

**APPENDIX 2.13**  
**(See Paragraph 2.019)**

**FORM 'A'**

**GOVERNMENT OF CHHATTISGARH**  
**PANCHAYAT & RURAL DEVELOPMENT DEPARTMENT**  
**(RURAL ENGINEERING SERVICE)**

Issued to Shri/ M/s. ....

Class of Contractor. .... Registration No.....Date.....

**Name of Work :- जिला रायगढ़ अंतर्गत विकासखंड खरसिया के ग्राम पंचायत टेमटेमा में 1800**  
**मेट्रिक टन गोदाम क्र. 02**

Amount of Contract Rs. **75.27 Lacs**

Amount of E.M. Rs. **56500.00**

Cost of Tender Form Rs. **3000.00**

Time allowed for Completion **06 Month** from the reckoned date **Including** rainy season. (16<sup>th</sup>  
June to 15<sup>th</sup> October)

Date of opening Tender As per key Schedule mentioned online

Division R.E.S. RAIGARH

Sub-Division R.E.S. Kharsia

**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**  
**(Based on applicable Schedule of Rates)**  
**General Rules and Direction for the Guidance of Contractors**

1. Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs 50,000 or less. The N.I.T. shall be posted in public places signed by the authority inviting the tenders.  
N.I.T. will state the work to be carried out as well as the date for submitting and opening 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 the security deposit to be deposited by the successful tenderer & the percentage, if any to be deducted from bills, it will also state whether a refund of quarry fees, royalties and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items quantities and rates of the various description of work and any other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.  
Further that the schedule of items along with the quantities and rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the schedule of Rates, the rates given in the S.O.R. approved by the competent authority shall prevail.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner it must be signed on its behalf by a person holding a power of attorney authorizing him to do so, such power of attorney

should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.

3. Any person who submits a tender shall fill up above or below the S.O.R. specified in rule he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled terms shall be named. Tenders that propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions 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. The authority receiving tenders 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 amount of the 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.
5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders without assigning any reason thereof.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised by him.
7. The memorandum of work tendered for be filled in and completed 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.

**Memorandum of Tender for Works**

(a) Name of work - **जिला रायगढ़ अंतर्गत विकासखंड खरसिया के ग्राम पंचायत टेमटेमा में 1800 मेट्रिक टन गोदाम क्र. 02**

(b) Cost of work put to Tender - **Rs 75.27 Lacs**

(c) Earnest money - **Rs. 56500.00**

(d) Security deposit (including earnest money) - **5% of contract amount .**

(e) Percentage, if any to deducted from bills - ....

(f) Time allowed for the work - **06 Months** from the reckoned date **Including** rainy season  
(16<sup>th</sup> June to 15<sup>th</sup> October)

I/We hereby tender for the execution, for the Governor of Chhattisgarh of the work specified in under written memorandum within time specified in such memorandum at (In Figures): ------% (In Words -----)  
Percent below / above/at par with the applicable Schedule of Rates and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule 1 thereof and in clause 12 of the annexed conditions and with such materials as are provided for by, and in all other respects in accordance with such conditions as far as applicable.

Should this tender be accepted I/we hereby agree to abide by and fulfill all terms and provisions of the said condition of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the Governor of Chhattisgarh or his successors in office the sums of money mentioned in the said conditions. A separate sealed cover duly super scribed containing the sum of **Rs.56500.00** as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of **Rs.376350.00** shall be retained by Government on account of such security deposit as aforesaid or the full value of which shall be retained by Government on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Signature of the Contractor before  
submission of tender (with name and seal)

Dated the                      day of

Dated the                      day of

Name and Address of the witness: .....

Occupation of the witness:.....

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

Dated the ..... day of .....

200

Signature of the Officer by whom accepted  
with designation and seal of office

## **CONDITIONS OF CONTRACT**

### **Definition**

- 1.** The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Government of Chhattisgarh and the contractor.
- 2.** In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -
  - (a)** The expression “works” or “work” shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - (b)** The “site” shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which maybe allotted or used for the purpose of carrying out the contract.
  - (c)** The “Governor” means Governor of Chhattisgarh and his successors in Office.
  - (d)** The “Engineer-in-Charge” means the Executive Engineer or the Sub-Divisional Officer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor.
  - (e)** “Government” shall mean the Government of Chhattisgarh.
  - (f)** The term “Chief Engineer” means the Chief Engineer of Chhattisgarh R.E.S. (P & RDD.)
  - (g)** The term "Executive Engineer"/"Engineer-in-Charge"/"Divisional Officer" means the Executive Engineer of the concerned R.E.S.Division.
  - (h)** The term "Assistant Engineer"/"Sub Divisional Officer" means the Assistant Engineer/ Sub Divisional Officer of the concerned R.E.S.. Sub-Division under the concerned R.E.S.. Division.
  - (i)** The word "Sub Engineer" shall mean "Section Officer" of the particular. section of that.. Sub--Division..

**Note:** - “Words” importing the singular number include plural number and vice-versa,

### **SECURITY DEPOSIT**

**Clause 1** - The person 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 Government at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 (Five) percent from the payment made in the running bills, till the two together amount to 5 (Five) percent of the cost of work put to tender or 5 (Five) percent of the cost of the works executed when the same exceeds the cost of work put to tender

### **COMPENSATION FOR DELAY**

**Clause 2** - The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is up to 6 months

#### **For works, for which the completion period is beyond six months: -**

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to contractor.

