personnel to handle jobs of this type and magnitude.

2.45.2. A brief description of large works previously executed by him. After the tender has been opened, any tenderer may be required to submit detailed particulars of such works along with the manner of their execution and any other information that will satisfy the Officer receiving the tender that the contractor has adequate organisation, including experience personal to execute vigorously the work to be carried out as per these specifications.

2.45.3 (a) The Contractor shall employ the following technical staff during the execution of work :-

- (1) One Graduate Engineer, Minimum Salary @ Rs. 25,000/- (Twenty Five Thousand) per month, when cost of the work to be executed is more than Rs. 100 (Hundred) Lakhs**
- (2) One Diploma-holder Sub Engineer, Minimum Salary @ Rs. 15,000/- (Fifteen Thousand) per month, when the cost of the work to be executed is more than Rs. 20 (Twenty) Lakhs but not more than Rs. 100 (Hundred) Lakhs.**

(Clause 2.45.3 (a) (1) & (2) - Vide Govt. of C.G., G.A.D., Raipur's letter no. F 7-17 / 2020 /1-6 Raipur Dtd. 02/12/2020).

- (b) The technical staff should be available at site whenever required by Engineer-in-charge to take instructions.
- (c) In case the contractor fails to employ the technical staff as aforesaid, Government shall have the right to take suitable remedial measures.
- (d) The Contractor should give the names and other details of the Graduate Engineer, Diploma Holder Sub-Engineer whom he intends to employ or if under employment, on the work at the time he commences the work.
- (e) The Contractor should give a certificate to the effect that the Engineer, Diploma Holder Sub-Engineer is exclusively in his employment.

Provided that -

- (1) An Engineer or Sub-Engineer may look after more than one work in the same locality but total value of works under him should not exceed Rs. 20 Lakhs in the case of a Graduate Engineer and Rs. 5 Lakhs in case of a Sub-Engineer.*
- (2) It is not necessary for a Contractor (or Partner) in case of Firm/Company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of the work so long as the Contractor/partner does work similar to what could have been done by an Engineer/Sub-Engineer.*
- (3) A retired Engineer/Assistant Engineer who is holding diploma may be treated as per with the Graduate Engineer for the operation of the above clause.*

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay to the Government a sum of Rs. 1000/- (one thousand only) for each month of default in the case of Graduate Engineer and Rs. 500.00 (five hundred only) for each month of default in the case of diploma holder Sub-Engineer.

2.46. The Contractor should also give the following information invariably on cover containing the tender :-

- (a) Name and address of the contractor*
- (b) Class in which he is registered.*
- (c) Amount of earnest money deposited and No. and date of money Receipt etc.*

2.47. Tender documents have to be completed and submitted with all the documents required in the tender notice. Following is the summary of the documents required to be submitted with completed tender form-

- (i) The name, residence and place of business etc. of the Tenderer vide clause 2.44. above.*
- (ii) Details of contracts already held by the tenderer vide clause 2.30 above.*
- (iii) Receipt of Earnest Money deposited vide clause 2.51 above or security-bond from Bank.*
- (iv) Income-tax Clearance Certificate vide clause 2.27 above.*
- (v) A list of near relative of the tenderer working in State Water Resources (Irrigation) Department vide clause 2.39 above (See Annexure-J)*
- (vi) Attested copy of the constitution of firm (if required) and power of attorney, as required vide clause 2.44.*
- (vii) A declaration that there has been no conviction/imprisonment for an offence involving moral turpitude.*
- (viii) Declaration and description as required vide clause 2.45.1. and 2.45.2.*

2.48. The contractor shall obtain a valid license under the Contract (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.

2.49 Condition added as per orders of M.P. Bhopal W.R.D. Letter No. 35/37/96/Medium/31/243/M Bhopal dated 16.02.1998.

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 notice inviting tenders (N.I.T.) 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 NIT if the tenderer has committed a similar defaults on an earlier occasion as well. His/Her registration in the department may be suspended temporarily for a period of 12 MONTHS from such date as may be ordered by the competent authority which had registered him/her.

2.50 All the papers what so ever attached with the agreement will be treated as a part of agreement.

2.51 All documents submitted by the bidder shall be considered as digitally signed by the bidders.

(Vide Govt. of C.G., W.R.D. Raipur's Letter No. 1664/F-7-7/S-2/31/2001, Nava Raipur Dtd. 09/04/2025)

ANNEXURE - I

(Criteria for evaluating capacity of tenderers for Prequalification tenders (bids) with reference to memo no. 4211220/T/02/Cir./Part-3/2289 Dtd. 13.02.07 the instruction for Special attention to Tenderer regarding Pre-qualification documents is for appending in Tender document in place page contained disqualification are proposed below :

Name of Division: - **EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, KONDAGAON (C.G.)**

Name of Work : **Construction of Joba Anicut in Block Kondagaon, District Kondagaon.**

1.0 CRITERIA FOR EVALUATION OF BID:

1.1 Physical Turnover

Should have executed minimum satisfactory quantum of work worked out as under in any one year during the last five year from 2020-2021 to 2024-2025 for similar nature and magnitude of main item of works involved in the contract as given in Annexure II. Relevant certificate pertaining to the above duly attested should be submitted by Tenderer as a proof.

$\frac{\text{Quantity of main items arrived after clubbing}}{\text{Period of completion}} \times 0.5$	
Hard Rock Excavation	: Not Required
All types of Masonry	: Not Required
All Type of Concrete in Structures other than lining	: Not Required
Gate Work	: Not Required
C.C. Lining other than Paver Lining	: Not Required
C.C. Paver Lining	: Not Required
C.C. in Diaphragm Wall	: Not Required

1.2 Financial turnover

Should have a minimum financial turnover value of **CIVIL ENGINEERING WORKS** successfully executed worked out as under in any one year during the last five years from 2020-2021 to 2024-2025 (10% weight-age per year shall be given to bring the financial turnover to present price level)

To Qualify for award of the Contract, each prime contractor in the same name and Style (tenderer) in its name must have in the last five years

- (a) achieved in "any one financial year" a financial turnover (in all classes of civil engineering construction works) of construction work of at least 60% (sixty percent) of the probable amount of contract for which bid has been invited,

- (b) (i) Satisfactorily completed at least one similar work equal in value 50% (fifty percent) of the probable amount of contract as on date of submission of financial offer.

OR

- (ii) Satisfactory completed at least two similar work each cost minimum 40% (forty percent) of the probable amount of contract for which the tender invited as on date of submission of financial offer.

(As per Order of Government of Chhattisgarh, Water Resources Department, Mantralaya, Naya Raipur Letter No. 3169/F-7-7/31/S-2/2001), Naya Raipur, Dated 18.09/2020)

Note :- The "Similar Work" is meant for Irrigation works and Hydraulic Structures or Road works or Building works as the case may be.

(As per Engineer-in-Chief's order no. 4211220 / नि / सर्कु. / 2020 / 2483 / TC नवा रायपुर दिनांक 18.09.2020)

The Financial turn over for civil engineering work of the contractor is to be counted as per the 'Pre Bid Qualification Certificate' issued from the O/o the Engineer-in Chief, WRD, Sihawa Bhavan, Civil Lines, Raipur (CG) enclosed in Annexure II

Financial and physical experiences of subsidiaries / subcontract and private work shall not be considered for Qualification.

1.3 **Bid Capacity:**

Tenderer (Bidder) are assessed for bid capacity as under :-

Assessed bid capacity $(1.5 \times A \times B) - C - L \geq \text{Bid Amount}$

- A - Maximum value of Civil engineering works executed in any one year during last five years from 2020-2021 to 2024-2025 (10% weight-age per year shall be given to bring the value of work executed at present price level) experience of subsidiaries / subcontract and private work shall not be considered.
(The Financial turn over for civil engineering work of the contractor is to be counted as per the 'Pre Bid Qualification Certificate' issued from the O/o the Engineer-in Chief, WRD, Sihawa Bhavan, Civil Lines, Raipur (CG) enclosed in Annexure II)
- B - Prescribed completion period in years.
- C - Amount of balance works in hand with tenderer at the time of receipt of tender.
- L - Value of works for which the tenderer is the lowest bidder and his tender is under consideration

The department may verify the certificates at any time of tendering process or work execution even after agreement. Therefore, the tenderer are advised to keep the original copies of the supported documentary evidences regarding their eligibility.

(As per Government of Chhattisgarh, Water Resources Department, Mantralaya, Naya Raipur's Order No. 318/F-7-7/31/S-2/2021 Dtd. 29/01/2022)

ANNEXURE - V

(Refer para 3.8 of the Information & Instruction for Tenderer)

INFORMATION REGARDING CURRENT LITIGATION

S. No.	Name of Contract	Year or organization Contract	Details of Litigations
1	2	3	4

Date :

Signature of Tenderer (Seal)

ANNEXURE - VI

शपथ पत्र का प्रारूप

निविदा के साथ प्रस्तुत पूर्व अर्हता प्रपत्रों की पुष्टि हेतु शपथ पत्र

मैं / हम आत्मज श्री उम्र निवासी फर्म के हैं और फर्म/कंपनी की ओर से शपथ पत्र प्रस्तुत करने हेतु सक्षम हैं, की ओर से सिस्टम क्रमांक की निविदा पूर्व अर्हता हेतु प्रोप्राइटर/पार्टनर/कंपनी डायरेक्टर की हैसियत से शपथ पूर्वक कथन करता हूँ कि :-

01. प्रमुख अभियंता, जल संसाधन विभाग, सिहावा भवन, छ.ग. रायपुर के कार्यालय से प्राप्त " निविदा पूर्व अर्हता प्रमाण पत्र " संलग्न किया गया है।
02. दिनांक तक चल रहे शेष कार्यों की कुल राशि रुपये लाख है जो कि पूर्णतः सत्य एवं सही है। (जिसका विवरण एनेक्सर III में दर्ज है।)
03. दिनांक तक मेरे/हमारे द्वारा भाग लिए गए निविदाओं में से विचाराधीन निविदाओं में हमारी न्यूनतम दर जिनकी राशि रु लाख है, जिसका विवरण पूर्णतः सत्य एवं सही है। (विवरण एनेक्सर III में दर्ज है)
04. निविदा अर्हता हेतु मेरे/हमारे द्वारा निविदा के साथ प्रस्तुत समस्त प्रमाण पत्र/अभिलेख सत्य एवं सही है एवं कोई भी जानकारी नहीं छिपाई गई है तथा इनकी सत्यकता के लिए मैं/हम पूर्ण रूप से उत्तरदायी है। कोई भी जानकारी असत्य पाये जाने पर निविदा हेतु प्रस्तुत धरोहर राशि छ.ग. शासन के पक्ष में राजसात करने एवं अन्य आवश्यक कार्यवाही करने हेतु छ.ग. शासन जल संसाधन विभाग अधिकृत है।

(शपथ पत्र को नोटरी से प्रमाणित होना आवश्यक है)

गवाह :-

1.

2.

हस्ताक्षर शपथकर्ता

फर्म का नाम

पता

फोन/मोबाईल नम्बर -

ई-मेल -

सत्यापन

मैं/हम आत्मज श्री उम्र निवासी फर्म सत्यापित करता हूँ कि, सिस्टम निविदा क्र. में पूर्व अर्हता हेतु निविदा के साथ प्रस्तुत प्रपत्रों की पुष्टि हेतु प्रोप्राइटर/पार्टनर/कंपनी डायरेक्टर की हैसियत से उपरोक्त शपथ पूर्वक में बिन्दु क्र. 01 से 04 में दर्शायी गई जानकारी पूर्णतः सत्य एवं सही है। जिसे मैंने आज दिनांक को पढ़कर एवं समझकर अपना हस्ताक्षर किया।

(शपथ पत्र को नोटरी से प्रमाणित होना आवश्यक है)

गवाह :-

1.

2.

हस्ताक्षर शपथकर्ता

फर्म का नाम

पता

फोन/मोबाईल नम्बर -

ई-मेल -

PART III SPECIAL CONDITIONS

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

3.2. Drawings given, listed and indexed In Part V will form part of the contract.

The above drawings show the work to be done as definitely and in such details as are possible at the present stage of development of investigation and the design. The attached drawings will be supplemented or superseded by such additional and detailed drawings as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for constructions purpose more completely than are shown on the attached drawings for all features of the work. The contractor shall be required to perform the work on the features and in accordance with additional general and detailed drawings mentioned above at the applicable unit prices tendered in the schedule for work or work of similar nature as determined by the Engineer-in-charge. The Contractor shall check all drawings carefully and advise the Engineer-in-charge of any errors or omissions discovered. The Contractor shall not take advantage of errors or omissions as full instructions will be furnished to the Contractor, should any errors or omissions be discovered.

The drawings and specifications are to be considered as complementary to each other and should any thing appear in one that is not described in the other, no advantage shall be taken of such omission, In case of disagreement between specifications and drawings the conditions of the specifications shall govern the contract. Should any discrepancies, however appear or should any misunderstanding arise as to the meaning and interpretations of the said specifications or drawings or as to the dimension or the quality of the materials for the proper execution of the work or as to the measurements or quality and valuation of work executed under this contract or extra thereupon, the same shall be explanatory by the Engineer-in-charge.

Figures in dimensioned drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those on a small scale, Special directions incorporated on the drawings shall be complied with strictly.

One copy of the drawings and contract documents shall be kept at all times at the site of works by the Contractor.

3.3. Data to be furnished by the Contractor - The contractor shall submit the following information to the Engineer-in-charge

- (a) Proposed construction programme and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in process pursuance of conditions of contract.

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.

- (b) Approximate monthly requirement of cement and M.S. bars for the entire construction period within 4 weeks of the date of receipt of notice, to proceed with the work in pursuance of condition of contract.

3.4. Programme of construction:- The Construction Programme including requirements of materials is appended as Annexure - G. After receipt of the Work Order, the contractor if he desires to submit his revised construction programme shall do so within a period of 30 days from the date of the issue of work order keeping in view the period of completion mentioned

in col.6 of the table below clause 2 (under part I) & will get it approved from the department. In case he fails to submit such programme then the construction programme appended at annexure - G shall be final and binding on the contractor. This programme may be revised and reviewed every year at the beginning of the working season.

3.5. 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 4.3.2. Be entitled to take action under clause 4.3.3. After giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by owing to such action.

3.6 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 and at any/all places where such manufacture 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 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 Contractor.

The Contractor shall be liable for replacement of defective work upto the time in accordance with clause 4.3.16 of the conditions of contract of all work to be done under the contract.

The contractor shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-charge. All inspections and tests by the department shall be performed in such a manner as not to unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not made ready by the contractor at the time of inspection.

3.7. Removal of temporary work, plant and surplus material: - 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 off all the temporary structures including buildings, 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.

3.7.1 Compliance of Provisions of Construction and Demolition waste management Rules-2016 shall be observed during the whole construction period by the contractor and a certificate before the final payment of the work shall be obtained by the contractor from the concerned local body/bodies i.e. Gram Panchayat(s)/Nagar Panchayat(s)/Municipal Council(s)/Nagar Palik Nigam(s) etc as applicable regarding having complied, the provision of the said rules. Certificate to this effect be submitted as per Annexure-T (tender in Form-B) or Annexure-N (Tender in Form-F) of the tender document as the case may be.

3.8. 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.

3.9. Damage to Works: - The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary buildings and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-charge and 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 precautions reasonably to keep all the aforesaid works, materials, machinery, plants, 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.

3.10. Departmental supply of Materials: - Departmental supply of materials will be ordinarily confined only to those, specifically mentioned in the tender notice attached and the cost of such material issued will be recovered from Contractor's bill at the rates specified in said schedule.

The materials will be issued from the departmental stores and the contractor will have to make his own arrangements for the transport of the materials from the site store or wagons to the works at his own cost, Materials to be supplied by the department will be supplied in standard lengths and quantities or as available, unless specifically mentioned otherwise and cost recovered from the contractor for the quantities issued.

The contractor shall further at all times satisfy the Engineer-in-charge on demand, if any by the production of records or books or submission of return and formats as directed that the materials supplied are being used for the purpose for which they are supplied and the contractor shall at all times keep the records up-to-date to enable the Engineer-in-charge to apply such checks as he may desire to impose, The contractor shall not without the written permission of the Engineer-in-charge utilise or dispose off the materials for any purpose other than that intended in the contract.

Cement will be supplied to the contractor at the rates specified in the tender notice at the departmental stores. The contractor shall make his own arrangements for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement will be kept in storage for more than 120 days. If any cement is kept for as long as 120 days, it will be tested before use and if found defective in any way it shall be condemned from use, Steel as required in the construction, shall be supplied by the department and shall be transported to the site at contractor's own cost, The contractor shall make his own arrangements for keeping steel at the site. The cost of the materials supplied to the contractor shall be treated as an advance payment to the contractor and shall be recoverable from him.

The contractor will be responsible for the safe custody of all the departmental materials issued, to the satisfaction of the Engineer-in-charge and will be required to tender proper account of the allocation and disposal of these materials showing where they were issued on works. The contractor shall return in sound condition all such materials, which are not used, on the works. In case he is unable to account for full amount of the materials issued to him, recoveries will be affected from him at "Issue Rates" or "Market Value" whichever is higher plus 15 percent to cover the departmental supervision charges.

The department will not be responsible for any delays in supply of controlled materials such as Steel sections, M.S. Reinforcement bars and Cement, While it will endeavor to see that no delay occurs on this account, the delay due to late supply will however, be given due consideration in granting extension of time for the completion of the work if found necessary. No compensation of claim or damages on idle time will be entertainable on this score.

If the contractor requests the Engineer-in-charge for issue of such materials as is available in the stores of the Engineer -in-charge, the contractor may be supplied these materials from the stores for execution of this work. If the Engineer-in-charge considers it so expedient. The contractor shall pay

for such material and store issued to him at the rates fixed by the Engineer-in-charge. Other materials which may be available in the stores may be issued on loan if the Engineer-in-charge considers it necessary in the interest of work, but for such materials, hire charges should be recovered monthly as per rules and the contractor shall be responsible to return the material in original condition in which they were issued.

All the materials required for the work, other than those that are specifically mentioned in the said tender notice shall be supplied by the contractor. Recommendations to authorities, where required, may be done by the department but the responsibility for the supply of the materials shall be that of the contractor and no excuse on this Account for delay in the work shall be accepted. All unused materials, either supplied directly by the Department or obtained by the recommendations of the Department, which in the opinion of the Engineer-in-charge are likely to be useful to the department shall be returned in good condition at the original cost paid for if so decided by the department.