The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8 th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to: 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under provision of this clause shall be limited to 6% (six percent) of value of work. (Contract sum)

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 (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract

finalised, with earnest money and or 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, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue".

The decision of the Superintending Engineer in the matter of grant of extension of time only (reference clause 5 below) 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.

**Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Executive Engineer**

**Clause 3:-**

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
  - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Executive Engineer.
  - (b) The Executive Engineer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.
  - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
  - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
  - (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer.
  - (f) If he violates labour laws.

- (g) If the Contractor fails to set up field laboratory with appropriate equipments, within 30 day from the reckoned date. (\* for each contract valued more than Rupees 3 crores).
- (h) Any other deficiency which goes to the root of the contract erformance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Executive Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (v) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security /performance guarantee or shall be recovered as "Arrears of land revenue"

**Power to take possession of or require removal of Materials Tools and Plants or sale of Contractor's Plants etc**

**Clause 4:** In any case in which any of the powers, conferred upon the Executive Engineer by clause - 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 powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the power clause 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 works, or 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 Executive Engineer, whose certificate thereof shall be final; otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any

such requisition, the Executive Engineer may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

### **EXTENSION OF TIME**

#### **Clause 5**

**5.1** - If the Contractor shall desire an extensions of time for completion of work on ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrance(s) and/or compensation event(s) and/or other cause(s) in writing to the Executive Engineer positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from.....to .....). If in the opinion of Executive Engineer, such reasonable grounds are shown, the Executive Engineer shall himself grant extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than above period mentioned, then the Executive Engineer shall refer the case to the Superintending Engineer with his recommendation and only after his decision in this regard, the Executive Engineer shall sanction extension of such time as decided by the Superintending Engineer.

Once the Executive Engineer/Superintending Engineer has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the Superintending Engineer and the Executive Engineer shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contract) or before refusing both.

Provided further where the Executive Engineer has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Executive Engineer /Superintending Engineer.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any, to claim extension of time for such cause of hindrance.



Once the Executive Engineer/Superintending Engineer has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Executive Engineer/Superintending Engineer fails to communicate his decision within a period of 30 days of such hearing, it shall be **deemed** that the contractor has been granted extension of time for the period as applied by him.

**5.2 Compensation Events: - Compensation Events for consideration of extension of time without penalty.**

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- (a) The Executive Engineer does not give access to a part of the site.
- (b) The Executive Engineer modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Executive Engineer orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- (d) The Executive Engineer instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Executive Engineer gives an instruction for additional work required for safety or other reasons.<sup>1</sup>
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Executive Engineer unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

**Note:** -The contractor has to give an under taking in writing that he has "WAIVED" all his RIGHT to claim/demand extension of time.

**FINAL CERTIFICATE:**

**Clause 6** - On completion of the work the contractor shall be furnished with a certificate by the Sub – Divisional Officer / Executive Engineer (hereinafter called the Engineer-in-charge) of such completion in the form appended at the end, 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 works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts of any building 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 there of nor until the work; shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of 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.

**PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:**

**Clause 7 -** No payments shall ordinarily be made for work estimated to cost less than Rs. 1,000/- (Rs. One Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Engineer -in -charge But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore 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 payments shall be regarded as payments by way of advance against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect, or the accruing 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 the 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 of the total amount payable for work accordingly shall be final and binding on all parties.

**Bills to be submitted monthly:**

**Clause 8 -**

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Executive Engineer shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer and sub Executive Engineer concern for quantity,

quality and specification and examining all the "test results" and record the same in the Departmental measurement, book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. The Executive Engineer shall pay running bills by 25<sup>th</sup> day of the month subject to availability of the funds.

If the contractor fails to submit, the bill on or before the day prescribed, the Executive Engineer after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorised Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor  
All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

**BILLS TO BE ON PRINTED FORMS:**

**Clause 9 -** The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer- in- charge, and the charges in the bills shall always be entered at the rates 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 the rates hereinafter provided for such work.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

**RECEIPTS TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO:**

**Clause 10 -** Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of-the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

**ADVANCES TO CONTRACTORS:**

**Clause 11 (A) :-** The provision for advances in clause 11 A( i ) and ( ii ) will apply to contract above Rs. one crore only

(i) **Mobilization advance:** - Mobilization advance up to 5% (Five percent) of the contract value shall be given if requested by the contractor with in one month of the date of order to commence the work. In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. This advance shall be Interest free. subject to condition as mention in clause 12 of Annexure - "G" special condition of contract given in detail NIT Appendix 2.10. This 5% (Five percent) advance shall be given in the two stages

Stage -1: - 2 %( Two percent) of the contract value payable after signing of the agreement

Stage-2: - 3%(Three percent) of the contract value payable on receipt of the certificate from the contractor that he has established complete central and field testing laboratories and

has engaged workers/technicians and have brought requisite plants and machineries at work site, the work is physically started and only after construction programme is submitted by the contractor and is duly approved by the Executive Engineer. Executive Engineer shall sanction the mobilization advance

**(ii) Advance on plant and machinery: -**

Advance up to 5%(five percent) of the contract value shall be given, if requested by the contractor, only for the new plant and machineries required for the work and brought to the site by the contractor .In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. The advance shall be limited to 90% (ninety percent) of the price of such new plant and machineries. This advance shall be interest free. subject to condition as mention in clause 12 of Annexure - "G" special condition of contract given in detail NIT Appendix 2.10.