3.10.1 (A) Regarding fixing of gate in Barrage/Anicut - The contractor shall procure the items mentioned in Annexure-I of the Chhattisgarh Government Store Purchase Rules (such as Hume pipes, M.S. Gates etc) from rate contract agencies of CSIDC, Raipur at the time of submission of tender.

3.10.1 (B) Regarding fixing of gate in Barrage/Anicut - The rate contract units should have enough capacity per annum (given under installed capacity of rate contract) as derived by the standard formulae of tender form.

(3.10.1 (A) & (B) - Vide Govt. of C.G., W.R.D., Raipur letter no. 2192/ D-7/112/ज.सं./निविदा/2001 Raipur Dtd. 01/04/2013).

3.11. (A) Quoted rates Include - The quoted rates of the contractor shall be inclusive of the leads and lifts and in no case separate payment for leads or lifts to any materials including water shall be payable. Similarly no leads or lifts for the materials as issued by the department as prescribed in the tender documents shall be payable. The contractor shall bring approved quality of materials. Different quarries are shown in Annexure C. The details shown in the Annexure C are only as a guide to the Contractor, but the contractor before tendering should satisfy himself regarding the quality and quantity available and all other details of Annexure C and provide for any variation in respect of leads, Lifts, place and methods of quarrying, type of rocks to be quarried and all such other aspects in his tendered rate, as later on no claim whatsoever shall be entertained except where any quarry is changed for circumstances beyond the control of contractor under the written orders of Superintending Engineer-in-charge.

3.11. (B) Applicable to Percentage Rate Tender - Form A only.

3.12. Examination and tests on Completion: - On the completion of the work and not later than three months there after, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and 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.

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

3.14. Safety Regulations: - While carrying out this work, the Contractor shall ensure compliance of all safety regulations as provided in Safety Code (Annexure H).

3.15. Haul Roads: - A fair weather road of the standard of a village cart track is ordinarily maintained by the department along the canal alignment which is motorable from November to end of May, but the contractor shall not have any claim on this account, if one is not provided or maintained. Necessary haul roads to work spot, borrow areas and water sources shall be satisfactorily constructed and maintained by the contractor at his own cost. The contractor has to construct and maintain his own

approach roads from the main haul roads provided by the department. Any new haul roads will have also to be constructed and maintained by the Contractor at his cost.

- 3.16.** The contractor will make his own arrangement for supply of water, light and power to his works and labour camps etc. [3.16 partially not applicable]
- 3.17.** The Contractor must not interfere with other contractors who may be employed simultaneously or otherwise by the department. He will at no time engage departmental labour or that of the other contractor without the written permission of the Engineer-in-charge.
- 3.18. Regulations and Bye-laws-** The contractor shall conform to the regulation, bye-laws, any other statutory rules made by any local Authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulations, orders, decrees, etc.
- 3.19. Order Book** - An order book shall be kept in the departmental office on the site of the work. As far as possible all orders regarding the works are to be entered in this 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 the 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.

- 3.20. Conversion of Units** - Whenever in contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted into metric system units by applying the Standard Conversion Tables of Indian Standard Institution so as to derive the corresponding figures arithmetically and the contractor will have to accept the figures so derived without any claim or compensation whatsoever.
- 3.21. Right of other Contractors and persons** - If during the progress of the work covered by this contract, it is necessary for other contractors or persons to do work in or about the site of work, the contractor shall afford such facilities as the Engineer-in-charge may require.
- 3.22. Employment of Technical persons** - The contractor will employ or produce evidence of having in his employ a qualified technical person not below the rank of a Sub-Engineer/Graduate Engineer from an institution recognised by the Government of Madhya Pradesh/Chhattisgarh and furnish full details to the Engineer-in-charge in the following proforma: -

- (1) Name of the Sub-Engineer/Graduate Engineer engaged, quoting Diploma or Degree with name of institution.
- (2) Period for which the Sub-Engineer/Graduate Engineer has been engaged with emoluments.

3.23. DELETED

(Amendments to W.D. Manual Circulated vide E-in-C's No. 4212863 dt. 11.05.99)

3.23.1. DELETED

- 3.23.2. Advance on plant & Machinery:** - (Applicable for Tenders of Rs. 25 Lakhs or more). An advance for plant and Machinery required for the work and brought to site by the contractor shall be given if

requested by the contractor. The maximum of such advance shall be ten percent of the price of the contract amount. In case of new plant and equipment, the advance shall be limited to 90 percent of the price of such new plant and equipment already paid by the contractor, for which the contractor shall produce satisfactory evidence. In the case of used plant and equipment, amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be determined by the Superintending Engineer. These advance shall bear 14% Interest per annum. These advances shall be further, subject to the condition that such plant equipments are: -

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

Note :- No advance shall be granted on any piece of plant and equipment with a value of less than Rs. 15000/- .

3.24. Recovery of advance: - the recovery of the advances granted under clause 3.23.2 alongwith interest shall be made from the running bills in equal installments, equal to the total number of months of the time left for the completion of contract minus 2 i.e. the advance will be recovered from the first running bill after the issue of advance and shall be fully recovered from the last but one running bill.

3.25. Secured Advance: - For imperishable materials brought to site by the contractor and meant to be used in the finished item of work included in this contract not exceeding 75% (Seventy five percent) of the value as assessed by the Engineer-in-charge shall be paid, provided that such materials are not in excess of the requirement of the work. The contractor shall furnish indenture-Bond for the amount of the advance in the form prescribed by the Government for the same. The recovery of such advance shall be made from each succeeding work bill, to the extent of materials that have been consumed in the relevant furnished item.

3.26 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 NOTICE INVITING TENDERS. (N.I.T.), 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 NIT. IF THE TENDERER HAS COMMITTED A SIMILAR DEFAULTS ON AN EARLIER OCCASION AS WELL, HIS/HER REGISTRATION IN THE DEPARTMENT MAY BE SUSPENDED TEMPORARILY FOR A PERIOD OF 12 MONTHS FROM SUCH DATE AS MAY BE ORDERED BY THE COMPETENT AUTHORITY WHICH HAD REGISTERED HIM/HER.

3.27 At present C.G. Govt. Commercial Deptt. No. F-3-40/2017/Com. Tax/5, New Raipur Dtd. 18.09.2017, GST will not deducted from source till implementation of Clause 51. After implementation of Clause 51, the deduction will be made as per Government order.

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) **Hutting:** - The huts to be built of local materials. Each hut should provide at least 20 sq. meter of living space.
- (4) **Sanitary facilities:** - 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:** - Pit privies at the rate of 10 users or two 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 litres 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 disinfections.

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 sq.m. of washing and bathing. Proper drainage for the water should be provided.
- (8) **Waste Disposal:** - Dustbins shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbins shall be provided with covers. The contents shall be removed every day and disposed of by trenching.
- (9) **Medical Facilities:** - (a) Every camp where 1,000 or 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 than 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 persons in any camp, a standard first aid kit shall be maintained in charge of the whole time person, trained in first aid.

All the medical facilities mentioned above shall 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: -
 - (i) For camps with strength over 200 - One sweeper for every 75 persons above the first but not exceeding 500 persons
 - (ii) For camps with strength over 500 - One sweeper for every 100 persons above the first 500 for which six sweepers should be provided.

ANNEXURE - B

FAIR WAGES TO LABOUR

The Contractor shall pay not less than FAIR WAGE to labour engaged by him on the work.

EXPLANATION: -

- (a) "FAIR WAGE" means wage whether or any time or piece work as notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Water Resources Department for the Division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract, to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his Sub-Contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer/Sub-Divisional Officer, shall have the right to deduct from the moneys due to the Contractor any sum required for making good the loss suffered by a worker or 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 from his or their wages, which are not justified by their terms of the contract or nonobservance of the regulations.
- (e) The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors.
- (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 obtain a valid license under the Contract Labour (Regulation & Abolition) Act, in force and rules made thereunder 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 penal provisions of this contract arising out of this as resulted in non-execution of the work assigned to the Contractor.

ANNEXURE - C

STATEMENT OF QUARRIES

S.No.	Description of Material	Name and Location of Quarry
(1)	(2)	(3)
ALL MATERIALS INCLUDES ALL LEADS AND LIFTS.		

Note: - This statement is only for guidance of the Contractor. The Tenderer should satisfy himself regarding availability of the required quality and quantity of materials.

ANNEXURE - D**FORM OF CERTIFICATE OF INCOME TAX**

(To be submitted by Contractors tendering for work costing Rs. 50,000 or more)

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

Verified the particulars set out above and found correct subject to the following remarks: -

Date: -

Signature of I.T.O.

Seal: -

Circle/Ward/District.

ANNEXURE - E**DETAILS OF GOVERNMENT PLANTS AND MACHINES TO BE SUPPLIED ON HIRE**

S.No.	Description of Plants and Machines	No.	Basic Hourly Rate for purpose of determining ultimate hire charges to be recovered from the Contractor
(1)	(2)	(3)	(4)
-- NIL --			

Date

Executive Engineer

Note: -

- Add extra to rate in column No. 4 - for Departmental charges..... %
- Add extra to rate in column No. 4 - for interest charges to capital %
- So far as recovery of above charges from Contractor are concerned the decision of S.E. E/M circle shall be final, conclusive and binding on both parties.

ANNEXURE - F**AGREEMENT FOR USING GOVERNMENT PLANT AND MACHINERY BY CONTRACTOR**

NOT APPLICABLE

ANNEXURE-G.**Proposed Construction Programme for Construction of Joba Anicut in Block Kondagaon, District Kondagaon**

Sl. No.	Item of work	Quantity	Unit	Months (including Rainy Season)					
				1st	2nd	3rd	4th	5th	6th
1	2	3	4	5	6	7	8	9	10
1	Excavation in all kind of soft/ loose/ hard/dense soils, spoil banks moorum and as directed by Engineer - in- charge.	4838.9	Cum	1935.56	1209.72 5	967.78	241.945	241.945	241.945
2	Excavation in soft/ disintegrated/ weathered rock including wet excavation and asdirected by Engineer - in- charge.	685.36	Cum	342.68	205.608	137.072	0	0	0
3	Excavation in hard rock of all toughness requiring blasting, minimising damage and asdirected by Engineer - in- charge.	23.28	Cum	11.64	6.984	4.656	0	0	0
4	Providing and laying M15 grade Plain Cement Concrete design mix using graded and as directed by Engineer - in- charge.	2900.33	Cum	290.033	580.066	870.099	580.066	290.033	290.033
5	Providing and laying M15 grade Plain Cement Concrete design mix using graded aggregate,..... and as directed by Engineer - in- charge.	54.12	Cum	10.824	21.648	10.824	5.412	2.706	2.706
6	Providing and laying M20 grade Reinforced Cement Concrete design mix using graded aggregate, and as directed by Engineer - in- charge.	391.04	Cum	78.208	156.416	78.208	39.104	19.552	19.552
7	Providing, fabricating and placing in position steel reinforcement bars for Reinforced cement and as directed byEngineer - in- charge.	16394	kg	3278.8	6557.6	3278.8	1639.4	819.7	819.7
8	Providing and constructing PVC pipe weep holes/water spouts for concrete/ masonry walls and as directed byEngineer - in- charge.	162	R.M.	0	0	50	48	33	31
9	Design, Drawing, fabrication, supply, erection, testing and commissioning of Vertical lift..... And as directed by Engineer - in- charge.	3.44	Tonne	0	0	0	0	1.72	1.72
10	Providing and laying in position M15 cement concrete with graded metal of maximum size 20 mm and as directed by Engineer - in- charge.	185.4	Cum	0	0	0	74.16	55.62	55.62
11	Construction of seepage drains 60x60 cm under the bund, (excluding excavation of trenches) as directed by Engineer - in- charge.	60	R.M.	0	0	30	20	10	0
12	Providing and laying of 150 mm dia. PVC corrugated perforated pipes in longitudinalon and as directed by Engineer - in- charge.	17.4	R.M.	0	0	10	4.4	3	0
13	Providing in contraction joints by fixing 225 mm wide central bulb type PVC water stop and as directed by Engineer - in- charge.	4	R.M.	0	0	1	1	1	1

Sl. No.	Item of work	Quantity	Unit	Months (including Rainy Season)					
				1st	2nd	3rd	4th	5th	6th
1	2	3	4	5	6	7	8	9	10
14	Providing and fixing in position, 12 mm thick pre-moulded fillers non-extruding and as directed by Engineer - in- charge.	4.05	Sqm	0	0	2.025	1.215	0.405	0.405
15	Filling foundations around masonry works with suitable soil obtained from spoil banks and as directed by Engineer - in- charge.	1209.72	Cum	0	362.916	483.888	120.972	120.972	120.972

Sub Divisional Officer
Minor W. R. Survey Sub Dn
Kondagaon (C.G.)

Executive Engineer
Water Resources Division
Kondagaon

ANNEXURE-H

SAFETY CODE

1. **Scaffolding:** - (i) Suitable scaffold should be provided for workmen 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 Mazdoor shall be engaged for holding the ladder, for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (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 3.54 metre above ground level and 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 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed, No portable ladder shall be over 9 metre in length while the width between side rails in ring ladder shall in no case be less than 0.3 meters for ladder upto and including 3 metre length, For longer ladders this width should be increased at least 2 cm for each additional metre of length, Uniform step spacing shall not exceed 0.3 m. 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 lights 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 consent of the contractor be paid to compromise any claims by any such person.
2. **Excavation and Trenching:** - All trenches 1.2 metre or more in depth, shall at all times be supplied with at least one ladder for each 30 metre in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metre or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metre 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 works:

-

- (a) All roads and the open areas adjacent to the work site shall either be closed or suitably 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 persons employed from risk of fire or explosion of flooring. No floor, roof or other part of the building shall be so overloaded 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.

- 1. Workers employed on mixing asphaltic materials, cement, lime mortars shall be provided with protective footwear and protective goggles.
- 2. Stonebreakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.

(c) Those engaged in welding works shall be provided with welders 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 cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

(e) The contractor shall not employ men below the age of 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 precautions should be taken: -

- (i) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.
- (ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubble and scrapped.
- (iii) Overhauls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.

5. Drowning: - When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

6. Machines: - Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to use the following standard or condition.

- (a) These shall be of 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. 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 defects.
- (b) Every crane driver or hoisting appliances operator shall be properly qualified and no persons, under an age of 21 years should be in-charge of any hoisting machine including any scaffold, which or give signals to the operator.

- (c) In case of every hoisting machine and every chain ring lowering 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.
- (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors 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.
- (e) 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 a 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 works should not wear rings, watches and carry keys, or other materials, which are good conductors of electricity.
- 7. All scaffolds, ladder and their safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or requirement shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- 8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
- 9. To ensure effective enforcement of the rules and regulation relating to 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.
- 10. 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.

SUPPLY OF MATERIALS BY GOVERNMENT

No materials will be issued by the department (except as listed in Annexure - L). The Contractor will be responsible for all the materials required for the successful completion of the work including Cement, Steel And Hume pipes.

ANNEXURE - I
SCHEDULE OF QUANTITIES

Construction of Joba Anicut in Block Kondagaon, District Kondagaon

Probable amount of Contract : Rs. 195.15 Lakhs (Excluding G.S.T.)

S. No.	Item	Clubbed Quantity	Clubbed Rate	Unit	Amount
1	2	3	4	5	6
1	Excavation in all kind of soft/ loose/ hard/dense soils, spoil banks moorum and moorum mixed with boulders and mud including wet excavation dressing, placing the excavated soil neatly in specified dump area or disposing off the same as directed, including cost of dewatering, site clearance, all materials, machinery, labour and dressing, including all lead and lifts etc., complete. as per approved drawing, design, specification and as directed by Engineer - in- charge.	4838.9	136	Cum	658090.00
2	Excavation in soft/ disintegrated/ weathered rock including wet excavation, dressing, placing the excavated material neatly in specified dump area or disposing off the same as directed, including cost of dewatering, site clearance, all materials, machinery, labour and dressing, including all lead and lifts etc., complete in all respect as per approved drawing, design, specification and asdirected by Engineer - in- charge.	685.36	315.35	Cum	216128.00
3	Excavation in hard rock of all toughness requiring blasting, minimising damage to rock beyond excavation line and placing the excavated rock neatly in specified dump area or disposing off the same as directed, including cost of dewatering, site clearance, all materials, machinery, labour and dressing, including all lead and lifts etc., complete. in all respect as per approved drawing, design, specification and asdirected by Engineer - in- charge.	23.28	1003	Cum	23350.00
4	Providing and laying M15 grade Plain Cement Concrete design mix using graded aggregate, clean, hard including cost of all materials, machinery, labour, formwork, centering, scaffolding, cleaning, batching, mixing, placing in position, levelling, vibrating, finishing, curing, packing joints of shuttering and all other ancillary operations complete including all lead and lifts. Using aggregate of maximum size. 40mm as per approved drawing, design, specification and as directed by Engineer - in- charge.	2900.33	4483.75	Cum	13004354.00
5	Providing and laying M15 grade Plain Cement Concrete design mix using graded aggregate, clean, hard including cost of all materials, machinery, labour, formwork, centering, scaffolding, cleaning, batching,	54.12	4582.35	Cum	247997.00

S. No.	Item	Clubbed Quantity	Clubbed Rate	Unit	Amount
1	2	3	4	5	6
	mixing, placing in position, levelling, vibrating, finishing, curing, packing joints of shuttering and all other ancillary operations complete including all lead and lifts. Using aggregate of maximum size. 20mm as per approved drawing, design, specification and as directed by Engineer - in- charge.				
6	Providing and laying M20 grade Reinforced Cement Concrete design mix using graded aggregate, clean, hard including cost of all materials (excluding cost of providing and placing reinforcement steel/ bars), machinery, labour, formwork, centering, scaffolding, cleaning, batching, mixing, placing in position, levelling, vibrating, finishing, curing, packing joints of shuttering, and all other ancillary operations complete including all lead and lifts. Using aggregate of maximum size. 20mm as per approved drawing, design, specification and as directed by Engineer - in- charge.	391.04	5399.2	Cum	2111303.00
7	Providing, fabricating and placing in position steel reinforcement bars for Reinforced cement concrete/ Plain Cement Concrete structures including cost of all materials, machinery, labour, cleaning, straightening, cutting, bending, hooking, lapping/ welding joints wherever required, tying with 1.25 mm diameter soft annealed steel wire, and all other ancillary operations complete including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.	16394	69.4	kg	1137744.00
8	Providing and constructing PVC pipe weep holes/water spouts for concrete/ masonry walls including cost of all materials, machinery, labour, providing 200x200x200 mm size porous concrete block made of cement and 20 mm down coarse aggregate in 1:4 proportion by volume with 100 mm thick sand backing at the junction of wall and soil back fill and all other ancillary operations complete including all lead and lifts. 100 mm dia. as per approved drawing, design, specification and as directed by Engineer - in- charge.	162	235.45	R.M.	38143.00
9	Design, Drawing, fabrication, supply, erection, testing and commissioning of Vertical lift sliding type gate with frame consisting of skin plate, sealing frame, stiffeners, horizontal and vertical girders, guide, stainless steel flat/Brass flat, rivets, wedges, lifting rods etc., with all accessories as per relevant IS code including frame & gate complete set for Canal Cross, Escape, Head regulator /Tank head regulator	3.44	176836	Tonne	608315.00

S. No.	Item	Clubbed Quantity	Clubbed Rate	Unit	Amount
1	2	3	4	5	6
	,Barrage/Stop dam/Anicut/waste weir /spillway including cost of all materials, machinery, labour, cutting, aligning, welding, finishing, cleaning, seal fixing, tools and tackles etc., applying two coat of zinc rich epoxy primer to give dry film thickness of 70 ± 5 microns and finish coat(two coats)of solvent less coal tar epoxy paint using airless spray to provide dry film thickness of 150 ± 5 microns per coat thus total dry film thickness of all coats, including primer coating, should not be less than 350 microns., complete as per specifications and approved drawings with all lead and lifts, including packing & forwarding, transportation charges for structural steel components and other materials, including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.				
10	Providing and laying in position M15 cement concrete with graded metal of maximum size 20 mm for cost in situ or pre cast concrete blocks in drainage bed, laid alternately, including formwork, vibration, tamping, finishing, curing cleaning of joints blocks size not more than 0.90 X 0.90 m and all other ancillary operations complete including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.	185.4	5781.7	Cum	1071927.00
11	Construction of seepage drains 60x60 cm under the bund, (excluding excavation of trenches) filling the drains with graded materials such as boulder, shingle and sand in layers, and laying and all other ancillary operations complete including all lead and lifts as per specifications. Drains filled in layers with stones, shingle and sand. as per approved drawing, design, specification and as directed by Engineer - in- charge.	60	259.25	R.M.	15555.00
12	Providing and laying of 150 mm dia. PVC corrugated perforated pipes in longitudinal & transverse drains including joints and all other ancillary operations complete as per specifications including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.	17.4	235.45	R.M.	4097.00
13	Providing in contraction joints by fixing 225 mm wide central bulb type PVC water stop transparent or white in colour in single line supported by 10 mm dia. steel dowel rods on either side at 1 meter interval including cost of all materials, machinery, labour, vulcanizing water seal joints and all other ancillary operations complete including all	4	984.3	R.M.	3937.00

S. No.	Item	Clubbed Quantity	Clubbed Rate	Unit	Amount
1	2	3	4	5	6
	lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.				
14	Providing and fixing in position, 12 mm thick pre-moulded fillers non-extruding and resilient type (bitumen-impregnated fiber), IS 1838, on the pier cap including cleaning of surface and all other ancillary operations complete including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.	4.05	1504.5	Sqm	6093.00
15	Filling foundations around masonry works with suitable soil obtained from spoil banks or borrow areas including watering and ramming and all other ancillary operations complete including all lead and lifts. as per approved drawing, design, specification and as directed by Engineer - in- charge.	1209.72	304.3	Cum	368118.00
	TOTAL				19515151.00
Say Rs. 195.15 Lakhs					

Note – The rates quoted by the contractor shall deemed to be Exclusive of the Goods and Services Tax (GST) as per Government of Chhattisgarh, Water Resources Department, Raipur's Letter No. RULE/472/2025/WRD/1940, Dated 27.04.2026 (Annexure – Z).

I/we here by agree to execute the above work in all respect in amount as quoted below :-

Total amount quoted by the tenderer :-

In Figures Rs.

In Words Rs.

.....

**Dated signature of
Contractors**

**Executive Engineer
Water Resources Division
Kondagaon (C.G.)**

ANNEXURE - L

**SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE DEPARTMENT
FOR WORK AND RATES AT WHICH THEY ARE TO BE CHARGED**

S.No.	Particulars	Approximate Quantity	Rate at which the Material will be charged From the Contractor		Place of Delivery
			Unit	Rate	
1.	2.	3.	4.	5.	6.
01	Hard Rock	23.28	Cum	418.55 /Cum	At Construction Site

Note :- (1) Please also refer to clause 2.21.2 to 2.22.4 regarding return of Empty Cement Bags.

(2) The person or firm submitting the tender should see that the rates in the above Annexure are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

Date _____

Signature of the **Contractor**

Signature of the **Divisional Officer**

**Government of Chhattisgarh
Water Resources Department
D.K.S. Bhawan, Mantralaya Raipur**

No. 8907/F-7-7/31/S-2/2001

Raipur, Dated 19/12 /2011

ORDER

Sub.:- Restriction of Powers for Execution of increased quantities of items of work and/or extra item of work and sanction of rates there for under public works contract form A & B.

1. Execution of additional quantities of item of work existing in scheduled of the contract.

Clause 4.3.13.3 (a) of contract form A (Appendix 2.13.A and clause 4.3.13.3 (a) of form B appendix 2.14 (A) stipulates rates payable for increased quantities upto the prescribed limits occurring in a contract. According to these provisions once the tender is accepted by the competent authority the Executive Engineer can make payments for the extra quantities within the ceiling limits prescribed. Since occurrence of additional quantities under an item of work would normally arise only as a result of changes in foundation levels or the design etc. it is considered necessary that the powers of the Executive Engineer for getting additional quantities executed are limited in this regard and involvement of higher officers in the decision on this issue is provided.

In the above back-ground, Govt. in Water Resources Department is pleased to order that the authority for permitting execution of and payments in respect of additional quantities under such item of schedule "G" of the contract shall be regulated as follows:-

- (a) Executive Engineer shall have powers to permit execution of and payments in respect of additional quantities of an item of work provided in the schedule of quantities of the approved tender document to the extent of 10% of the quantity provided in schedule of quantities **Subject to Rs. 5.00 Lakhs.** Only.
- (b) In respect of works for which technical sanction has been accorded by the E.E. or by the S.E. in accordance with the powers vested with them, prior sanction in writing of the S.E. would be necessary for execution of and payments in respect of additional quantities more than 10% but **upto 20% only of the quantity provided in the schedule of quantities of the approved tender subject to maximum Rs. 10.00 Lakhs only including powers of Rs. 5.00 Lakhs delegated to E.E.** as described above.
- (c) In respect to works, technical sanction of which has been accorded by the Chief Engineer prior approval of the C.E. in writing shall be necessary for permitting execution of and payment in respect of additional quantities more than 10% of the quantity provided in the schedule of quantities of the approved tender.

The Rate of payment for the additional quantities shall be worked out as per the present provisions of the clause 4.3.13.3 (a) of form-A, Appendix 2.13.A, and of Form-B, Appendix 2.14 A of works Department Manual 1983.

2. Execution of and payment for altered or substituted items not specifically provided in the contract of the works as extra items.

Clause 4.3.13.3 (b & c) of the contract Form-A, Appendix 2.13.A of work Department Manual, and clause 4.3.13.3 (b & c) of the contract Form-B, Appendix 2.14.A of Work Department Manual lay down the procedure for sanction of rates for altered or substituted item and for extra item.

After careful consideration the State Government in Water Resources Department is now pleased to restrict powers for execution of altered, substituted or extra items and for sanctioning rates there for as follows:-

- (a) Executive Engineer shall have no powers for determining the rates of extra items.
- (b) Superintending Engineer shall have powers of determining rates for extra items where rates are required to be determined subject to the condition that total amount of work in respect of such extra items shall not exceed 10% of the amount of tender as sectioned by the competent authority and further subject to the condition that this amount shall not exceed **Rs. 10.00 lakhs** under any contract.
- (c) Chief Engineer shall have powers of determining rates for ***extra items/additional quantity*** where rates or required to be determined subject to the condition that total amount of work in respect of such ***extra items/additional quantity*** shall not exceed 30% of the amount of tender as sanctioned by the competent authority and further subject to the condition that this amount shall not exceed ***Rs. 25.00 lakhs*** under any contract.
- (d) **Government** shall have full powers.

The procedure for determining the rate for altered and substituted items of work not specifically provided in the contract for the work as extra items will be governed as provided in clause 4.3.13.3 (b&c) of contract Form-A appendix 2.13 A and contract Form-B Appendix 2.14.A.

3. the above order vide (1) and (2) of this letter will take immediate effect.
4. Pending amendment to clause 4.3.13.3 of agreement Form-A (Appendix 2.13.A) and clause 4.3.13.3 of Form-B (2.14.A) of works Department Manual 1983, Superintending Engineers should take prior approval of competent authority as prescribed in paras 1 & 2 of this letter before communicating the rates to the contractor, when the sanction of rates exceeds their revised powers.

This order supersedes all previous order issued on this subject and shall be in force from the date of issue.

**By Order and in the name
of
The Governor of
Chhattisgarh**

**(Yaqub Khess)
Deputy Secretary
Govt. on Chhattisgarh
Water Resources
Department**

मुख्य सचिव कार्यालय
छ0ग0 शासन दाऊ कल्याणसिंह भवन, मंत्रालय, रायपुर

क्रमांक 352/मु.स./2012

रायपुर, दिनांक 24/04/2012

प्रति,

प्रमुख सचिव,
जल संसाधन विभाग

प्रमुख सचिव,
लोक निर्माण विभाग

सचिव,
लोक स्वास्थ्य यांत्रिकी विभाग

विषय:— निर्माण कार्य में गुणवत्ता सुनिश्चित करने बाबत।

निर्माण कार्य में गुणवत्ता सुनिश्चित करने के लिये वर्क्स मेनुअल में ठेकेदारों के लिये निम्नानुसार जिम्मेदारी सौंपी गई है:—

1. कंडिका 2.45.2 :—

निविदा खोले जाने के उपरांत निविदाकर्ता को यह जानकारी देना आवश्यक होगा कि निर्धारित मापदण्ड अनुसार कार्य संपादन करने के लिये उनके पास पर्याप्त अनुभवी अमला उपलब्ध हैं।

2. कंडिका 2.45.3 :—

ठेकेदार को कार्य संपादन करने के दौरान स्नातक यंत्री/डिप्लोमा होल्डर उपयंत्री नियुक्त करना होगा एवं आवश्यकतानुसार उन्हें कार्य स्थल पर उपस्थित रहना होगा।

कार्य प्रारंभ करने के समय ठेकेदार को उपर्युक्तानुसार नियुक्त तकनीकी अमलों के नाम एवं अन्य विवरण की सूचना देना होगा एवं कतिपय प्रकरणों में यह प्रमाण पत्र भी देना होगा कि यह तकनीकी अमला केवल उनके लिये ही कार्य कर रहे हैं।

ठेकेदार द्वारा उपर्युक्त शर्तानुसार तकनीकी अमला नियुक्त नहीं करने पर उनके विरुद्ध जुर्माना अधिरोपित करने का प्रावधान भी है।

कृपया वर्क्स मेन्युअल के उपयुक्त प्रावधानों का पालन सुनिश्चित करने का कष्ट करें।

(सुनिल कुमार)
मुख्य सचिव

मध्य प्रदेश शासन जल संसाधन विभाग मंत्रालय, भोपाल

क्रमांक 35/37/96/ मध्यम/31/ 243/म.

भोपाल, दिनांक 16 फरवरी, 1998

प्रति,

प्रमुख अभियंता
जल संसाधन विभाग भोपाल ।

विषय :- निविदा स्वीकृत होने पर अनुबंध पर हस्ताक्षर न करने की दशा में दण्ड एवं निविदा में विशेष शर्तें जोड़ने बाबत।

”

राज्य शासन द्वारा यह निर्णय लिया गया है कि निविदा स्वीकृति के पश्चात् यदि किसी ठेकेदार द्वारा अनुबंध का निष्पादन नहीं किया जाता है तो धरोहर राशि राजसात करने के अलावा, यदि उसी कार्य हेतु पुनः निविदा आमंत्रित की जाती है, तो ऐसे ठेकेदार को अथवा ऐसी फर्म, जिसमें ठेकेदार भागीदार हो, को पुनः निविदा देने की पात्रता नहीं होगी । यदि ठेकेदार अथवा उसकी सहभागी फर्म द्वारा इस प्रकार के कृत्यों की दोबारा पुनरावृत्ति की जाती है तो, संबंधित अधीक्षण यंत्री/कार्यपालन यंत्री द्वारा ऐसे ठेकेदारों को अथवा सहभागी फर्म को, आगामी 6 माह के लिये किसी भी कार्य की निविदा देने की पात्रता से वंचित किया जा सकेगा ।

2/ यह आदेशित किया जाता है कि भविष्य में सभी एन.आई.टी. में निम्नानुसार विशेष शर्त जोड़ी जावे :-

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 NOTICE INVITING TENDERS. (N.I.T.), 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 NIT. IF THE TENDERER HAS COMMITTED A SIMILAR DEFAULTS ON AN EARLIER OCCASION AS WELL, HIS/HER REGISTRATION IN THE DEPARTMENT MAY BE SUSPENDED TEMPORARILY FOR A PERIOD OF 12 MONTHS FROM SUCH DATE AS MAY BE ORDERED BY THE COMPETENT AUTHORITY WHICH HAD REGISTERED HIM/HER.

निविदा प्रपत्र की किसी भी शर्त के अंतर्गत ठेकेदार की धरोहर राशि राजसात करने की सूचना संबंधित पंजीयन अधिकारी को आवश्यक रूप से दी जावे, ताकि पंजीयन रजिस्टर में उसकी प्रविष्टि कर नियमानुसार ठेकेदार के विरुद्ध कार्यवाही की जा सके ।

ठेकेदार को लिखे जाने वाले पत्र का प्रारूप संलग्न है, इसे पोस्ट सर्टिफिकेट के अंतर्गत ही जारी किया जाये ।

सहपत्र :- उपरोक्तानुसार

सही / -
(आर० सी० चक्रवर्ती)
उप सचिव, म० प्र० शासन,
जल संसाधन विभाग

पृष्ठा० क्र० 35/37/96 मध्यम/31/ 243/म.

भोपाल, दिनांक 16 फरवरी, 1998

प्रतिलिपि :-

1. निज सचिव, उप मुख्य मंत्री, म० प्र० शासन, जल संसाधन विभाग, भोपाल ।
 2. निज सचिव, राज्य मंत्री म० प्र० शासन, जल संसाधन विभाग, भोपाल ।
 3. समस्त मुख्य अभियंता, जल संसाधन विभाग, मध्य प्रदेश ।
 4. समस्त अधीक्षण यंत्री, जल संसाधन विभाग, मध्य प्रदेश ।
 5. समस्त कार्यपालन यंत्री, जल संसाधन विभाग, मध्य प्रदेश ।
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु ।

सहपत्र:- उपरोक्तानुसार

सही / -
(एम० एल० विश्वकर्मा)
विशेष कर्तव्यस्थ अधिकारी (कार्य),
म. प्र. शासन, जल संसाधन विभाग

छत्तीसगढ़ शासन
जल संसाधन विभाग
मंत्रालय
दाऊ कल्याण सिंह भवन, रायपुर (छ.ग.)

क्र. / एफ-7-7-31 / एस-2 / 2001

दिनांक : / 05 / 2011

प्रति,

प्रमुख अभियंता
जल संसाधन विभाग,
रायपुर (छ.ग.)

विषय :- आयटम दर निविदा में "जी" शेड्यूल के संबंध में ।

संदर्भ :- आपका पत्र क्रमांक-073/भाग-2/बो.प्र./2003/6149, रायपुर दिनांक 18.04.2011

उपरोक्त विषयांतर्गत संदर्भित पत्र के माध्यम से बिंदुवार प्रस्ताव शासन को आपके द्वारा अनुमोदन हेतु प्रेषित किया गया है। आयटम दर निविदा में "जी" शेड्यूल के संबंध में प्रस्तावित निम्नांकित बिन्दुओं को एतद् द्वारा मान्य किया जाता है :-

- (अ) 1. शीर्षक में कार्य पूर्ण विवरण के साथ निविदा की राशि दाहिने कोने में रु. लाख में अंकित की जावे।
2. (i) Schedule of quantities (Annexure-I) प्रपत्र के कॉलम निम्नानुसार निर्धारित किये जावे :-

S. No.	Item	Clubbed quantity	Clubbed Rate	Unit	Amount
1	2	3	4	5	6

- (ii) निविदा प्रपत्र में उपरोक्त सभी 6 कॉलम भरकर निविदा आमंत्रित की जावेगी ।
- (iii) निविदाकार अंतिम पृष्ठ पर केवल अपनी लागत अंको एवं शब्दों में अंकित करेंगे ।

- (iv) आइटम दर निविदा की कंडिका 2.29 को निम्नानुसार संशोधित किया जाता है, -

Schedule of Main Items of works to be executed - A schedule of main items of work to be executed is enclosed vide **Annexure - I**. The payment of individual items will be made to the contractor on the rates derived for each items of work by multiplying tendered clubbed rate with quoted overall percentage above or below as the case may be.