This 5% (Five percent) advance shall be given in the two stages

Stage -1: - 2%( Two percent) of the contract value after plant and machinery has arrived at the site.

Stage-2: - 3%( Three percent) of the contract value payable after installation of such plant & machinery etc.

This advance shall be made against hypothecation of plants and machineries in favour of the Executive Engineer in charge.

Sanctioning authority for the this advance shall be Superintending Engineer

- (a) The contractor shall not remove these plants and machineries from the work site without prior written permission from the Executive Engineer
- (b) The contractor shall submit an affidavit along with the application that he has not received or applied for advance against plant and machineries for which the advance is applied, in any other agreement/office/institution.
- (c) The Contractor shall indemnify the Govt. of Chhattisgarh regarding any Claim(es) or damage(s) or compensation on any account whatsoever. Payment of all such Claims. damages, compensation, etc. shall be the sole liability of the Contractor.
- (d) Superintending Engineer shall sanction Plant and Machinery advance(s).

**(iii) "Recovery of advances: -**

The Recovery of above advances (mobilization, plants and machineries) shall be recovered in equal monthly installments on pro-rata basis (after 15% (fifteen percent) of contract work is executed) from each of the further running bills. However, all these advances shall be fully recovered when 80% (Eighty percent) contract sum is complete or

when 75% (Seventy Five percent) of stipulated or validly extended period is over - which ever event is earlier."

### **Secured advance**

#### **Clause 11 (B)**

Advances to contractor are as a rule prohibited, and every endeavor should be made to maintain a system, under which no payments are made for unmeasured work except for work actually done. Exceptions are, however permitted in the following cases. Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to site, Executive Engineer may in such cases sanction advances up to an amount not exceeding 75% of the value of material and 90% in the case of steel (as assessed by the Executive Engineer) provided that the rate(s) of allowed in no case is/are more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody. Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used; are billed for. Before granting the above-secured advance the contractor shall sign the prescribed Indenture Bond in the prescribed form.

#### **Escalation**

(applicable only where contract amount is Rs. 1.00 crore or more and completion period is 12 month or more)

**CLAUSE 11(C) - Deleted \_\_\_\_\_ -**

**Say cement & steel not required then Pm shall become 45%+5%+5%=55% and so on**

**Work to be executed in Accordance with Specification, Drawing, Order, etc.:**

**Clause 12:** The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform 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 take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid. MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following.

**Order of precedence shall prevail: -**

1. Specifications as per NIT.
2. Specifications as per S.O.R.
- 3 MORTH/IRC specifications for road and bridges, Specifications for rural roads and other I.R.C. Publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately
- 4 Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S.I. Code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. the same will get precedence over all the above.

**Clause 12 -A:**

In respect of all bearings, hinges or similar part 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 the part and the material used therein to any officer of the Directorate of inspection of the Ministry of works production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of inspection . All inspection charges will be payable by the contractors. (This clause may be struck off if the tender is not for bridgework).

**Variations**

**Clause 13 - Additions, Alterations in Specifications and Designs.**

The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instruction, 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 substitution shall not invalidate the contract and any altered, additional works, 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 be agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total value of all such increased or altered or substituted work does not exceed 10% (Ten percent) of the amount of administrative approval. If such total value exceeds 10% (Ten percent) it shall

be open to the contractor either to determine the contract or apply for extension. But in no case the contractor shall be entitled to any rate other than the accepted rate.

- 13.1 For rate of any extra item Engineer-in-Charge shall pay 75% of the provisional rate till such time as the rates are finally determined by the Superintending Engineer.

**Note:** - Such additions, alterations, substitution, shall have to be within the Scope of work tendered for

#### **Rates for works not in schedule of rates**

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. required to be carried out then the Engineer – in – charge shall identify such item / items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer – in – charge shall obtain approval / modification of the proposed rate from the superintending Engineer and communicate the same within a period of 4 weeks to the contractor, in case the contractor agrees to the above rates as fixed by the superintending Engineer then they shall form a part of supplementary schedule of the contract agreement .If the contractor does not agree to the rate of the superintending Engineer then it shall be open for the Engineer – in – charge to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency.

If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the superintending Engineer, then he shall be entitled for payment for the work done as may be finally decided by the superintending Engineer. In the event of dispute, the decision of the Chief Engineer shall be final. Such a decision shall be given by the C.E. within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by superintending Engineer

Contractor may either determine his contract if variations exceeds 10 (Ten) % of the Administrative approval, or may apply for extension.

#### **Extension of time in consequence of variations**

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Engineer-in-Charge shall be conclusive as to such proportion.

#### **NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS:**

**Clause 14 -** 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 the tender to be stopped for any period or shall not require 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 there upon suspend or stop the work totally or partially, as the case may be.