- 3) प्री-क्वालिफिकेशन के लिये निविदाकारों की योग्यता का मूल्यांकन हेतु मापदण्ड के संबंध में जारी शासन के पत्र क्र. 826/17/जसं./तशा/2001 दिनांक 06.02.2007 में अंकित निविदा क्षमता (Bid capacity), में वर्तमान सूत्र - Assessed bid capacity = $[(2.5 \times A \times B) - C]$ को निम्नानुसार संशोधित किया जाता है :-

Assessed bid capacity = $[(1.5 \times A \times B) - C]$

जिसमें A - गत पांच वर्ष में किये गये सिविल इंजीनियरिंग निर्माण कार्यों की अधिकतम राशि किसी एक वित्तीय वर्ष में (प्रत्येक वर्ष के लिये 10 प्रतिशत अधिमान (Weightage) मान्य होगा।)

B - कार्यावधि वर्ष में।

C - निविदा प्राप्ति की तिथि तक निविदाकार द्वारा हाथ में लिए ठेकों की शेष राशि।

- 4) यदि आईटम दर-निविदा से प्राप्त निविदा दर सक्षम अधिकारी के मतानुसार कार्य योग्य नहीं है, उस स्थिति में न्यूनतम निविदाकार को निविदत्त राशि की 5% राशि अतिरिक्त सुरक्षा निधि के रूप में जमा करना आवश्यक होगा। यह राशि समस्त कार्य पूर्ण होने उपरांत ही वापस की जावेगी। अतिरिक्त सुरक्षा निधि TDR के रूप में जमा करना होगा, जो संबंधित कार्यपालन अभियंता के नाम पर Pledged हो।
- 5) (i) निविदा सूचना के Key dates schedule के संबंध में शासन के आदेश क्रमांक 5460/डी-7/17/ज.सं./2001 दिनांक 13.10.2008 में उल्लेखित Key dates schedule को शासन के पूर्व आदेश क्रमांक-3507/डी-7/17/ज.सं./2001 दिनांक 28.06.2008 के अनुसार Key dates schedule को माना जावे।
(ii) Competent authority for approval of prequalification may ask for original documents for verification from the tenderers before deciding prequalification.
- (ब) उपरोक्त प्रस्तावित बिन्दुओं को निविदा प्रपत्र "बी" (आयटम दर निविदा) का भाग माना जावेगा।
- (स) यह आदेश जारी होने की तिथि से प्रभावशील माना जावेगा।

सहपत्र :- शून्य।

सही/-
(के. डी. कुंजाम)
उपसचिव
जल संसाधन विभाग, मंत्रालय, रायपुर

क्र. 4382/एफ-7-7-31/एस-2/2001

दिनांक : 16/05/2011

प्रतिलिपि :-

1. निज सचिव, माननीय मंत्री जी, जल संसाधन विभाग, मंत्रालय, रायपुर।
2. मुख्य सचिव, छत्तीसगढ़ शासन, डी.के.एस. भवन, मंत्रालय, रायपुर।
3. प्रमुख सचिव, वित्त विभाग, छत्तीसगढ़ शासन, डी.के.एस. भवन, मंत्रालय, रायपुर।
4. प्रमुख अभियंता, जल संसाधन विभाग, सिहावा भवन, रायपुर।
5. सचिव, छत्तीसगढ़ सिंचाई परियोजना मंडल, रायपुर।
6. समस्त मुख्य अभियंता, महानदी परियोजना, जल संसाधन विभाग, रायपुर।

को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

सहपत्र :- शून्य।

सही/-
विशेष कर्तव्यस्थ अधिकारी
जल संसाधन विभाग
मंत्रालय, रायपुर

प्रेषक:
विवेक ढॉड
प्रमुख सचिव
Vivek Dhand
Principal Secretary

छत्तीसगढ़ शासन
श्रम विभाग
Govt. of Chhattisgarh
Department of Labour
D.O. Letter No. 542
Raipur, Dated 09/03/2010

विषय :— भवन एवं अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम 1966 के अंतर्गत उपकर जमा किए जाने के संबंध में ।

प्रिय श्री खेतान,

विषयांतर्गत भवन और अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम, 1966 के प्रावधान छत्तीसगढ़ राज्य में प्रभावशील है। भवन और अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम, 1966 की धारा 3 (1) के तहत नियोजक द्वारा सन्निर्माण की लागत राशि का 1 प्रतिशत उपकर के रूप में छत्तीसगढ़ भवन और सन्निर्माण कर्मकार मण्डल में जमा किये जाने का प्रावधान है भवन और अन्य सन्निर्माण कर्मकार अधिनियम 1996 के अन्तर्गत छत्तीसगढ़ भवन एवं अन्य सन्निर्माण कर्मकार कल्याण मण्डल का गठन दिनांक 05.09.2008 को हो चुका है। उपरोक्त संदेय उपकर राशि Chhattisgarh Bulding & Other Construction Workers Welfare Board के नाम से मांगदेय ड्राफ्ट के माध्यम से छ.ग. भवन सन्निर्माण कर्मकार कल्याण मण्डल में जमा किया जाना चाहिए मण्डल में जमा की उक्त उपकर राशि निर्माण कार्य में लगे श्रेमिकों के कल्याणकारी योजनाओं में व्यय की जावेगी।

उक्त उपकर की राशि जमा नहीं किया जाना अधिनियम की धारा 12 (2) के तहत में दण्डनीय अपराध है। अधिनियम की धारा 8 के अन्तर्गत देय उपकर राशि नियोजक द्वारा समयावधि में न जमा किये जाने पर उपकर राशि में प्रतिमाह 2 प्रतिशत ब्याज के रूप में अतिरिक्त देय होगा। इसके बावजूद यदि नियोजक द्वारा उपकर की राशि जमा नहीं की जाती है तो अधिनियम की धारा 10 के अनुसार निर्धारित उपकर की राशि भू-राजस्व की भांति राजस्व वसूली प्रमाण पत्र के माध्यम से जमा कराई जा सकती है। साथ ही उपकर की राशि जमा न किये जाने पर अधिनियम की धारा 12 (2) के अनुसार 6 माह का कारावास अथवा जुर्माना अथवा दोनों से दण्डित किये जाने का प्रावधान है।

अतः कृपया उपरोक्त अधिनियम के समुचित पालन सुनिश्चित किये जाने हेतु आपके विभाग के अधीन होने वाले विभिन्न सन्निर्माण कार्यों में उपरोक्तानुसार संदेय उपकर राशि जमा कराए जाने के संबंध में अपने अधीनस्थ संबंधित अधिकारियों को निर्देशित करने का कष्ट करें।

सन्नेह,

श्री सी.के. खेतान
सचिव,
छत्तीसगढ़ शासन
जल संसाधन विभाग,
मंत्रालय, रायपुर

भवदीय
सही /—
(विवेक ढॉड)

छत्तीसगढ़ शासन

श्रम विभाग

::मंत्रालय::

महानदी भवन, अटल नगर रायपुर

क्रमांक/बीओसी/2021/840

अटल नगर रायपुर दिनांक 19.02.2021

प्रति,

अपर मुख्य सचिव/प्रमुख सचिव/सचिव/विशेष सचिव लोक निर्माण विभाग/वन विभाग/लोक स्वास्थ्य यांत्रिकी विभाग/वित्त विभाग/ऊर्जा विभाग/वाणिज्य एवं उद्योग विभाग/नगरीय प्रशासन एवं विकास विभाग/जल संसाधन विभाग/गृह विभाग/स्वास्थ्य विभाग/पंचायत एवं ग्रामीण विकास विभाग/कृषि विभाग/आदिम जाति तथा अनुसूचित जाति विकास विभाग/स्कूल शिक्षा विभाग/उच्च शिक्षा विभाग/आवास एवं पर्यावरण विभाग/सहकारिता/खाद्य एवं नागरिक आपूर्ति विभाग/संस्कृति विभाग/पर्यटन विभाग/लोक स्वास्थ्य, परिवार कल्याण एवं चिकित्सा शिक्षा विभाग/खेल एवं युवा कल्याण विभाग छत्तीसगढ़ शासन मंत्रालय, महानदी भवन अटल नगर जिला रायपुर (छ0ग0)

विषय:— भवन एवं अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम 1996 के अंतर्गत उपकर राशि जमा किये जाने के संबंध में।

—00—

विषयांतर्गत भवन एवं अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम 1996 की धारा 3 के अनुसार प्रत्येक सन्निर्माण कार्य की लागत के एक प्रतिशत की दर से उपकर राशि छत्तीसगढ़ भवन एवं अन्य सन्निर्माण कर्मकार कल्याण मण्डल में जमा किये जाने का प्रावधान है। धारा 3(1) निम्नवत् है :—

“भवन और अन्य सन्निर्माण कर्मकार (नियोजन तथा सेवा शर्तें विनियमन) अधिनियम, 1996 (1996 का 27) के प्रयोजनों के लिए उपकर का उद्ग्रहण और संग्रहण किसी नियोजक द्वारा उपगत सन्निर्माण की लागत के दो प्रतिशत से अनधिक किन्तु एक प्रतिशत से अन्यून ऐसी दर से किया जाएगा, जो केन्द्रीय सरकार, राजपत्र में अधिसूचना द्वारा, समय-समय पर, विनिर्दिष्ट करें। ”

अधिनियम के उक्त प्रावधान के परिपालन में केन्द्र शासन द्वारा जारी अधिसूचना क्रमांक एस.ओ. 2899 दिनांक 26.09.1996 में उक्त राशि सन्निर्माण लागत की एक प्रतिशत निर्धारित की गई है।

भवन एवं अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम 1996 की धारा 3 के अधीन संदेय उपकर के निर्धारण उपरांत निर्दिष्ट समयावधि में संदेय नहीं किये जाने की स्थिति में छत्तीसगढ़ भवन और अन्य सन्निर्माण कर्मकार (नियोजन तथा सेवा-शर्तों का विनियमन) नियम 2008 के नियम 8 के अंतर्गत दो प्रतिशत मासिक की दर से ब्याज संदाय किये जाने का प्रावधान है।

अधिनियम के उक्त प्रावधानों का समुचित परिपालन सुनिश्चित किये जाने तथा प्रक्रिया में सरलता एवं सुविधा की दृष्टि से माह नवंबर 2014 से श्रम विभाग के वेबसाईट www.cglabour.nic.in में Online Payment Gateway /NEFT/E-banking के माध्यम से उपकर का संग्रहण किया जा रहा है। उक्त प्रक्रिया से उपकर की राशि जमा किए जाने हेतु श्रम विभागीय वेबसाईट www.cglabour.nic.in के लिंक में जाकर “ छत्तीसगढ़ भवन एवं अन्य सन्निर्माण ” के Option को क्लिक कर सर्वप्रथम रजिस्ट्रेशन User ID एवं Password जनरेट कर लॉगिन करना होता है। तदुपरांत निर्माण कार्य से संबंधित आवश्यक प्रविष्टियाँ यथा—नियोजक का नाम, पता, ठेकेदार का नाम, पता, निर्माण कार्य का विवरण, कार्य का नाम, वर्क आर्डर क्रमांक, कार्य स्थल, निर्माण लागत राशि, देय उपकर की राशि, संबंधी आवश्यक प्रविष्टियाँ करने के पश्चात् क्रेडिट/डेबिट कार्ड से निर्धारित उपकर का ऑनलाईन भुगतान किया जा सकता है, अथवा Online चालान फार्म के ऑप्शन में जाकर ई—चालान जनरेट कर चालान का प्रिन्ट निकाल कर उपकर राशि का चैक चालान के साथ संलग्न किया जाकर RTGS/NEFT के माध्यम से भी बैंक में राशि जमा की जा सकती है। उक्त चालान 07 दिवस के लिए वैध होता है तथा बैंक से उसकी पावती भी प्राप्त की जा सकती है।

अतः अनुरोध है कि आपके विभाग के अधीन सीधे अथवा ठेकेदारों के माध्यम से करवाए जाने वाले समस्त निर्माण कार्यों पर अधिनियम के उक्त प्रावधानों के अनुरूप उपकर राशि विभागीय वेबसाईट www.cglabour.nic.in के माध्यम से Online Payment Gateway अथवा ई—चालान के माध्यम से मण्डल के खाते में जमा करवाए जाने हेतु आपके समस्त अधीनस्थ कार्यालयों को निर्देशित करने का कष्ट करें।

हस्ता/—
(अन्बलगन पी.)
सचिव

छत्तीसगढ़ शासन श्रम विभाग

क्रमांक/बीओसी/2021/841-845
प्रतिलिपि :-

अटल नगर रायपुर दिनांक 19.02.2021

1. समस्त विभागाध्यक्ष, छत्तीसगढ़ की ओर आवश्यक कार्यवाही हेतु प्रेषित ।
2. श्रमायुक्त, श्रमायुक्त कार्यालय द्वितीय तल इन्द्रावती भवन अटल नगर रायपुर की ओर सूचनार्थ प्रेषित ।
3. समस्त संभागायुक्त छत्तीसगढ़ ।
4. समस्त कलेक्टर छत्तीसगढ़ ।
5. सचिव, छत्तीसगढ़ भवन एवं अन्य सन्निर्माण कर्मकार कल्याण मण्डल अटल नगर रायपुर की ओर सूचनार्थ प्रेषित ।

हस्ता/—
सचिव
छत्तीसगढ़ शासन श्रम विभाग

वित्त निर्देश 39/2013

छत्तीसगढ़ शासन
वित्त एवं योजना विभाग
मंत्रालय,
महानदी भवन, नया रायपुर

ज्ञाप क्रमांक 243/वि/नि/चार/2013
प्रति,

नया रायपुर,

दिनांक 06 जुलाई, 2013

शासन के समस्त विभाग,
अध्यक्ष, राजस्व मण्डल, बिलासपुर,
समस्त विभागाध्यक्ष,
समस्त संभागीय आयुक्त,
समस्त जिलाध्यक्ष,
छत्तीसगढ़ ।

विषय:— राज्य में प्रोक्योरमेंट एवं कार्य संबंधी निविदाओं में सत्यनिष्ठा संधि(Integrity Pact) लागू करना ।

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राज्य शासन द्वारा प्रोक्योरमेंट एवं कार्य संबंधी खुली निविदाओं में पारदर्शिता सुनिश्चित करने हेतु शासन के सभी विभागों, अधीनस्थ कार्यालयों, मंडलों, निकायों एवं राज्य के सार्वजनिक क्षेत्र के उपक्रमों में "सत्यनिष्ठा संधि" (**Integrity Pact**) लागू करने का निर्णय लिया गया है । इसे सामग्री एवं सेवा के प्रोक्योरमेंट, सरकारी नीलामी तथा निर्माण कार्य (**Works contract**) संबंधी निविदा में परिशिष्ट (Annexure) के रूप में शामिल करना होगा ।

2. सत्यनिष्ठा संधि का स्वरूप

2.1 सत्यनिष्ठा संधि सार्वजनिक क्षेत्र के क्रेता (Buyer) एवं निजी क्षेत्र के विक्रेता (**Bidder - बोलीदाता**) के बीच बीड एवं अनुबंध के पूर्व (**pre-bid, pre-contract**) की जाने वाली एक तरह की सहमति है , जिसके द्वारा दोनों पक्ष यह मान्य करते हैं कि प्रोक्योरमेंट में किसी भी स्तर पर अनुबंध हासिल करने के लिये प्रत्यक्ष या अप्रत्यक्ष रूप में न तो रिश्वत लेंगे या देंगे और न ही किसी अन्य भ्रष्ट माध्यम का सहारा लेंगे ।

3. सत्यनिष्ठा संधि लागू करने का उद्देश्य

- 3.1 प्रोक्योरमेंट की प्रक्रिया में क्रेता एवं निविदा कर्ता पर समुचित उत्तरदायित्व सौंपते हुए पारस्परिक सन्निष्ठा की नीतियों का बेहतर क्रियान्वयन सुनिश्चित करना ।
- 3.2 प्रोक्योरमेंट प्रक्रिया को और स्वच्छ एवं परदर्शी बनाना तथा गुणवत्ता सुनिश्चित करना ।
- 3.3 प्रतिस्पर्धात्मक दर पर क्रय द्वारा शासन का आर्थिक हित सुनिश्चित करना ।
- 3.4 लोक सेवकों को लोककार्य में पारदर्शिता के प्रति सचेत करना ।

3.5 शासन के प्रति निवेशकों का विश्वास बढ़ाना

4. सत्यनिष्ठा संधि के मुख्य तत्व

4.1 यह सार्वजनिक क्षेत्र के क्रेता (Buyer) जो सामग्री आपूर्ति, लोक निर्माण, कनसलटेंसी या किसी सेवा अनुबंध, शासकीय नीलामी के लिये खुली निविदा आमंत्रित करते हैं तथा निजी क्षेत्र के प्रतिभागी (bidder), जो निविदा प्रस्तुति करते हैं, के बीच किया जाएगा ।

4.2 इसमें सार्वजनिक क्षेत्र का क्रेता यह वचन (Undertaking) देता है कि उसके अधिकारी प्रत्यक्ष या अप्रत्यक्ष किसी भी रूप में रिश्त अथवा उपहार की मांग नहीं करेंगे न प्राप्त करेंगे तथा उनके द्वारा उल्लंघन की स्थिति में समुचित दंड के भागी होंगे ।

4.3 सभी बोलीदाता यह वचन देंगे कि संदर्भित अनुबंध/निविदा के संबंध में न तो उन्होंने रिश्त दिया है न देंगे और उल्लंघन की स्थिति में समुचित दंड के भागी होंगे ।

4.4 सभी बोलीदाता यह वचन देंगे कि उनके द्वारा नियुक्त प्रतिनिधि/एजेंट, विदेशी प्रिंसिपल/सहयोगी का नाम एवं पता तथा उन्हें किये गये सभी भुगतानों का खुलासा किया जायेगा ।

4.5 बोलीदाता द्वारा बीड प्रस्तुत करते समय या अनुबंध के पहले किसी भी स्तर पर क्रेता के अधिकारी, उसके परिवार या किसी प्रतिनिधि को किये गये किसी भी प्रकार के भुगतान तथा बदले में प्राप्त की गई सेवा की जानकारी उपलब्ध कराया जायेगा ।

4.6 बोलीदाता यह वचन देगा कि प्रस्तावित दर से कम दर पर उसने समरूप उत्पाद हाल ही में किसी अन्य संस्थान को नहीं उपलब्ध कराया है ।

5. **स्वतंत्र बाहरी मानीटर्स (Independent External Monitors)**

5.1 यह सुनिश्चित करने के लिए कि सत्यनिष्ठा संधि की व्यवस्था का अनुपालन क्रेता एवं विक्रेता द्वारा समुचित रूप में किया जा रहा है, स्वतंत्र एवं निष्पक्ष बाहरी मानीटर्स का प्रावधान किया जाएगा । ये स्वतंत्र बाहरी मानीटर्स इस व्यवस्था के लिए निगरानी का कार्य करेंगे ।

5.2 इन्हें प्रोक्योरमेंट प्रक्रिया के विभिन्न स्तरों जैसे कि परियोजना प्रस्ताव का निर्माण, बोली की प्रक्रिया, अनुबंध प्रदाय करना एवं निर्माण के समय प्रक्रिया से संबंधित दस्तावेजों/सूचनाओं का अवलोकन करने का अधिकार होगा ।

5.3 यदि किसी मामलों में प्रोक्योरमेंट की प्रक्रिया पर अनुचित व्यवहार (Unjust Practices) के प्रभाव पड़ने की सूचना प्राप्त होती है तो उसके संदर्भ में मानीटर्स शासन के सक्षम अधिकारी को अपनी रिपोर्ट भेज सकेंगे ।

5.4 सामान्यतः मानीटर्स के रूप में शासन या सार्वजनिक क्षेत्र के उपक्रमों से अवकाश प्राप्त वरिष्ठ अधिकारी नियुक्त किये जाएंगे ।

5.5 स्वतंत्र मानीटर्स की नियुक्ति एवं कार्यक्षेत्र के संबंध में वित्त विभाग द्वारा अलग से निर्देश जारी किया जाएगा ।

6. उपर्युक्त निर्णय अनुसार राज्य शासन के विभागों, अधीनस्थ कार्यालयों, निगमों/मंडलों, निकायों, स्वायत्ततासी संस्थाओं एवं सार्वजनिक क्षेत्र के उपक्रमों द्वारा भविष्य में जारी किए जाने वाले समस्त प्रोक्योरमेंट, सेवा, शासकीय नीलामी एवं निर्माण कार्य (works contract) संबंधी खुली निविदाओं / प्रस्तावों (requests for proposal) के प्रपत्रों के साथ

सत्यनिष्ठा संधि के प्रावधानों का परिषिष्ट शामिल किया जाएगा । इस हेतु सत्यनिष्ठा संधि का प्रारूप संलग्न है ।

7. कृपया समस्त प्रशासकीय विभाग अपने अधीनस्थ कार्यालयों एवं संस्थाओं में उपरोक्त निर्णय का पालन सुनिश्चित कराएं ।

संलग्न :- सत्यनिष्ठा संधि का प्रारूप ।

हस्ता / -

(डी.एस.मिश्र)

अपर मुख्य सचिव

वित्त एवं योजना विभाग

दिनांक 06 जुलाई 2013

पृ0 क्रमांक 244 / वि / नि / चार / 2013

नया रायपुर,

प्रतिलिपि:-

1. राज्यपाल के सचिव, राजभवन, रायपुर
 2. सचिव, छत्तीसगढ़ विधानसभा सचिवालय
 3. सचिव, मुख्यमंत्री सचिवालय, नया रायपुर
 4. रजिस्ट्रार जनरल / महाधिवक्ता / उपमहाधिवक्ता, छत्तीसगढ़ उच्च न्यायालय, बिलासपुर
 5. सचिव, छत्तीसगढ़ लोक सेवा आयोग / मानवाधिकारी आयोग / राज्य निर्वाचन आयोग / लोक आयोग, रायपुर
 6. निज सचिव / निज सहायक, मंत्री / राज्यमंत्री, छत्तीसगढ़, नया रायपुर
 7. महालेखकारी, छत्तीसगढ़, रायपुर
 8. मुख्य सचिव के स्टाफ आफीसर, मंत्रालय, नया रायपुर
 9. प्रमुख सचिव, वित्त के स्टाफ आफीसर, मंत्रालय, नया रायपुर
 10. आयुक्त जनसंपर्क संचालनालय, रायपुर
 11. आवासीय आयुक्त, छत्तीसगढ़ भवन, नई दिल्ली
 12. राज्य सूचना आयुक्त, निर्मल छाया भवन, शंकर नगर, रायपुर
 13. समस्त सचिव / विशेष सचिव / संयुक्त सचिव / उप सचिव / अवर सचिव एवं समस्त शाखा, वित्त विभाग, मंत्रालय, नया रायपुर
 14. आयुक्त, कोष, लेखा एवं पेंशन, छत्तीसगढ़, रायपुर
 15. मुख्य लेखाधिकारी, मंत्रालय, नया रायपुर
 16. समस्त संभागीय संयुक्त संचालक, कोष, लेखा एवं पेंशन, छत्तीसगढ़
 17. समस्त कोषालय अधिकारी, जिला / सिटी कोषालय, छत्तीसगढ़
 18. समस्त प्राचार्य, लेखा प्रशिक्षण शाला, रायपुर / बिलासपुर, छत्तीसगढ़
 19. संचालक, शासकीय लेखन सामग्री एवं मुद्रण, रायपुर
 20. समस्त मान्यता प्राप्त कर्मचारी संघ, छत्तीसगढ़
 21. संचालक, वित्तीय प्रबंध एवं सूचना प्रणाली, नया रायपुर को वित्त विभाग की वेबसाइट www.cgfinance.nic.in में अपलोड करने हेतु
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित ।

हस्ता / -

(एस.के. चक्रवर्ती)

उप सचिव

छत्तीसगढ़ शासन, वित्त विभाग

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- 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 (herein after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is 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.

1. 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 the 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 specifications 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 BUYERS

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 part 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 so 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.

4. **COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means 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, favour, 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 of forbearing to do or 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 favour or disfavour 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.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments;
 - (i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER)on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (In pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the buyer, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be 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 case 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 Government servant, but does not include a child or step child who is no longer in any way 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 dependant 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/Subcontractor(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.
- 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 Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible held 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 seat 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 case 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.....

BUYERBIDDER

Name of Officer
Designation
Department/PSU

CHIEF EXECUTIVE OFFICER

WitnessWitness

1).
.....

1).....
.....

2)
.....

2)
.....

**छत्तीसगढ़ शासन
जल संसाधन विभाग
मंत्रालय
महानदी भवन, नवा रायपुर अटल नगर
// आदेश //**

अटल नगर, दिनांक 29.01.2022

क्रमांक 318/एफ-7-7/31/एस-2/2021 : राज्य शासन एतद् द्वारा आदेश क्रमांक 3169/एफ-7-7/31/एस-2/2001, दिनांक 16.09.2020 को जारी निविदा पूर्व अर्हता हेतु निर्धारित मापदण्ड में निम्नानुसार संशोधन करता है :-

वर्तमान प्रावधान	संशोधित प्रावधान
1. रु. 3 करोड़ तक की निविदाओं में कोई निविदा पूर्व अर्हता की आवश्यकता नहीं है।	1. रु. 1 करोड़ तक की निविदाओं में कोई निविदा पूर्व अर्हता की आवश्यकता नहीं है।
2. रु. 3 करोड़ से अधिक राशि की निविदाओं में वित्तीय एवं भौतिक अर्हता (अ) भौतिक मात्रा (ब) टर्न ओवर (स) बिड क्पेसिटी की अनिवार्यता है।	2. रु. 1 करोड़ से 2 करोड़ तक की निविदाओं में बिड क्पेसिटी की अनिवार्यता है। 3. रु. 2 करोड़ से अधिक राशि की निविदाओं में वित्तीय एवं भौतिक अर्हता (अ) भौतिक मात्रा (ब) टर्न ओवर (स) बिड क्पेसिटी की अनिवार्यता है।

यह आदेश जारी होने की तिथि से तत्काल प्रभाव से लागू होगा।

**छत्तीसगढ़ राज्यपाल के नाम से तथा
आदेशानुसार**

सही /-
(प्रेमसिंह घरेन्द्र)
अवर सचिव
जल संसाधन विभाग
मंत्रालय, अटल नगर

पृ.क्र. 319/एफ-7-7/31/एस-2/2021

अटल नगर, दिनांक 29.01.2022

प्रतिलिपि :-

1. निज सचिव, माननीय मंत्रीजी, जल संसाधन विभाग, मंत्रालय, नवा रायपुर, अटल नगर
2. निज सहायक, सचिव, जल संसाधन विभाग, मंत्रालय, नवा रायपुर, अटल नगर
3. प्रमुख अभियंता, जल संसाधन विभाग, शिवनाथ भवन, नार्थ ब्लॉक, सेक्टर-19, नवा रायपुर, अटल नगर
4. समस्त मुख्य अभियंता, जल संसाधन विभाग, रायपुर/बिलासपुर/अंबिकापुर
5. समस्त अधीक्षण अभियंता, जल संसाधन विभाग, छत्तीसगढ़.

अवर सचिव
जल संसाधन विभाग
मंत्रालय, अटल नगर

क्रमांक 4211220 / निविदा / सर्कू / भाग-4 / 12425

कार्यालय प्रमुख अभियंता,
जल संसाधन विभाग, सिहावा भवन,
छत्तीसगढ़, रायपुर

रायपुर, दिनांक 06.09.2016

प्रति,

मुख्य अभियंता,

1. महानदी परियोजना, रायपुर।
2. महानदी गोदाबरी कछार, रायपुर।
3. हसदेव कछार, लासपुर।
4. मिनीमाता(हसदेव)बांगो परियोजना, बिलासपुर।
5. हसदेव गंगा कछार, अम्बिकापुर।

विषय :- निविदा आमंत्रण हेतु दिशा निर्देश ।

संदर्भ :- इस कार्यालय का पत्र क्र. 425001 / नि.प्र. / 2016 / 6524, दिनांक 17.05.2016

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उपरोक्त विषय में इस कार्यालय के सन्दर्भित पत्र द्वारा दिनांक 01.08.2016 से आमंत्रित की जाने वाली निविदाओं के प्री-क्वालीफिकेशन बिड में इस कार्यालय से टेकेदारों को जारी किये जाने वाले भौतिक मात्रा निष्पादन व वित्तीय टर्न ओव्हर प्रमाण-पत्र के आधार पर स्वीकार करना अनिवार्य किया गया है।

इसी निरन्तरता में यह अनिवार्य किया जाता है कि निविदा में भाग लेने वाले फर्म/कंपनी से उक्त निविदा प्रपत्र (Envelope-B) में प्रमाण-पत्र व विभिन्न प्रपत्रों के अतिरिक्त उनके फर्म/कंपनी के स्थापन (Formation) से संबंधित दस्तावेज (By laws / Deed of Partnership) संलग्न करें तथा सनिश्चित करें कि संबंधित निविदा में भाग लेने वाला निविदाकार एक से अधिक निविदाकार के रूप में भाग नहीं ले रहा है।

उक्त निर्देश का पालन तत्काल प्रभाव से अनिवार्य किया जाता है।

सहपत्र: शून्य ।

सही /—
प्रमुख अभियंता,
जल संसाधन विभाग,
छत्तीसगढ़, रायपुर

पृ. क्रमांक 4211220 / निविदा / सर्कू / भाग-4 / रायपुर,
प्रतिलिपि :-

दिनांक 06.09.2016

सचिव, छत्तीसगढ़ शासन, जल संसाधन विभाग, मंत्रालय, महानदी भवन,
(छत्तीसगढ़ की ओर सादर सूचनार्थ सम्प्रेषित)।

सहपत्र: शून्य ।

सही /—
प्रमुख अभियंता,
जल संसाधन विभाग,
छत्तीसगढ़, रायपुर

प्रमाण पत्र

प्रमाणित किया जाता है कि, निर्माण
कार्य के ठेकेदार द्वारा
(Construction and Demolition Waste Management Rules 2016) के प्रावधान
के अनुरूप निर्माण अपशिष्ट/मलबा का पूर्ण रूप से भलीभांति
व्यवस्थापन कर दिया गया है।

हस्ताक्षर

सरपंच/नगर पंचायत अध्यक्ष/
/नगर पालिका अध्यक्ष/नगर निगम अध्यक्ष

क्रमांक 4211220 / निविदा / सर्कू / भाग-4 / 16725
कार्यालय प्रमुख अभियंता,
जल संसाधन विभाग, सिहावा भवन,
छत्तीसगढ़, रायपुर

रायपुर, दिनांक 02.11.2017

प्रति,

मुख्य अभियंता,

1. महानदी परियोजना, रायपुर।
2. महानदी गोदाबरी कछार, रायपुर।
3. हसदेव कछार, लासपुर।
4. मिनीमाता(हसदेव)बांगो परियोजना, बिलासपुर।
5. हसदेव गंगा कछार, अम्बिकापुर।

विषय :-

अनेक निविदाकारों द्वारा एक ही कम्प्यूटर के माध्यम से निविदा प्रस्तुत किये जाने बाबत।

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उपरोक्त विषय में यह देखने में आ रहा है कि, जल संसाधन विभाग में आमंत्रित की जा रही निविदाओं में से किसी-किसी निविदा में एक से अधिक निविदाकारों द्वारा एक ही कम्प्यूटर का उपयोग करते हुए निविदा प्रस्तुत किया जा रहा है। निविदाकारों द्वारा अपनायी जाने वाले इस प्रक्रिया से जहां एक ओर निविदा प्रक्रिया दूषित होती है वहीं दूसरी ओर कार्टलाईजेशन की आशंका उत्पन्न होती है। इससे निविदाओं में स्वस्थ प्रतियोगिता प्रभावित होती है। उक्त स्थिति के परिप्रेक्ष्य में निविदाकारों के लिए दिशा-निर्देश जारी किया जा रहा है। तदनुसार आपकी संरचना अंतर्गत समस्त संभागीय कार्यालयों के माध्यम से निविदा में भाग वाले निविदाकारों को सूचित करने की व्यवस्था करें कि—

आमंत्रित निविदा में भाग लेने वाले निविदाकार यह सुनिश्चित करें कि किसी एक निविदा विशेष के लिए अपना प्रस्ताव निविदा प्रस्तुत करने हेतु वह जिस कम्प्यूटर का उपयोग कर रहा है, उस कम्प्यूटर का उपयोग उसके अतिरिक्त अन्य कोई निविदाकार उसी निविदा के लिये नहीं करेगा। निविदाकार यह भी सुनिश्चित करें कि, यदि वह बाजार के सायबर कैफे के माध्यम से निविदा प्रस्तुत कर रहा है तो उसके कम्प्यूटर का उपयोग उसके पूर्व किसी अन्य निविदाकार द्वारा नहीं किया गया है।

उक्त निर्देशों की अवहेलना होने की स्थिति पाये जाने पर संबंधित निविदाकारों जिनके द्वारा एक निविदा में एक ही कम्प्यूटर का उपयोग करना पाया जायेगा, उन सभी के निविदा प्रस्तावों को अयोग्य निविदा मानते हुए उन्हें अपात्र किया जाएगा। इसके अतिरिक्त संबंधित निविदाकारों के विरुद्ध छत्तीसगढ़ शासन, लोक निर्माण विभाग, मंत्रालय, रायपुर के आदेश क्र. एफ-5-8/19/2013/निविदा दिनांक 29.10.2014 के प्रावधानों के अनुसार कार्यवाही की जायेगी।

यह भी निर्देश है कि, इन दिशा-निर्देशों की जानकारी निविदाकारों को उनके ई-मेल/ व्हाट्सएप आदि के माध्यम से तुरंत दी जाये।

सहपत्र: शून्य ।

सही /—
प्रमुख अभियंता,
जल संसाधन विभाग,
छत्तीसगढ़, रायपुर

पृ. क्रमांक 4211220 / निविदा / सर्कू / भाग-4 / रायपुर,

दिनांक 02.11.2017

प्रतिलिपि :-

1. सचिव, छत्तीसगढ़ शासन, जल संसाधन विभाग, मंत्रालय, महानदी भवन, (छत्तीसगढ़) की ओर सादर सम्प्रेषित।
2. मुख्य अभियंता (प्रबोधन), कार्यालय प्रमुख अभियंता, जल संसाधन विभाग, सिहावा भवन, रायपुर की ओर सूचनार्थ प्रेषित।
3. मुख्य अभियंता निविदा दक्षता प्रकोष्ठ, कार्यालय प्रमुख अभियंता, जल संसाधन विभाग, सिहावा भवन, रायपुर की ओर सूचनार्थ प्रेषित।
4. कार्यपालन अभियंता, सूचना प्रबंधन प्रणाली (MIS), कार्यालय प्रमुख अभियंता, जल संसाधन विभाग, स्टेट डाटा सेंटर, सिहावा भवन, रायपुर की ओर उपरोक्त निर्देशों के प्रचार प्रसार हेतु अग्रेषित।

सहपत्र: शून्य ।

सही /—
प्रमुख अभियंता,
जल संसाधन विभाग,
छत्तीसगढ़, रायपुर

(To be typed on a non judicial stamp paper of Rs. 1000/-)

ANNEXURE V

Indemnity Bond (see clause 4.3.17.1 of agreement)

(To be used by Contractor only for works other than annual repair works duly notarized)

1. In consideration of the Government of Chhattisgarh (here in after called the government having agree to issue work order for the work (name) to the (Name of Contractor) (herein after called the contractor(s) under the terms and condition of an agreement dated made between for the work (Here in after called the said agreement) for the due fulfillment of the liability by the said contractor(s) of the terms and conditions contained in the said agreements agree to execute this indemnity bond for Rs. Rupees (in words) only.
2. I/We the contractor do here by undertake to pay the Government, an amount not exceeding Rs. 5% of the contract value i.e. Rs. (in words) against any loss or damage caused to or would be caused to or suffered by the Government, by reasons of the terms or conditions contained in the said agreement under clause 4.3.17.1.
3. I/We (.) do here by also undertake to pay the amount due and payable under this bond without any demur merely on demand from the Government stating the amount claimed is due by way of loss or damage caused to or would to be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the contractor(s) failure to perform the said agreement. Any such demand made by the Engineer-in-Charge shall be conclusive, as regards the amount due and payable under this bond, However our liability under this Bond shall be restricted to an amount not exceeding Rs. (5% of contract value).
4. I/We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the us in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under.
5. I/We (.) further agree that the indemnity given contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and also upto a period of 5 years (60 months) from the date of completion certificate of our contract and it shall continue to be enforceable till all the dues to the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged.
6. This Indemnity will not be discharged due to the change in the constitution of the contractor(s).
7. I/We (.) lastly under take not to revoke this Indemnity during its currency except with the previous consent of the Government in writing :-

Signed on Dated day of

..... for ()

Witness

(1)

(Signature)

Authorised Signatory

(2)