If any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation what so ever 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 materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, 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 shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirement and 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 having 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 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 – charge, the labour could have been employed by the contractor else where for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than the six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

**ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:**



**Clause 15 -** If at any time before the 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 unskillful workmanship or with material 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 are otherwise not in accordance with the 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 contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so with in 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 contract put to tender 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 to the same at such reduced rates as he may fix therefore

**WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE**

**AGENT TO BE PRESENT:**

**Clause 16-** All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction 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.

**NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:**

**Clause 17 -** The contractor shall give not less than five days notice in writing to the Engineer – in – charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement with out such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

**CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER  
CERTIFICATE OF COMPLETION**

**Clause18-** If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent ,the contractor shall make good the same 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 expense of which certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

**The security deposit** of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realised. Balance 50% of the amount shall be refunded after four months of completion of work or final bill paid which ever is earlier

**CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:**

**Clause 19 -** The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Engineer – in – charge’s Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement 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 there for to and from the work . The contractor shall also supply without charge 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 examination 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 expenses 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-provision of lights fencing etc. The contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S  
COMPENSATION ACT 1923:**

**Clause 20 -** In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section (1) sub-section (2) of the said Act. Government shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government may not be bound to contest any claim made against them under section - 12 sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government might become liable in consequence contesting such claim.

**LABOUR:**

**Clause 21 -** The contractor should get himself registered under contract - labour regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer – in – charge.

**Clause 22 -** Labour below the age of 14 years - No labour below the age of 14 years shall be employed on the work.

**FAIR WAGE:**

**Clause 23 -** The contractor shall pay not less than fair wage to labour engaged by him on the work.

**[Explanation -**

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the Works Department SOR for that period
- (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 contractors 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 or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified by the 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 observance of the regulations afore said with out prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

#### **Subletting of works**

**Clause 24 :-** The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent: -

**"Note : Such subletting/assignment shall not be made to any other Contractor registered in Class AI to A5 Category in the R.E.S., Panchayat & Rural Development Department of Chhattisgarh or in similar Category in other Deptt. of the State or in other organization or Agency (Class with about similar financial capacity) by whatever name these are called."**

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 7.1 of appendix 2.10 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 agents or to any public officer 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 ensue as if the contract had been rescinded under clause 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.

**Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.**

The department shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.

Subletting of work as per clause 24 and Form-F Chapter-II Para 2.12 shall result in reduction in experience of the main contractor to be extent of sublet.

**Sum payable by way of Compensation to be considered as Reasonable Compensation**

**Without Reference to Actual Loss:**

**Clause 25:** 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.

**CHANGE IN THE CONSTITUTION OF FIRM:**

**Clause 26 -** In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer -in-charge for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration

**WORK TO BE UNDER DIRECTION OF EXECUTIVE ENGINEER / SUPERINTENDING ENGINEER:**

**Clause 27 -** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the Division/Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

**ARBITRATION CLAUSE:**

**Clause 28** Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the Superintending Engineer for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Superintending Engineer shall give his written instructions 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 parties.

Upon receipt of written instructions or decisions, of Superintending Engineer the parties shall promptly proceed without delay to comply such instructions or decisions. 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 party (es) is/are aggrieved against the decision of the Superintending Engineer, the aggrieved party may within 30 days prefer 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 the 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 in accordance with clause 8 above.

#### **LUMP SUM IN ESTIMATE:**

**Clause 29 -** When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question 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 the his discretion pay the lump sum amount entered in the estimates , 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.

#### **Action where no specification:**

**Clause 30 -** In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by Superintending Engineer / Chief Engineer for application to works

**Contractor's Percentage whether Applied to Net or Gross Amounts of Bills:**

**Clause 31 -** The percentage referred to at Para 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

**Claim for Quantities Entered in the Tender or Estimate:**

**Clause 32 -** 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 the tender of estimate. This is subject to the limitations as provided for in clause 13 and 14 above

**Claim for Compensation for Delay In Starting the Work:**

**Clause 33 -** No compensation shall be allowed for any delay caused, except as provided under clause 5.3, in starting of the work on any other ground or reasons whatsoever.

**EMPLOYMENT OF SCARCITY LABOUR:**

**Clause 34-** If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers 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 persons wages not below the minimum which Government may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor

**Royalty on Minor Minerals**

**Clause 35:-** 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 within 30 days of submission of final bill, then royalty charges which was kept under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released

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 this increase/decrease in the rates shall be reimbursed/deducted on actual basis.

#### **TECHNICAL EXAMINATION**

**Clause 36 -** The Government shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a result of such Audit & Technical Examination the 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 under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Government to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Government account if it is found that the contractor was paid lesser than what was due to him under the contract in respect any work executed by him under it, the amount of such under payment shall be duly paid by the Government to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and decision of the Superintending Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, no recovery, should be made without orders of the Chief Engineer whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of Twenty four months from the date of completion of work

#### **DEATH OF PERMANENT INVALIDITY OF CONTRACTOR:**

**Clause 37 -** If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However, if competent authority is satisfied about the competence of the surviving, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

#### **PENALTY FOR BREACH OF CONTRACT:**

**Clause 38 -** On the breach of any term or condition 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 the same as damages and compensation for the said breach but without prejudice to the right of the Governor to recover further sums



//25//

as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

//26//

**Office of the Executive Engineer**

**Rural Engineering Service, Division Raigarh Distt Raigarh (C.G.)**  
**LETTER OF ACCEPTANCE**

No /SAC/RES./2022  
To,

Raigarh Date : . 2022

.....  
.....