छत्तीसगढ़ शासन
जल संसाधन विभाग
मंत्रालय
महानदी भवन, नवा रायपुर अटल नगर
// आदेश //

अटल नगर, दिनांक 16.09.2020

क्र. 3169/एफ-7-7-31/एस-2/2001 : राज्य शासन एतत् द्वारा वर्तमान में प्रचलित निविदा प्रपत्र की कंडिका एवं निविदा पूर्व अर्हता की कंडिकाओं में निम्नानुसार संशोधन करता है :-

1. निविदा प्रपत्र की कंडिका 4.3.1 -

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
4.3.1	<p>The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include, his heirs, executors, administrators, representatives and assigns) shall permit the Government at the time of making any payment to him for work done under the contract to deduct an amount equal to five percent of the probable money so payable till such sum with the earnest money deposited by him totals five percent, of the probable amount of contract orpercent of the cost of the work executed when the same exceeds the estimated amount of the contract .</p> <p>Such deductions shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the contractor by Govt. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in case or Govt. securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof .The security deposit referred to, when paid in cash may at the cost of the depositor, be converted into Interest Bearing Securities provided that the depositor has expressly desired this in writing.</p> <p>Note: - Any sum deposited in cash by the contractor or amount of deductions made under clause 4.3.1. above may, if the contractor so desires be converted into one of the recognised forms of, interest Bearing Securities to be approved by the Officer sanctioning the contract provided the amount to be converted is not below Rs. 1,000/- (One thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the Executive Engineer.</p>	<p>The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include, his heirs, executors, administrators, representatives and assigns) shall permit the Government at the time of making any payment to him for work done under the contract to deduct an amount equal to five percent of the probable money so payable till such sum with the earnest money deposited by him totals five percent, of the probable amount of contract orpercent of the cost of the work executed when the same exceeds the estimated amount of the contract .</p> <p>Such deductions shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the contractor by Govt. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in case or Govt. securities endorsed as aforesaid any sum or thereof. The security deposit referred to, when paid in cash may at the cost of the depositor, be converted into Interest Bearing Securities provided that the depositor has expressly desired this in writing. Any such conversion shall only be applicable after the issuance of completion certificate. The interest bearing securities shall be in conformance with the time block mentioned in clause 4.3.17.2</p> <p>Note: - Any sum deposited in cash by the contractor or amount of deductions made under clause 4.3.1. above may, if the contractor so desires be converted into one of the recognised forms of, interest Bearing Securities to be approved by the Officer sanctioning the contract provided the amount to be converted is not below Rs. 1,000/- (One thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the Executive Engineer. The interest bearing securities shall be converted only after issue of completion certificate and shall be in the time block as mentioned in clause 4.3.17.2</p>

2. निविदा पूर्व अर्हता की वित्तीय टर्नओवर के माप दण्ड में संशोधन (समान प्रकृति के कार्य) :-		
	To Qualify for award of the contract, each prime contractor in the same name and style (tenderer), in its name must have in the last five years Achieved in "any one financial year" a financial turnover (in all classes of civil engineering construction works) of construction work of at least 60% (sixty percent) of the probable amount of contract for which bid has been invited,	To Qualify for award of the contract, each prime contractor in the same name and style (tenderer), in its name must have in the last five years (a) Achieved in "any one financial year" a financial turnover (in all classes of civil engineering construction works) of construction work of at least 60% (sixty percent) of the probable amount of contract for which bid has been invited, (b) (i) Satisfactorily completed at least one similar work equal in value 50% (fifty percent) of the probable amount of contract as on date of submission of financial offer. OR (ii) Satisfactory completed at least two similar work each costing minimum 40% (forty percent) of the probable amount of contract for which the tender invited as on date of submission of financial offer.
3. निविदा पूर्व अर्हता हेतु निर्धारित निविदा राशि में वृद्धि :-		
	i. रु. 200.00 लाख राशि तक की निविदाओं में कोई निविदा पूर्व अर्हता की आवश्यकता नहीं है।	i. रु. 300.00 लाख राशि तक की निविदाओं में कोई निविदा पूर्व अर्हता की आवश्यकता नहीं है।
	ii. रु. 200.00 लाख से अधिक राशि की निविदाओं में वित्तीय एवं भौतिक अर्हता अ) भौतिक मात्रा संपादन, ब) टर्नओवर, स) बिड केपेसिटी की अनिवार्यता है।	ii. रु. 300.00 लाख से अधिक राशि की निविदाओं में वित्तीय एवं भौतिक अर्हता अ) भौतिक मात्रा संपादन, ब) टर्नओवर, स) बिड केपेसिटी की अनिवार्यता है।

यह आदेश जारी होने की तिथि से तत्काल प्रभाव से लागू होगा

छत्तीसगढ़ राज्यपाल के नाम से तथा
आदेशानुसार

सही/-
(वृन्दावन सेन)
अवर सचिव
जल संसाधन विभाग
मंत्रालय, अटल नगर

पृ.क्र. 3170/एफ-7-7-31/एस-2/2001,

दिनांक 16/09/2020

प्रतिलिपि :-

1. निज सचिव, माननीय मंत्रीजी, जल संसाधन विभाग, मंत्रालय, नवा रायपुर-अटल नगर
 2. निज सहायक, अतिरिक्त मुख्य सचिव, जल संसाधन विभाग, मंत्रालय, नवा रायपुर अटल नगर
 3. प्रमुख अभियंता, जल संसाधन विभाग, शिवनाथ भवन, नार्थ ब्लॉक सेक्टर-19, नवा रायपुर अटल नगर।
 4. समस्त मुख्य अभियंता, जल संसाधन विभाग, रायपुर/बिलासपुर/अम्बिकापुर
 5. समस्त अधीक्षण अभियंता, जल संसाधन विभाग, छत्तीसगढ़
- को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

सही/-
अवर सचिव
जल संसाधन विभाग
मंत्रालय, अटल नगर

छत्तीसगढ़ शासन
जल संसाधन विभाग
“मंत्रालय”

महानदी भवन, नवा रायपुर-अटल नगर

नवा रायपुर, दिनांक 30/09/2022

क्र. 4837/एफ-1-19-31/एस-2/2006/(नि.) : राज्य शासन एतद् द्वारा छत्तीसगढ़ कॉन्ट्रेक्टर एशोसिएशन की समस्याओं के समाधान के दृष्टिगत प्रमुख अभियंता की अनुशंसा पर पूर्व में जारी आदेश क्र. 4683/एफ-1-19-31/एस-2/2006/(नि.) नवा रायपुर, दिनांक 21/09/2022 को निरस्त करते हुए, निविदा प्रपत्र “फार्म-बी” की कंडिका 2.40.1, 2.40.3, 4.3.17.1, 4.3.17.2, 4.3.2(A), 4.3.3.3, 2.17.1 में निम्नानुसार संशोधन करता है :-

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
Appendix 2.10 Clause 2.40.1 (Price Adjustment)	<p>2.40.1 Price Adjustment :-</p> <p>No claim for price adjustment on account of any reason whatsoever shall be entertained if construction period as per notice inviting tenders is not more than 12 MONTHS. If construction period is more than 12 MONTHS the amount paid to the contractor for work shall be adjusted quarterly for increase or decrease in the rate of labour. Material and P.O.L. excepting those materials supplied by the Government from the date of issue of work order for this purpose, quarters would be January to march, April to June, July to September and October to December. End the month, date of opening tenders means the month / date prescribed in N.I.T. for opening the tender.</p> <p>(A) Labour : increase or decrease in the cost due to labour shall be calculated quarterly in accordance with following formula.</p> $VL = 0.75 \times \frac{PL}{100} \times R \times \frac{(L - Lo)}{Lo}$ <p>Where VL = Increase or decrease in the cost of work due to labour during the quarter. R = The value of work done in Rupees during the quarter. Lo = The average consumer price index for industrial workers. (Wholesale prices) as applicable at Bhilai C.G. (nearest place for which indices are published) for the month in which work order is issued. L = The average consumer price index for industrial works. (wholesale prices for the quarter) as applicable at Bhilai for the quarter under consideration. nearest place</p>	<p>2.40.1 Price Adjustment:-</p> <p>The contractor for work shall be adjusted for increase or decrease in the rate of labour. Material and P.O.L. except those materials supplied by the Government from the date of closing of bids.</p> <p>Note:-Price adjustment shall be applicable from date of closing of bids and up to stipulated period and validly extended period under clause 2.40.2.</p> <p>(A) Labour: Increase or decrease in the cost due to labour shall be calculated monthly in accordance with following formula.</p> $VL = 0.75 \times \frac{PL}{100} \times R \times \frac{(L - Lo)}{Lo}$ <p>Where VL = Increase or decrease in the cost of work due to labour during the period under consideration. R = The value of work done in Rupees during the period under consideration. Lo = The average consumer price index for industrial workers. (Wholesale prices) as applicable at Bhilai C.G. (nearest place for which indices are published) for the month in which bid is closed. L = The consumer price index for industrial works. (Wholesale prices for the period under consideration) as applicable at Bhilai for the period under consideration (nearest place for which indices are published or the period under consideration). PL = Percentage of labour component shall be 25% (Twenty five) only.</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
	<p>for which indices are published) or the quarter under consideration.) PL = Percentage of labour component shall be 30% (Thirty) only.</p> <p>(B) Materials : (other than P.O.L.) - The increase or decrease in cost materials other than those supplied by the Government at fixed rate shall be calculated quarterly accordance with following formula :-</p> $V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(M - M_o)}{M_o}$ <p>Where Vm = Increase or decrease in the cost of work due to such materials during the quarter. R = The value of work done in Rupees during the quarter. Mo = The index number of whole sale price in India (all commodities) for the month in which work order is issued. M = The average index number of whole sale price in India (all commodities) for the quarter Under consideration. Pm = Percentage of such material component which shall be 58% (Fifty eight) only.</p> <p>Note:- The index numbers of wholesale price in India (all commodities shall be published by the Government of India, Ministry of industry, Office of the Economic Adviser.</p> <p>(C) P.O.L. : the increase decrease in cost POL shall be calculate quarterly in accordance with following formula :-</p> $V_p = 0.75 \times \frac{P_p}{100} \times R \times \frac{(P - P_o)}{P_o}$ <p>Where Vp = Increase or decrease in the cost of work due POL during the quarter. R = The value of work done in Rupees during the quarter. Po = The price of index number of H.S.D. off. at Raipur on the date on which work order issued. P = The average index number of whole sale price in India (all commodities) for the quarter Under consideration. Pp = Percentage of P.O.L. component which shall be 12% (Twelve) only.</p>	<p>(B) Materials : (other than P.O.L.) - The increase or decrease in cost of materials other than those supplied by the Government at fixed rate shall be calculated monthly accordance with following formula :-</p> $V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(M - M_o)}{M_o}$ <p>Where Vm = Increase or decrease in the cost of work due to such materials during the period under consideration. R = The value of work done in Rupees during the period under consideration. Mo = The index number of whole sale price in India (all commodities) for the month in which bid is closed. M = The average index number of whole sale price in India (all commodities) for the period under consideration. Pm = Percentage of such material component which shall be 58% (Fifty eight) only.</p> <p>Note: - The index numbers of wholesale price in India (all commodities shall be published by the Government of India, Ministry of industry, Office of the Economic Adviser.</p> <p>(C) P.O.L. : the increase or decrease in cost of P.O.L. shall be calculated monthly in accordance with following formula</p> $V_p = 0.75 \times \frac{P_p}{100} \times R \times \frac{(P - P_o)}{P_o}$ <p>Where Vp = Increase or decrease in the cost of work due POL during the period under consideration. R = The value of work done in Rupees during the period under consideration. Po = The price of index number of H.S.D. at Raipur on the date of closing of bids. P = The average index number of whole sale price in India (all commodities) for the period under consideration. Pp = Percentage of P.O.L. component which shall be 17% (Seventeen) only.</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
Appendix 2.10 Clause 2.40.3	<p>2.40.3. For the purpose of price adjustment amount of work done (R in above formula's during each quarter) would mean value at work at completed items done plus value of the materials on which secured advance has been granted, less the value of the materials on which secured advance has recovered during the quarter.</p>	<p>2.40.3. For the purpose of price adjustment amount of work done (R in above formula's during each month) would mean value of work of completed items done plus value of the materials on which secured advance has been granted, less the value of the materials on which secured advance has recovered during the month under consideration.</p>
Appendix 2.14 A Clause 4.3.17.1 (Contractor liable for damage done and for general maintenance)	<p>4.3.17.1 Contractor liable for damage done and for general maintenance - 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 road, 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 is being executed, or any damage shall happen to the work while in progress or completed from any cause whatever, or any imperfections become apparent in it 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. The defect liability of the contractor shall remain valid upto a period of ten years from the date of completion. The contractor is liable for the general maintenance of the construction for which the certificate of its completion has been issued by the Engineer-in-Charge for a period of 10 (ten) years. The period of maintenance shall commence from the next date after the issue of completion certificate by the Engineer-in-charge. The purview of maintenance shall include general repair and upkeep of the structure/asset created under the agreement, maintaining the earthen embankments and canals to its required profiles, keeping those free from grass weed growth and vegetation incurring maintenance work in pitching, concrete, masonry, pipeline etc. or any creation under the agreement as directed by the Engineer-</p>	<p>4.3.17.1 Contractor liable for damage done and for general maintenance - 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, road, road kerbs, irrigation works, structures, 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 is being executed, or any damage shall happen to such work while in progress or completed from any cause whatsoever, or any imperfections become apparent in it after any 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. The defect liability of the contractor shall be valid upto a period of 12 months for annual repair works and period of 60 months for works other than annual repair from the date of issue of completion certificate. The security deposit withheld shall be released in two installments at the end of 36 months as described in clause 4.3.17.2 after issue of completion certificate. Further, the contractor is also responsible to make good, the defect described above for which he will indemnify the department by executing a bond of Sixty Months from the date of issue of completion certificate in the format as prescribed in Annexure V. The purview of maintenance shall include general/special repair and upkeep of the structure/asset created under the agreement, maintaining to its required profiles etc. Failing of contractor to make</p>

कड़िका	वर्तमान प्रावधान	संशोधित प्रावधान
	in-charge.	<p>good such defects in defect liability period as pointed out shall make him liable to pay the indemnity amount as prescribed in bond.</p> <p>Contractor's failure to repair or to pay the bond amount will make him liable of recovery of the amount from other running works or arrears of land revenue. Further, such contractor shall also be debarred for participating in any other tenders in the department, for one year in his individual/ partnership/ company/ LLP firm's capacity, no matter may be in his existing or new name and style.</p>
<p>Appendix 2.14 A Clause 4.3.17.2 (Release of Security Deposit)</p>	<p>4.3.17.2 Release of Security Deposit-</p> <p>The Security deposit of the contractor shall be refunded periodically in a block of two years in such a manner that after the completion of two years of maintenance period, 10% (ten percent) amount deducted under security deposit shall be released, likewise 25% (twenty five percent) in four years, 45% (forty five percent) in six years, 70% (Seventy percent) of the amount deducted shall be released by the Engineer-in-charge. The amount shall only be released after the Engineer-in-charge is fully satisfied with the extent and the quality of the work performed during the period of maintenance.</p> <p>The Engineer-in-charge may not release the amount that would be liable for release in due course of the contractor in any manner regarding repair, upkeep and general maintenance work or not discharged the direction of the Engineer-in-charge to its satisfaction.</p> <p>During ten (10) year maintenance period, if contractor fails to proceed with the maintenance work or does not make good the work balance amount of security deposit shall be forfeited and action for suspension/ demotion/non-renewal/de-registration of the contractors/firms shall be taken in accordance with the provisions contained in the Chhattisgarh PWD's order No. F-5-8/19/2013/tender, Dtd. 29.10.14. Further, the contractor shall also be debarred from participating in the tenders of the department for the period equivalent to the remaining period of maintenance.</p>	<p>4.3.17.2 Release of Security Deposit-</p> <p>For works being tendered as new work (whose administrative approval is given under new work), the Security deposit of the contractor shall be refunded in such a manner that 50% of Security deposit shall be released by the Engineer-in-charge after 18 months from issue of completion certificate and balance 50 % of Security deposit shall be released after completion of 36 months from issue of completion certificate. The Security deposit of the contractor for annual repair (those work which are executed under the head annual repair) works shall be refunded after completion of 12 months. The amount shall only be released by the Engineer-in-charge after he is fully satisfied with the structural soundness of the works executed under the agreement at the end of defect liability period.</p>
<p>Appendix 2.14 A Clause 4.3.2(A) (Compensation)</p>	<p>4.3.2 (A) Compensation for delay -</p> <p>The time allowed for carrying out work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order</p>	<p>4.3.2 (A) Compensation for delay -</p> <p>The time allowed for carrying out work as entered in the tender shall be strictly adhered to the contractor and shall be reckoned from the date on which the order</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
for delay)	<p>to commence the work is given to the contractor. The work shall throughout the stipulated period o the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/ Superintending Engineer/ Chief Engineer may decide, on the amount of estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one sixth of the whole of the work before one fourth of the whole time allowed under the contractor has elapsed two fifth of the work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/ Superintending Engineer/Chief Engineer may decide on the said estimated cost of the work whole work for every day that the due quantity of the work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed eight percent of the estimated cost of the work as shown in the tender.</p>	<p>to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be preceded with all due diligence. Time is deemed to be the essence of the contract. To ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete. One sixth of the whole work before one fourth of the whole time allowed under the contract has elapsed, two fifth of the work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/ Superintending Engineer/Chief Engineer may decide on the said estimated cost of the work whole work for every day that the due quantity of the work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 8% (eight percent) of the estimated cost of the work as shown in the tender.</p> <p>Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money and security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, from other contract agreements in the department and from available security or shall be recovered as "Arrears of land revenue". The decision of the competent authority in the matter of grant of extension of time only shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay-once such an order is passed by him (on each extension application of the contractor) it shall not be open for a revision. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
		deposit and shall be refunded, if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any failing which the compensation amount shall be forfeited in favour of the Government.
Appendix 2.14 A Clause 4.3.3.3	<p>4.3.3.3. To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and 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 Divisional Officer 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 work is carried out at lower rates, the contractor shall not be entitled for any refund on this account. Savings, if any, shall go to the Government.</p> <p>In the event of any of the above courses being adopted by the Divisional Officer, the Contractor shall have no claim to compensation, for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the 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 Sub-Divisional/ Divisional Officer 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.</p>	4.3.3.3. :- Deleted
Appendix 2.10 A Clause 2.17.1	<p>2.17.1. The financial bid offered by the contractor shall be inclusive of royalties, all direct and indirect taxes of central and state governments i.e. GST (Goods and Services Tax), income tax and cess and local taxes as applicable. The contractor shall have to pay all applicable taxes and cess for the performance of his contract. The government</p>	<p>2.17.1.Taxes: 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, including GST (Goods and Services Tax), that the Contractor Shall have to pay for the performance of his Contract. The Governments will perform such</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
	shall deduct such taxes at source as per applicable law. If any "New Tax" (not increase or decrease in existing taxes, duties, royalties, cess and surcahrge etc.) is levied on the contractor, the Engineer in charge shall reimburse the amount of such 'New Tax' on submission of proof of such payments of tax by the contractor.	duties in regard to the deduction of such taxes at source as per applicable law. The contractor there upon necessarily and properly pay all the taxes/levies/cess/royalties/GST, as per law of the land. 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. यह आदेश जारी होने की तिथि से तत्काल प्रभाव से लागू होगा।

सही /—
(प्रेमसिंह घरेन्द्र)
अवर सचिव
छत्तीसगढ़ शासन
जल संसाधन विभाग

पृ.क्र. 4838/एफ-1-19-31/एस-2/2006 (नि.)

नवा रायपुर, दिनांक 30/09/2022

- विशेष सहायक, माननीय मंत्रीजी, छ.ग. शासन, जल संसाधन विभाग, मंत्रालय, नवा रायपुर अटल नगर।
- निज सचिव, सचिव, छ.ग. शासन, जल संसाधन विभाग, मंत्रालय महानदी भवन नवा रायपुर अटलनगर।
- सचिव, छ.ग. शासन, वित्त विभाग, मंत्रालय, महानदी भवन, नवा रायपुर अटलनगर।
- महालेखाकार, छत्तीसगढ़, जीरो प्वाइंट, बलौदाबाजार रोड, रायपुर।
- प्रमुख अभियंता, जल संसाधन विभाग, शिवनाथ भवन, सेक्टर-19, नवा रायपुर अटल नगर।
- मुख्य अभियंता, कछार/परियोजना, रायपुर/बिलासपुर/अंबिकापुर को सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित।

सही /—
(प्रेमसिंह घरेन्द्र)
अवर सचिव
छत्तीसगढ़ शासन
जल संसाधन विभाग

छत्तीसगढ़ शासन
जल संसाधन विभाग
मंत्रालय

ANNEXURE - Y

महानदी भवन, नवा रायपुर-अटल नगर

क्र. 1664 / एफ-7-7 / एस-2 / 31 / 2001

नवा रायपुर, दिनांक 09 / 04 / 2025

प्रति,

प्रमुख अभियंता,
जल संसाधन विभाग,
शिवनाथ भवन, सेक्टर-19,
नवा रायपुर - अटल नगर (छ.ग.).

विषय :- विभाग के निविदा कार्यों में उपयोग किये जा रहे निविदा प्रपत्र फार्म-बी की कंडिकाओं में संशोधन बाबत।

संदर्भ :- आपका पत्र क्र. 4211220 / नि. / सर्कु. / अस्थायी / पार्ट-2 / 2023-24 / 522 दि. 10.01.25.

उपरोक्त विषयांतर्गत राज्य शासन एतद् द्वारा संदर्भित पत्र में आपकी अनुशंसा अनुसार निविदा प्रपत्र फार्म-बी Envelop - C (NIT Part II) की कंडिका 2.1.1 (Envelop - B should contain scanned copies) का बिंदु क्रमांक 4 तथा Envelop B (PQ Document Part II - INFORMATION AND INSTRUCTION TO THE TENDERERS) की कंडिका 4.0 (Envelop - B should contain scanned copies) का बिंदु क्रमांक 4 एवं "Use of Reinforcement steel (TMT Re-Bars) & structural steel manufactured in an integrated steel plant for upcoming and ongoing projects in this department" के संबंध में प्रमुख अभियंता द्वारा जारी आदेश दि. 19.09.2011 को विलोपित एवं निविदा प्रपत्र फार्म-बी (Envelop - C) के "Information and Instruction for tenderers before submission of tender" अंतर्गत नवीन कंडिका 2.51 "All documents submitted by the bidder shall be considered as digitally signed by the bidders" को प्रतिस्थापित करने के साथ ही Annexure III के Footnote में निम्नानुसार संशोधन करता है :-

वर्तमान प्रावधान	अनुमोदित प्रावधान
<p>Note</p> <p>1 The above details should be supported by the relevant documents duly self attested as well as attested by the any Gazetted Officer. Certificate of work executed and work in hand submitted by the bidder shall be certified by the officer not below the rank of Executive Engineer</p> <p>2 Any agreed works which have not been started due to any reason shall be considered in the category of work in hand</p> <p>3 Participating tenderer shall have to furnish the details of being lowest bidder in other tenders under consideration.</p> <p>4 Any tenderer, if participates in more than one tender at any given point of time, his price bid shall be opened one by one. If he is found lowest bidder (L1) in opening of first tender, his tendered amount shall be taken for consideration for evaluation of his bid capacity for the next tender to be opened in which he has participated. If the bid capacity is found less than the required bid amount his price bid for this tender shall not be opened. Moreover such tenderer shall further be ineligible for tenders in which he has participated in case his bid capacity is found short of required bid amount of the tender under consideration</p>	<p>Note</p> <p>1 The above details should be supported by the relevant documents. Certificate of work executed and work in hand submitted by the bidder shall be certified by the officer not below the rank of Executive Engineer</p> <p>2 No Change</p> <p>3 No Change</p> <p>4 No Change</p> <p>5 It is made clear that the amount of work executed is acceptable upto the last running bill recorded in the measurement book and paid. The work executed after the last paid running bill which is though recorded in measurement book but not paid to the contractor will be consider in the category of work in hand.</p> <p>6 The bidder should also mention details of sublet works, which he is performing. Sublet works assigned to the bidder should be counted as work in hand of the bidder. Also, if the bidder has sublet his work to other contractor before submission of tender, duly sanctioned by competent authority such work deducted from work in hand</p>

सहपत्र :- संशोधित Annexure III

सही / -
(गोरे लाल भूआर्य)
अवर सचिव
छत्तीसगढ़ शासन

छत्तीसगढ़ शासन
जल संसाधन विभाग
मंत्रालय

ANNEXURE - Z

महानदी भवन, नवा रायपुर-अटल नगर

क्र. RULE/472/2025/WRD/1940
प्रति,

नवा रायपुर, दिनांक 27 / 04 / 2026

प्रमुख अभियंता,
जल संसाधन विभाग,
शिवनाथ भवन, सेक्टर-19,
नवा रायपुर - अटल नगर (छ.ग.).

विषय :- जल संसाधन विभाग की निविदाओं हेतु निविदा प्रपत्र फार्म-बी की कंडिकाओं में संशोधन बाबत।

संदर्भ :- आपका पत्र क्र. 4211220 / नि. / सर्कु. / 23-24 / 3036, दिनांक 08.04.2026.
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उपरोक्त विषयांतर्गत राज्य शासन एतद् द्वारा संदर्भित पत्र के माध्यम से की गई अनुशंसा अनुसार सभी निर्माण विभागों में जी.एस.टी. कटौती एवं रॉयल्टी क्लीयरेंस सर्टिफिकेट जारी करने में एकरूपता सुनिश्चित करने हेतु विभाग में प्रचलित निविदा प्रपत्र फार्म-बी की कंडिकाओं में निम्नानुसार संशोधन करता है :-

प्रचलित प्रावधान	अनुमोदित संशोधन
<p>2.5.1</p> <p>Where the amount of earnest money to be deposited is more than Rs. 500/- and the tenderer proposes to pay it in cash, he shall pay the earnest money to the credit of revenue deposit on behalf of the into a branch of state bank of India or Government Treasury or Sub-Treasury within the jurisdiction of the Executive Engineer mentioned above and send/produce the challan to the Executive Engineer separately and it should not be kept in the cover containing tenders. If however, the tenderer wishes to deposit the earnest money in any one of the following forms, he may do so and produce/send the same duly hypothecated to the</p> <p>(i) Treasury Receipt (ii) National Saving Certificates. (iii) Treasury Bonds. (iv) Approved Interest Bearing Security (This includes Chhattisgarh State Development Loans) (v) Government Promissory Notes/National Plan Loans. (vi) Post Office Cash Certificates. (vii) 10 years Treasury Saving Deposit Certificates. (viii) 12 years National Plan Savings Certificates. (ix) 10 years Defense Deposit Certificates (x) National Saving Certificates duly hypothecated in the name of Government of Chhattisgarh (xi) All Small Saving Securities and Post Office Saving Bank Accounts duly pledged to Government. (xii) Debentures of C.G. Housing Board as approved by the M.P.F.D. No. 1319/2306/IV-R-V-5/75 dt. 17/10/75 (xiii) Bank Drafts of the State Bank of India or scheduled Banks in case of Tenderers of other states. (xiv) Units of Unit Trust of India. (xv) Banks Draft issued by big Urban Banks whose working capital exceeds Rs. 5 Crores and by A, B and C Class Central Co-operative banks/Non-Schedule State Cooperative Banks subject to the condition that the drafts are encashed by the accepting authority as soon as they are received and the contracts are allotted only after the encashment of Drafts as per M.P. F.D. No. F/3/18/77/8/5/ (iv) date 13-2-1973.</p>	<p>2.5.1</p> <p>For online tenders, the Earnest money shall be deposited electronically by NEFT/RTGS, internet banking, Debit/Credit Cards on any other online process of payment. Contractor is required to generate a challan through e-procurement system for specific tender before transfer of fund and system generated challan may be submitted to bank physically for RTGS/NEFT or contractor may use other online option for making payment in account number shown in the online generated challan.</p> <p>It is clarified that every contractor's challan number will be different for each challan generated from system of different or same tender. The cost of money transfer (including Payment Gateways, Commission etc.) has to borne by the contractor. It is advised that the contractor should consider the time taken to process the payment electronically (i.e. NEFT/RTGS, Net Banking, Credit/Debit Cards). No interest shall be payable to contractors on amount deposited as earnest money.</p>
<p>2.17.1 Taxes :</p> <p>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, toll, taxes of Local</p>	<p>2.17.1 Taxes :</p> <p>The rates quoted by the contractor shall deemed to be exclusive of the Goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, cess, toll,</p>

<p>Bodies and Authorities including GST (Goods and Services Tax), that the Contractor Shall have to pay for the performance of his Contract. The Governments will perform such duties in regard to the deduction of such taxes at source as per applicable law. The contractor there upon necessarily and properly pay all taxes/levies/cess/ royalties/GST as per law of land.</p> <p>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)</p>	<p>taxes of local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes including GST at source, required deduction in this reference will be made as per applicable law. GST as per prevailing rate at the time of payment/bill submission shall be made applicable presently @18% and shall be paid on the whole work carried out as accepted by the engineer, while making the payment.</p> <p>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/reimbursement of increase in existing taxes)</p>
<p>2.17.3.(a)</p> <p>Income Tax at the rate of 2.32% (as per prevailing rules) from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash/ cheque or draft or any other mode be deducted at the sources from its running/final or any type of payment for this contract as per section 194 of income tax act 1961.</p>	<p>2.17.3.(a)</p> <p>Income Tax at the rate of 2.32% (or as per prevailing rules) from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash/cheque or draft or any other mode be deducted at the sources from its running/final or any type of payment for this contract as per rules.</p> <p>2.17.3.(a.1)</p> <p>GST @ 2% (or as per prevailing rules) from any sum payable to the contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash / cheque or draft or any other mode be deducted at the sources from its running / final or any type of payment for this contract as per rules.</p>
<p>4.3.36.</p> <p>The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Executive Engineer shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate with in 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released.</p>	<p>4.3.36. Royalty Charges (Amount of Minerals/Minor minerals)</p> <p>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 concerned district before final bill payment. If the contractor does not submit royalty clearance certificate within 6 months of completion of work the amount kept as deposit shall be remitted in relevant royalty head. If the contractor submits royalty clearance within specified time, the amount kept in deposit shall be released to the contractor.</p> <p>Any change in the royalty rates of minor minerals notified by the state government after the date of submission of financial offer by the bidder/contractor then the change in the rates shall be reimbursed/deducted on actual basis.</p>

सही / -
(विद्या भारती)
अवर सचिव
छत्तीसगढ़ शासन
मंत्रालय, नवा रायपुर

GOVERNMENT OF CHHATTISGARH, WATER RESOURCES DEPARTMENT**FORM - B**

(As per Appendix 2.14. A, of W.D. Manual Vol. II, Part II)

EXECUTIVE ENGINEER, WATER RESOURCES DIVISION, KONDAGAON**PART - IV - Item Rate Tender and Contracts for works****4.1. General Rules and Directions for the Guidance of Contractors:**

- 4.1.1.** All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the issuing authority.

This form will state the work to be carried out, as well as the date for submitting and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, Octroi duties and ground rents will be granted. Copies of the specifications, designs and drawings, and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer/Superintending Engineer shall also be open for inspection by the contractor at the office of the issuing authority during office hours.

- 4.1.2.** In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney, authorising him to do so. Such power of attorney authorising him to do so should be produced with the tender and must disclose that the firm is duly registered under the Indian Partnership Act.
- 4.1.3.** Any person who submits a tender shall fill up the usual printed form stating-at what rates he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
- 4.1.4.** The receiving authority or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
- 4.1.5.** The Officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.

- 4.1.6.** The receipt of clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional/Divisional Officer or any other person duly authorised by him.
- 4.1.7** The memorandum of work tendered for and the schedule of materials to be supplied by the Department and their issue rates shall be filled in and completed in the office of the issuing authority before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

4.2. Tender For Works.

- 4.2.1.** I/We hereby tender for the execution, for the Governor of Chhattisgarh, the works specified in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings and instructions in writing, referred to in rule 4.1.1 hereof and in clause 4.3.12 of the annexed conditions, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as applicable including special conditions vide **part III**.

MEMORANDUM

- a(i) General description of work : **Construction of Joba Anicut in Block Kondagaon, District Kondagaon**
- (b) Estimated Cost : **Rs. 195.15 Lakhs (Excluding G.S.T.)**
- (c) Earnest Money : **Rs. 1.47 Lakhs**
- (d) Security deposit (including Earnest money) : **5% S.D. from Bills.**
- * (e) Percentage, if any, to be deducted from bills : **5% SD + 2.32% Income tax + 1% workers welfare + 1% CGST + 1% SGST**
- (f) Time allowed for the work from the date of written order to commence : **06 Months (INCLUDING RAINY SEASON) From the date of issue of work order.****

* This percentage, where no security deposit is taken will be 5 percent. Also see clause 4.3.1 of the conditions of contract and clause 2.8 of Part II of N.I.T.

** This period will be **inclusive** of three months of monsoon as per N.I.T.

Item	Quantity	Particulars	Unit	Rate Quoted by the Tenderer		Tendered Amount
				In Figures	In Words	
1.	2.	3.	4.	5.	6.	7.
ENCLOSED SEPARATELY IN ANNEXURE - I						

4.2.2 Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Chhattisgarh or his successors in office, the sums of money mentioned in the said conditions.

4.2.3. The sum of Rs.In herewith forwarded in @
.....
(the full value of which shall be retained by the Government of Chhattisgarh on account of security deposit specified in clause 4.3.1. of the said conditions of contract.

@ Note: - The line may be filled by the mode of payment in accordance with the form mentioned in clause **2.5.1. and 2.5.2. of Notice Inviting Tenders.**

Witness

Signature of the Tenderer

Address

before submission of the Tender.

Occupation

Dated the day of 20....

4.2.4. The above tender is hereby accepted by me on behalf of the GOVERNOR OF CHHATTISGARH in favour of Shri
amounting to Rs.....
)
 only which is%percent
 as per S.O.R Enforced from Dated 01.05.2025 and amended on dated 08.08.2025
 of the estimated cost.

Signature of the Officer

Dated the Day of 20 ..

by whom accepted
 (Designation)

4.3 Condition of contract - The security deposit will be cash deposit or in any of the forms mentioned in clause 2.5.1 of N.I.T. except the Bank Guarantee.

4.3.1. The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include, his heirs, executors, administrators, representatives and assigns) shall permit the Government at the time of making any payment to him for work done under the contract to deduct an amount equal to five percent of the probable money so payable till such sum with the earnest money deposited by him totals five percent, of the probable amount of contract orpercent of the cost of the work executed when the same exceeds the estimated amount of the contract .

Such deductions shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the contractor by Govt. on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in case or Govt. securities endorsed as aforesaid any sum or thereof .The security deposit referred to, when paid in cash may at the cost of the depositor, be converted into Interest Bearing Securities provided that the depositor has expressly desired this in writing. ***Any such conversion shall only be applicable after the issuance of completion certificate. The interest bearing securities shall be in conformance with the time block mentioned in clause 4.3.17.2***

Note: - Any sum deposited in cash by the contractor or amount of deductions made under clause 4.3.1. above may, if the contractor so desires be converted into one of the recognised forms of, interest Bearing Securities to be approved by the Officer sanctioning the contract provided the amount

to be converted is not below Rs. 1,000/- (One thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the Executive Engineer. ***The interest bearing securities shall be converted only after issue of completion certificate and shall be in the time block as mentioned in clause 4.3.17.2***

4.3.2 (A) Compensation for delay - The time allowed for carrying out work as entered in the tender shall be strictly adhered to the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be preceded with all due diligence. Time is deemed to be the essence of the contract. To ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete. One sixth of the whole work before one fourth of the whole time allowed under the contract has elapsed, two fifth of the work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer/Superintending Engineer/Chief Engineer may decide on the said estimated cost of the work whole work for every day that the due quantity of the work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed **8% (eight percent)** of the estimated cost of the work as shown in the tender.

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money and security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, from other contract agreements in the department and from available security or shall be recovered as "Arrears of land revenue". The decision of the competent authority in the matter of grant of extension of time only shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay- once such an order is passed by him (on each extension application of the contractor) it shall not be open for a revision. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any failing which the compensation amount shall be forfeited in favour of the Government.