Subject:- Tender for Construction of ..... Tender  
Amount Rs. ....

Ref. :- This office short NIT No. .... Date .....

----- 0 -----

I am pleased to inform you that your tender for Const. of .....  
..... of Contract Amount Rupees ..... (in  
words.....), offer vide NIT No. .... based on SOR issued by E.-in-C, PWD for  
Building on Dated , inforce in R.E.S. with effect from Dated 01.11.2021 & SOR for  
Electrical works issued on Dated inforce with effect from Dated in Rural  
Engineering Service, were opened on dated.../.../2020 @.....% above/below is hereby accepted  
by ..... or under signed.

You are therefore requested to contact undersigned and sign and execute the  
agreement alongwith additional performance guarantee of Rs. .... as per special  
condition clause-1 within 15 days of issue of this letter failing which your earnest money will be  
forfeited by undersigned and you will be debarred for future tendering.

Executive Engineer  
R.E.S., Division Raigarh  
Distt. – Raigarh

End.No /SAC/RES./2022

Raigarh Date : . 2022

Copy forwarded To:

1. Accountant General, Zero Point, Vidhan Sabha Road, Raipur.
2. Chief Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
3. Superintending Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
4. Concerned Department.
5. Assistant Engineer, Rural Engineering Service, Janpad Panchayat .....
6. Sub Engineer Shri/Smt. ....Janpad Panchayat .... for  
information & necessary action.
7. Master File.
8. Public Information Officer, R.E.S. Division .....

Executive Engineer  
R.E.S., Division Raigarh  
Distt. - Raigarh

//27//

**Office of the Executive Engineer**  
**Rural Engineering Service, Division Raigarh Distt. Raigarh (C.G.)**  
**WORK ORDER**

No /SAC/RES./2022  
To,

Raigarh . Date : . 2022

.....  
.....  
.....

Subject:- Tender for Construction of ..... Tender  
Amount Rs. ....

Ref. :- Agreement No. .... Date .....

Sir,

Your contract for the Works .....  
has been accepted by me/Chief Engineer, R.E.S., on behalf of Governor of Chhattisgarh on Dated  
..... & signing of the contract for above said work.

You are hereby ordered to commence the work accordance with the contract  
document. The commencement date reckoned shall be taken as per clause 2. Details of your  
agreement is as under.

1. Agreement Number & Date:- .....
2. Contract Amount in Rupees:- .....
3. Completion Period :- .....
4. Agreemented Amount:- .....

Executive Engineer  
R.E.S., Division Raigarh  
Distt. Raigarh  
Raigarh Date : . 2022

End.No /SAC/RES./2022

Copy forwarded To:

1. Accountant General Chhattisgarh, Zero Point, Vidhan Sabha Road, Raipur (C.G.).
2. Chief Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
3. Superintending Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
4. Concerned Department.
5. Assistant Engineer, Rural Engineering Service, Janpad Panchayat .....
6. Sub Engineer Shri/Smt. ....Janpad Panchayat .... for  
information & necessary action.
7. Master File.
8. Public Information Officer, R.E.S. Division .....

Executive Engineer  
R.E.S., Division Raigarh  
Distt. - Raigarh

//28//

**Office of the Executive Engineer**  
**Rural Engineering Service, Division Raigarh on Distt. Raigarh on (C.G.)**

**COMPLETION CERTIFICATE**

No                      /SAC/RES./2022

Raigarh on Date :       .       2022

In pursuance of clause 6 of the agreement in form A, agreement No.-----/Dt of-----  
---) dated \_\_\_\_/\_\_\_\_/\_\_\_\_ between the contactor Shri/Ms. ....  
\_\_\_\_\_ and the Governor of Chhattisgarh; it is hereby certified  
that the said Contractor has duly completed the execution of the work under; taken by him there  
under on this \_\_\_\_\_ day of \_\_\_\_\_ 20 and this certificate was issued to the contractor vide  
office memo No. .... Dt.....

Executive Engineer  
R.E.S., Division Raigarh on  
Distt. - Raigarh on  
Raigarh Date :       .       2022

End.No                      /SAC/RES./2022

Copy forwarded To:

1. Accountant General Chhattisgarh, Zero Point, Vidhan Sabha Road, Raipur (C.G.).
2. Chief Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
3. Superintending Engineer, Rural Engineering Service, Vikas Bhawan, Civil Line, Raipur (C.G.).
4. Concerned department.
5. Contractor Shri/M/s. ....
6. Master File.
7. Public Information Officer, R.E.S., Division .....