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

4.3.2. (B) Default by the contractor: - If the contractor shall neglect or fails to proceed with works with due diligence or he violates 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. 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 Govt.

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 contractor. In such case 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 works, as certified by the Executive Engineer are in excess of the value of the work credited to the contractor, the difference shall be paid by the contractor 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 works and settlement of amounts, the lien by the Government on the contractor's plant, equipment and balance of materials shall be released.

Termination of the contract either in whole or in part shall be adequate authority for the Executive Engineer to demand discharge of the obligations from the guarantors of the security performance.

4.3.3 Action when the Contractor becomes liable for levy of penalty: - In any case in which under any clause or 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 or deducted by installments) or committed a breach of any of the terms contained in clause 4.3.24 or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, Divisional Officer 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.

4.3.3.1. 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.

4.3.3.2. To employ labour paid by the (W.R.) Irrigation Department or by employing departmental machinery and supply of materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour or hire charges of Departmental machinery and the price of the materials (of the amount of which cost and price, a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner & at the same rates as if it had been carried out by contractor under the terms of his contract or the cost of the labour and the price of the materials as certified by the Divisional Officer whichever is less. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Savings, if any, will go to the Government.

4.3.3.3. DELETED

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

4.3.4.1. Contractor remains liable to pay Compensation if action not taken under clause 4.3.3. :

- In any case in which any of the powers, conferred upon the Divisional Officer by clause 4.3.3. 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 hereof 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.

4.3.4.2. Power to take possession of, or require removal of, or sell Contractor's plant: - In the event of the Divisional Officer putting in force either of the powers 4.3.3.1. or 4.3.3.3. vested in him under the preceding clause he may, if he so desires take possession of all or any tools, plant, materials and stores, in or upon the work at the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account, at the contract rates or in case of these not being applicable, at current market rates to be certified by the Divisional officer whose certificate thereof shall be final. Otherwise the Divisional Officer may by notice in writing to the Contractor or his Clerk of the works, Foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Divisional Officer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against Contractor.

4.3.5.1. 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 from delay on the part of the Government, in supplying the materials or equipment, it has undertaken to supply under the contract, or from delay in handing over sites or from increase in the quantity of work under the Contract, or force majeure 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.

4.3.5.2. The authorities competent to sanction extension of time shall be as follows: -

(a) For Contract of the value upto Rs. 25 Lakhs:

- (i) **Executive Engineer** - Upto 25 percent of the stipulated period of the contract or Three months whichever is less.
- (ii) **Superintending Engineer** - For period more than that indicated in (a) (i) above.

(b) For Contracts more than Rs. 25 Lakhs: -

- (i) **Superintending Engineer** - Upto 25 percent of the stipulated period of the contract or Six months, whichever is less.
- (ii) **Chief Engineer** - For the period more than that indicated in (b) (i) above.

4.3.5.3. Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.

4.3.6 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 the 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 others 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 or until the work shall have been measured by the Sub Divisional Officer, Executive Engineer (Here - in - after called Engineer-in-charge) whose measurement shall be binding and conclusive against the Contractor. If the Contractor fail to comply with the requirements of this clause such as removal of scaffolding, surplus materials and rubbish and cleaning off dirt, on or before the date fixed for the completion of work, 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 realised by the sale thereof.

4.3.7 Payments on intermediate certificate to be regarded as advances: -The contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of

advance against the final payment and not as payments for work actually done and completed & shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contract or any part thereof. In any respect of the occurring of any claim nor shall it conclude, determine or affect in any way, the powers of the Engineer-in-charge under these conditions or any of them as to final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all parties.

4.3.8 Bill to be submitted monthly: -A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or causes 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 ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in presence of the Contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

4.3.9 Bill to be on Printed Forms: - The Contractor shall submit all bills on the printed forms to be had on applications at the office of Engineer-in-charge and the charges in the bills shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at rates herein after provided for such work.

4.3.10 Receipts to be signed by the partners or persons having authority to do so: -Receipts for payments made on account of work when executed by a firm must also be signed by the several partners except where the 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.

4.3.11. Store supplied by the Government: - If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here - in - after mentioned, being so far as practicable for the convenience of the contractor, but not, so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum here to annexed) , the Contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or there

after the to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof, being in this case sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion are determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require but the Contractor shall not be entitled to return any such material unless with such consents, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

4.3.12.1. Works to be executed in accordance with Specifications, Drawings, Orders, etc.: - The

Contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with specifications. 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 lodged 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 expense to make or cause to be made copies of specifications and of all such designs, drawings and instructions as aforesaid.

@4.3.12.2. In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge, the Contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein, to any officer of the Directorate of Inspections of the Ministry of Works, Production and Supply of the Government of India. Such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspections. All inspection charges will be payable by the contractor @ (Strike out this clause if the tender is not for bridge work).

4.3.13.1. Alterations in Specifications and Designs: - The Engineer-in-charge shall have power to make any alterations in, or omissions from, addition to, or substitutions for the original specifications, 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 alterations 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 on the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified below .

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

4.3.13.3. Rates for items of contract involving increase in the quantity during execution and ammended rates for works not provided in contract - The rates for such additional, altered or substituted work shall be worked out in accordance with the following provision: -

Cases of extra quantity and extra item may be decided as per the provision issued by Government of Chhattisgarh, W.R.D. letter No. 8908/F-7-7/31/S-2/2001 Dtd. 19.12.2011.

4.3.14. No Claim to any Payment or Compensations for alteration in or restriction of works: - If at any time after the execution of the contract documents, the Engineer-in-charge shall for any, reason whatsoever require the whole or any part of the work as specified in tender, to be stopped for any period or shall not require the whole or part of the work as specified in the tender to be stopped for any period or shall not required the whole or part of the work to be carried out at all or to be carried out by the Contractor he shall give notice in writing of the fact to the Contractor who shall thereupon suspend or stop the work totally or partially as the case may be . In any such case, except as provided hereunder the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to, on account of material purchased or agreed to be purchased, or of unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work, as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the Contractor before receipt by him of the said notice, the Contractor shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in- charge whose decision shall be final. If the Contractor suffers any loss on account of his lowing to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Contractor shall on application be entitled to such compensation on account of the labour charges as the Engineer-in -charge whose decision shall be final, may consider reasonable, provided that the Contractor shall not be entitled to any compensation on account of labour charges If in the opinion of the Engineer-in -charges the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

4.3.15. Time limit for unforeseen claims: - **Under** no circumstances whatever, shall the Contractor be entitled to any compensation from Government on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

4.3.16 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 materials 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 works 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 & 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 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 expense 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 at such reduced rates as he may fix therefore.

4.3.17.1 Contractor liable for damage done and for general maintenance - 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 road, road kerbs, irrigation works, structures, 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 is being executed, or any damage shall happen to such work while in progress or completed from any cause whatsoever, or any imperfections become apparent in it after any 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. The defect liability of the contractor shall be valid upto a period of 12 months for annual repair works and period of 60 months for works other than annual repair from the date of issue of completion certificate. The security deposit withheld shall be released in two installments at the end of 36 months as described in clause **4.3.17.2** after issue of completion certificate. Further, the contractor is also responsible to make

good, the defect described above for which he will indemnify the department by executing a bond of sixty months from the date of issue of completion certificate in the format as prescribed in **Annexure V**.

The purview of maintenance shall include general/special repair and upkeep of the structure/asset created under the agreement, maintaining to its required profiles etc. Failing of contractor to make good such defects in defect liability period as pointed out shall make him liable to pay the indemnity amount as prescribed in bond.

Contractor's failure to repair or to pay the bond amount will make him liable of recovery of the amount from other running works or arrears of land revenue. Further, such contractor shall also be debarred for participating in any other tender in the department, for one year in his individual/ partnership/ company/ LLP firm's capacity no matter may be in his existing or new name and style.

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

4.3.17.2 Release of Security Deposit - For works being tendered as new work (whose administrative approval is given under new work) the Security deposit of the contractor shall be refunded in such a manner that 50% of Security deposit shall be released by the Engineer-in-charge after 18 months from issue of completion certificate and balance 50% of Security deposit shall be released after completion of 36 months from issue of completion certificate. The Security deposit of the contractor for annual repair (those work which are executed under the head annual repair) works shall be refunded after completion of 12 months. The amount shall only be released by the Engineer-in-charge after he is fully satisfied with the structural soundness of the works executed under the agreement at the end of defect liability period.

(Vide Govt. of C.G., W.R.D. Raipur's Order No. 4837/F-1-19-31/S-2/2006(Tender), Raipur Dtd. 30/09/2022).

4.3.17.3 The contractor hereby also covenants that it shall be his responsibility to see that building(s) constructed under his contract does not leak during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of the lime concrete or cement concrete terraced roof, after its (their) completion and if any defects are pointed out to him by the Engineer-in-charge during the said period, the same shall be removed by him at his own expense or in default, the Engineer-in-charge may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of the contractor. An amount equal to 20% of the cost of the roof shall notwithstanding anything contained in this clause, be retained till the roof(s) are tested during the first rainy season, in respect of tile and sheet roofing and two consecutive rainy seasons in respect of the lime concrete or cement concrete terraced roof, aforesaid and the defects are fully removed. If any amount still remains due on this account after making deductions as aforesaid, the same may be recovered from him as arrears of land revenue.

4.3.18 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 & 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 considered to have the same force as if they had been given to the Contractor himself.

4.3.19. 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 and shall not cover-up or place 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 been 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 .

4.3.20. 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, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of 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 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 & assisting in the measurement or examinations at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the 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, or 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 provide at his own cost, except when the contract specifically provided otherwise and except, for payment due under clause 4.3.13. all necessary fencing and lights required to protect the public from accidents, and shall be bound to bear the expenses or defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such

suit, action or proceedings, to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

4.3.21. Compensation under section 12, sub - section (1) of the Workmen's Compensation Act, 1923: - In every case in which by virtue of the provisions of sections 12, subsections (1) of the workmen's Compensation Act, 1923, Government are obliged to pay any compensation to a workmen employed by the Contractor in execution of the works, Government will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights 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, subsection (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.

4.3.22. Labour: - No female labour shall be employed within the limits of a cantonment.

4.3.23. Labour below the age of twelve years: - No labour below the age of twelve years shall be employed on the work.

4.3.24.1. Fair Wage: - The Contractor shall pay not less than the fair wage to labour engaged by him on the work.

Explanation: - (a) "**Fair Wage**" means Wage whether for time or piece work notified at the time of inviting tenders for the works and where such Wages have not been so notified, the Wages prescribed by the Water Resources Department for the Division in which the work is done.

(b) The Contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid a Fair Wage to labourers indirectly engaged on the work, including any labour engaged by his sub- Contractor's in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of this agreement, Contractor shall comply with or cause to be complied with the labour regulations then in force.

(d) The Executive Engineer /Sub Divisional Officer shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, nonpayment of wages or deductions made from his or their 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 payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.

(f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

4.3.24.2 The Contractor shall at his own expense provide or arrange for the provision of footwear for labourers 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.

4.3.24.3. The Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge a true statement in respect of the second half of the proceeding 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 accidents that occurred during the said fortnight stating the circumstances 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. 50/- for each default or 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 fine in this behalf.

4.3.24.4. 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 workers employed by the Water Resources (Irrigation) Department and its Contractors.

4.3.25. Subletting of works - The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 2.12 of appendix 2.10 A or if contractor becomes insolvent.

The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 2.12 of appendix 2.10 A or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract, had been rescinded under clause 4.3.3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50% by the next higher authority accepting the tender or Govt. as the case may be shall not diminish or dilute the liability/responsibility of the contractor.

If the contractor gets item/items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.

- (i) The authority accepting the tender shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.
- (ii) Subletting of work as per clause 2.12 of appendix 2.10 A shall result in reduction in experience (Physical and Financial) of the main contractor to the extent of the sublet and accounted in to the experience of sublet contractor.
- (iii) Sublette should have completed the works under Govt./PSU equal to the physical/financial value of the work proposed to be sublet.
- (iv) No sublet work should be sanctioned without ascertaining quantities and portion of the work to be sublet by the sanctioning authority.
- (v) Measurement for sublet work shall be recorded in separate measurement book.

- (vi) Engineer-in-Charge can withdraw sublet work any time without assigning any reason. The decision to withdraw sublet work shall be binding on both prime contractor and Sublette.

4.3.26. Sum payable by way of Compensation to be considered as reasonable compensation without reference to actual loss: - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

4.3.27. Changes in the Constitution of Firm: - In the case of a tender by Partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer-in-charge, for his information.

4.3.28. 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.

4.3.29 Except as otherwise provided in this contract all question and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to thing whatsoever in any way, arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the abandonment thereof shall be referred to the "Superintending Engineer" for his decisions within a period of 30 (Thirty) days of such an occurrence(s). There upon the Superintending Engineer shall give his written instruction and / or decisions, after hearing the contractor and Executive Engineer within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instruction or decision, of Superintending Engineer parties shall promptly proceed without delay to comply such instruction or decision. If the Superintending Engineer fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the parties (s) is/are aggrieved against the decision of the Superintending Engineer, the aggrieved party may within 30 days refer an appeal to the Chief Engineer who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Chief Engineer will give his decision within 30 (thirty) days, or such, mutually agreed period.

If any party is not satisfied with the decision of the Chief Engineer, he can, file a petition for resolving the dispute through arbitration in the arbitration tribunal.

A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Executive Engineer.

4.3.30. Lumpsums in Estimates: - When the estimate on which the tender is made includes lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved or the part of the work in questions at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-

in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

4.3.31. Action where no specification: - In the case of any clause of work of which there is no such specification as is mentioned in rule vide clause 4.1.1., such work shall be carried out in accordance with the specifications approved by Superintending Engineer/Chief Engineer for application to works in the district, and in the events 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.

4.3.32. Definition of work: - The expression "works" or "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.

4.3.33. Claim for Quantities entered in the Tender or Estimate: - Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in that tender or estimate.

4.3.34. Claim for compensation for delay in starting the work: -No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or in the case of clearance of work or on account of any delay in according sanction to the estimate.

4.3.35. Employment of scarcity Labour: - If the Government declares state of scarcity or famine to exist in any village situated within 16 km. of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with implementation of this clause, shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

4.3.36 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 concerned district before final bill payment. If the contractor does not submit royalty clearance certificate within 6 months of completion of work the amount kept as deposit shall be remitted in relevant royalty head. If the contractor submits royalty clearance within specified time, the amount kept in deposit shall be released to the contractor.

Any change in the royalty rates of minor minerals notified by the state government after the date of submission of financial offer by the bidder/contractor then the change in the rates shall be reimbursed/deducted on actual basis.

(Clause 4.3.36 is amendmended in accordance with Government of Chhattisgarh, Water Resources Department, Raipur's Letter No. RULE/472/2025/WRD/1940, Dated 27.04.2026).

4.3.37. Penalty for breach of contract: - On the breach of any terms or conditions of this contract by the Contractor, the said Governor shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining, and to realise and retain same as damages and compensation for the said breach, but without prejudice to the right of the said Governor 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.

4.3.38.1. 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 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 this 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 recovered from him as an arrears of land revenue.

4.3.38.2. 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, abstracts 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 be 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 4.3.38.1 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 Govt. 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.

4.39.1. Notice to the Contractor to start work: -

"Your contract for the
 has been accepted by on behalf of the
Governor of Chhattisgarh on theday of 20 and you are hereby
 ordered to commence the work".

Executive Engineer

4.39.2. The notice to the Contractor(s) to start work for the
day of 20 was issued, vide this office memorandum no.
 dated the20.....

Executive Engineer

COMPLETION CERTIFICATE

4.40. In pursuance of clause 4.3.6. of the agreement in form "B", dated the
 between the Contractor Shri
 and the **Governor of Chhattisgarh**, it is hereby certified that the Contractor has duly completed
 the execution of the work undertaken by him thereunder, on the day of
20.....

Executive Engineer

4.41. Field Test :-

1. All works under the agreement are subjected to quality control norms fixed by the department and relevant BSI codes.
2. The field laboratory is required to be set up by the contractor for various mandatory fields tests described as below :-
 - (a) Soil
 - Field Density and moisture content. (IS-2720 part XXVIII and XXIX)
 - Field Permeability (IS - 2386 Part-I)
 - (b) Fine Aggregate
 - Gradation/Fineness Modulus (IS-2386 Part-I)
 - (Sand)
 - Bulkage (IS-2386 Part-III) - Specific Gravity (IS-2386 Part-III)
 - (c) Coarse Aggregate
 - Sieve Analysis (IS-2386 Part-I)
 - (Metal)
 - Flakiness/Elongation tests (IS 2386 part-I)

- (d) Cement Mortar/ - Slump test (IS-1199)
Concrete
- (e) LDPE Film - Thickness

3. The Engineer-in-Charge shall specify and inform the contractor in writing the types of field tests to be exercised for relevant materials/works under the contract.
4. The contractor shall establish field lab facility with appropriate equipments for specified field tests at appropriate place at site of work within 30 days of the issue of order to commence the work. He shall also arrange for lab attendant at site for conducting field tests.
5. All field tests as specified by the Engineer-in-Charge shall be carried out by the lab attendant with required frequency as has been stipulated in the quality control norms only in the presence of Engineer-in-Charge or his representative.
6. In case of contractor's failure to provide specified field lab facility with proper lab attendant. The department shall carry out necessary field tests at the cost of the contractor including the cost of equipments and implements required for specified field tests and cost of test conducting personnel.

(As per Order of Government of Chhattisgarh, Water Resources Department, Mantralaya, Naya Raipur Letter No. 1728/F-7-7-31/S-2/2001, Naya Raipur, Dated 24/04/2017)

PART-V

A. SPECIFICATIONS

The work shall be executed in accordance with the specifications followed in Water Resources Department, Chhattisgarh & I.S.-specifications.

B. DRAWINGS

Note:

1. All the drawings attached is in soft form in AutoCAD *.dwg format. Software AutoCAD 2004 & above version is required for viewing of it.
2. Attached drawings are available for download, viewing & printing, but not available for tempering or distorting.
3. Attached drawings are depictive only; drawings available during agreement will be final.
4. Tenderer must be advised to quote his/her bid based on quantity shown in the items only.

Executive Engineer