Executive Engineer  
R.E.S., Division . Raigarh on  
Distt. - Raigarh on

**APPENDIX 2.10**

**GOVERNMENT OF CHHATTISGARH**  
**PANCHAYAT & RURAL DEVELOPMENT DEPARTMENT**  
**(RURAL ENGINEERING SERVICE)**  
**DETAILED NOTICE INVITING TENDER**

(IN FORM: A, FOR CONSTRUCTION AND MAINTENANCE WORKS)

1.1 Tenders are invited in Form A online/manual from Contractors registered in appropriate class with Unified Registration System, e-Registration in P.W.D. Chhattisgarh as well as on R.E.S. website <http://eproc.cgstate.gov.in> on behalf of the Governor of Chhattisgarh for the following work as per schedule of rates for Roads/ Buildings/Electricals works as mentioned in Para 2.2.1 below and amended up to date of issue of NIT. The Tender documents can be download from the R.E.S. website <http://eproc.cgstate.gov.in> directly through online by the payment of Rs. 3000.00 (in words Rs. Three Thousand Only)

(I). **Name of the Work:-** जिला रायगढ़ अंतर्गत विकासखंड खरसिया के ग्राम पंचायत टेमटेमा में  
 1800 मेट्रिक टन गोदाम क्र. 02

(II). Probable amount of contract: - **Rs. 75.27 Lakhs**

(III). Amount of earnest money: - **Rs. 56500.00**

(IV). Time allowed for completion:- **06 Months** from the reckoned date **Including**  
 rainy season (16<sup>th</sup> June to 15<sup>th</sup> October)

1.2 The electrical work shall be executed by Separate contractor by engaging the person(s) only who possess proper valid electric license issued by the competent authority of the state Government. He shall also attach a copy of the license before starting electrical items of work.

1.2.1. Where the contract for civil works of any building includes electrical works also, the Executive Engineer, R.E.S., of Concerned Division would be the Engineer in Charge in so far as electrical works component is concerned.

1.2.2. "The Superintending Engineer" referred to clause 13 of appendix 2.13 or appendix 2.14 (Agreement in form 'A' and 'B' respectively) would refer to the Superintending engineer, R.E.S., of concerned office so far as the electrical component of the work is concerned.

1.3: Not more than one tender shall be submitted by any contractor or by a firm of contractors.

1.4: No two or more concerns in which an individual is interested, as a proprietor and/or partner shall tender for the execution of the same Work. If they do so all such tenders shall be liable to be rejected.

1.5 The authority competent to accept the tenders shall be as provided in Para 2.094 of WD manual volume-I or as notified by state Govt. from time to time.

1.6: Tender document consisting of plans, specifications, schedule(s) of quantities of the various items of work to be done, the conditions of contract and other

necessary documents, together with addressed envelopes to be used for return of forms and other documents will be open for inspection at office during office hours and issued/sold on payment & can be viewed online.

- 1.7: The copies of others drawings and documents pertaining to the work signed for the purpose of identification by the accepting office or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the offices of Executive Engineer, Rural Engineering service of concerned division during working hours between up to the date mentioned in clause 1.1 & 1.6 above.
- 1.8: Tenders for work costing less then Rs. 20.00 lacs can also be submitted manually only by registered/speed post (not by courier).
- 1.9: Any manual tender (only for tender costing less then Rs. 20 lacs) received through registered post (AD)/ Speed post after close of office hours of the prescribed dead line for receipt of tenders shall not be received from the postman and or if received shall be returned back to the tenderer unopened.

(after subscribing the following remarks with dated initials by Superintending Engineer/ Executive Engineer or office Superintendent/D.A/S.A.C. "Received late on date ..... at ..... **P.M.** hence not entertained and returned")

**(Not Applicable 1.8 & 1.9 for Online Tender)**

- 1.10. All other tenders received before the prescribed deadline for receipt of tenders shall be in kept in safe custody with the office Superintendent or Divisional Accountant or Senior Account Clerk of the office of Superintending Engineer/Executive Engineer (as the case may be) till the prescribed time for opening of tenders.

On line and/or manual **tenders shall be opened** as per scheduled date & time at the office of the Executive Engineer before the contractors or his authorized representative intending to be present.

- 1.11 All bids/tenders costing Rs. 20.00 lacs or more must be submitted online only. If such tender received manually, it shall be returned back to tender unopened. The bid seals (hash) of the online bids required to be submitted by the bidders have to be generated and submitted after signing them with Digital Signatures on the system up to 5:30 P.M. on as per schedule then only the On line tenders of those contractors will be received on the Executive Engineer, R.E.S. Website from 5:30 P.M. on date as mentioned in schedule upto 5:30P.M. Contractors have to submit copies of Commercial Tax Registration Certificate, Revenue solvency certificate, financial capacity Certificate from any schedule Bank, Valid Registration Certificate and other required documents along with the Earnest Money Deposit in a separate Envelope and the same should reach the **concerned Executive Engineer or Other Officer** before the schedule **date & time** by registered A.D./Speed post. As the bids of the contractors have to be digitally signed by the contractor before submitting the bids Online, the bidders are advised to obtain Digital Certificates in order to bid for the work. (For online purchase of tender document application letter is not required).

**1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS**

The tender will be liable to be rejected out-right, if while submitting it:-

- I) The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof - or
- II) Any of the pages of the tenders removed or replaced – or

- III) In the case of item rate tenders, rates are not entered in figures, and in words and the total of the each item and grand totals are not written by the tenderers in the last column of the schedule of items (Annexure-E) under his signature - or
- IV) If erasures without attestation are made by him in the tender - or
- V) If all corrections and conditions and pasted slips are not initialed & dated by the tenderer - or
- VI) If the tenderer or in the case, each partner or any partners so authorised thereof, does not sign or signature/signatures is/are not attested by a witness on page 2 of the tender in the space provided for the purpose - or
- VII) If documents are not filled in ink or by ball pen.

### 1.13 NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY

**Note (I):** Fill in the blanks and strike out whichever is not applicable carefully before issue of N.I.T. for publication and display on the notice board as well as before sale / issue to intending tenderers.

**Note (II):** Unless the tender forms with complete documents are fully prepared and ready for delivery to intending tenderers; the notice shall not be displayed on the notice board nor sent for publication in the press.

**Note (III):** All tenders received after the deadline shall be noted in the register to be maintained in the concerned office & shall be counter signed by the head of office in the following format.

S.No.	Name of work	Time & date of receipt	Initial of person who returned the tender.	Date initials of the head office.

**Note (IV):** The names of tenderer(s) or their authorized representative present at the time of opening of tender(s) shall be noted in a register and their signature obtained in token of their presence. Rates and conditions, if any, offered by the tenderer(s) shall be read aloud by the officer opening the tender(s), so that the same can be noted by the tenderers or their representatives, if they so desire. The rates as well as conditions contained in the forwarding letter or separately attached to the tender(s) be read out, may also be got signed by all the tenderers or their representatives, who might be present. If they so desire. Comparative statements when ready (this should be as far as possible be got ready on the day after opening tenders) should also be exhibited publicly to the tenderers or their representatives.

**Note (V):** The officer opening the tender(s) should mark every tender under his dated initials by the fraction, the denominator of each will show the order in which the tenders are opened and the numerator will show the total number of tenders received. This should be done invariably on the first page of the tender form and on page (2) where the tenderers are to sign as well as pages of schedule of items. (Annexure-E) attested and number the corrections and overwriting on each in tender with dated initials. If some words or figure is/are corrected more than once, then all of such corrections must be initialed with date.

## **2. RATES:**

2.1 The schedule of items: The schedule of all items of work to be executed is enclosed as **Annexure - E**

2.2: Percentage rate tender in form "A".

2.2.1 **In respect of percentage rate tenders:-** contractor should quote his separate tender percentage rate above or below or at par the following schedule of rates.

(a) Building Work: including water supply & Sanitary fittings - The Schedule of rates issued by the E-in-C., RES. on dated 01.11.2021 its amendments issued up to the date of issue of N.I.T. (item not available is RES SOR can be taken from PWD, SOR) issued by E-in-C, PWD, w.e.f. 01.01.2015 and its amendment up to date of issue of N.I.T, for tubewell issued by E-in-C, PHE, w.e.f. 01.06.2020 and its amendment up to date of issue of N.I.T

(b) Electric works: - The Schedule of rates issued by the E-in-C., CGPWD dated 01.06.2020 and it Effected in Panchayat and Rural engineering Department from 09 09.2020..

(c) Road/Bridge/culvert works: - the Schedule of rates issued by the the E-in-C., RES. on dated 01.11.2021 its amendments issued up to the date of issue of N.I.T.

2.2.2: The percentage of tender above / below or at par with the relevant schedule of rates inclusive of all amendments issued up to the date of the issue of notice inviting tenders should be expressed on the tender form itself, both in words and figures in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the corrections should be duly attested and dated prior to the submission of tender.

Tenders not specifying percentage in words will summarily be rejected. In the case of variation between the rates stated in figure and words, the lesser of the two shall be deemed to be valid.

Any amendments to the schedule or rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendments to the current schedule of, rates, shall not apply to this tender.

2.2.3: The percentage tendered by the contractor will apply to those rates which find place in the Schedule of rates mentioned in clause 2.2.1 or have been derived from the said Schedule of rates and not to other items of work.

2.2.4: The percentage quoted by the contractor shall not be altered by the contractor during the term of contract. The deduction or addition, as the case may be of the percentage will be calculated on the amount of bill for the work done, after deducting the cost of materials supplied departmentally, if any, at rates specified in the agreement

2.2.5: If the work involves more than one S.O.R. even then the contractor shall quote only single rate, applicable to the all S.O.R. (for example- Building S.O.R. and Electrical S.O.R.)

### **2.3: Item Rates tenders in forms 'B': -**

2.3.1 In respect of item rate tenders, contractor should quote his rates for each of the items mentioned in the schedule of item in Annexure-E of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be as given by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule



be quoted. Any change in the unit shall lead to rejection of tender.

The tenderer shall fill his/ their tendered rates and prices for all items of works described in the schedule of item Annexure "E" (in the bill of quantities). The tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the other rates and prices of the schedule of other items indicated in annexure "E".

- 2.3.2. The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.
- 2.3.3. If the tender of the successful tenderer is unbalanced or "front loaded" in relation to Executive Engineer's estimate or by of the competent authority; real cost of the work to be performed under the contract by more than the amount of security deposit mentioned in clause 3.5 of N.I.T here of, the competent authority can require that the amount of the performance security set forth in clause 3.5 of N.I.T. here of , be increased at the expense of the successful tenderer to a level sufficient to protect the Government against financial loss in the event of subsequent default of the successful tenderer under the contract.

In case, where the aggregate of expected contracted payments would at any time exceed the executive Engineer's estimate of actual work performed by more than the amount of security deposit specified in clause 3.5 of N.I.T. such security shall be increased accordingly at the expense of the successful tenderer up to a limit/level mentioned above.

- 2.4 **Lead and lift of water:** No lead and lift for carting of water will be paid.
- 2.5 **Lead and lift of materials:** No lead and lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and or lift are provided in the Schedule of rates mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tender.
- 2.6 **Addition alteration and Non-Schedule items of works:-** During the execution of the work there is likelihood of addition alteration in the items of work and also of such items of work, which do not find place in the Schedule of rates, referred to above in respect of percentage rate contracts (Form "A"), or such items which are not given in the schedule of items in respect of item rate contracts (Form 'B'), for which contractor has not quoted his rates.

Contractor will have to carry out these items of work

- (i) for percentage rate tender (form A) - as provided in clause 13 the conditions of contract
- (ii) for item rate tender (form B) - as provided in clause 13 of the conditions of contract  
However both (i) and (ii) are subject to further condition as below:-
- (a) Variation in the quantities of any item or items as provided in the Annexure "E" (Schedule of Quantity/bill quantities) shall be limited to (+)25% (Twenty five percent) of that item(s).

### And

- (b) Increase in total value of work is limited up to (+) 10% (ten percent) of the amount of Administrative approval.

Any variation beyond the permissible limits (as per (a) & (b) of this clause) shall require prior written approval of next higher authority competent to sanction the tender or the government as the case, may be.

### **3 Submission of Tender :-**

3.1: Earnest money: -No tender will be considered without the deposit of the specified earnest money which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority and on production of a certificate that all tender documents have been returned, and will be retained from the successful tenders as part of the security deposit.

#### **3.2 Forms of earnest money:-**

3.2.1: The amount of earnest money shall be accepted only in the shape of Bank drafts or in other interest bearing shapes mentioned in W.D. Manual Para. 2.079 in favour of the Executive Engineer of concerned division. valid for a period of **03 months** extra of completion period at least and further subject to appropriate verification by the Executive Engineer concerned

3.2.2: The intending tenderers from other state may remit E.M. in the form of the bank draft of any schedule bank payable at par at the head quarter of the Executive Engineer.

3.3 **Earnest Money in separate covers:** The earnest money in one of the prescribed forms should be produced / sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer in case of tenders to be submitted by registered .A.D. or speed post. In case of on line tenders earnest money submitted shall be verified & if found in accordance with the prescribed mode, then only on line financial offer shall be opened.

3.4 **Adjustment of the earnest money:-** Earnest money, which has been deposited for a particular work, will not be adjusted towards the earnest money for another work but can be adjusted (if available) for the same work if tender is recalled and if requested in writing by the tenderer.

#### **3.4.1 Refund of earnest money:**

3.4.1. (i)If it is decided on the same day to reject all the tenders, the earnest money of all tenderers shall be refunded immediately after taking decision by the competent authority.

3.4.1.(ii)The earnest money of tenderers whose tenders are rejected shall be refunded .Also in case of the tenderer whose tender is accepted, and /or conveyed after expiry of the validity period ,Earnest money shall be refundable unless validity period extended by the tenderer

3.5 **Security Deposit:** (a) The Security Deposit shall be recovered from the Running Bills and final bill @ 5%(five) Percent as per clause – I of the agreement read with Para 3.5 of the N.I.T.

(b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of Contract or exceeds the probable amount of the contract.

(c) For unbalanced tender rate additional security Deposit shall be deposited as per respective clause of “Special Condition of NIT in percentage rate/item rate tenders.

3.6 **Implication of submission of tender:** Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples site etc. whether he inspects them or not.

3.7: The submission of a tender by a contractor implies that he has read the notice,

conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect, laid down in MORTH / I.R.C. Specification/ CPWD Specification /ISI Code for building and electrical works to be done, has thoroughly inspected the quarries with their approaches, site of work, etc., and satisfied himself regarding the suitability and availability of site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

**3.8 Income Tax Certificate-** A tenderer purchasing tender documents for works exceeding Rs. 10 lacs shall submit either

(a) Income Tax clearance certificate issued within 12 months from the date of receipt of tender.

**OR**

(b) His Income Tax return for the preceding 3 years and where law requires shall submit the audited balance sheet of Profit and Loss Account Statements with auditor's report for the preceding 3 years.

**3.8.1:** A financial capacity certificate or attested photocopy thereof – of, from any schedule bank along with the application for the tender papers be submitted which should not be older than 12 months from the date of application. Amount of financial capacity to be furnished shall be at least 15(fifteen) % of amount put to tender

The financial capacity certificate shall have to be in the following format:

**CERTIFICATE**

**(on the letter head of the Bank)**

On the basis of transactions/turn over in the account of \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

We are of the opinion that his financial capacity is to the extent of (both figures & words)  
Rs. .... (in words .....)

This is without any prejudice and responsibility on our part.

Br Manager

With seal of Bank

Place:

Date :

\_\_\_\_\_00\_\_\_\_\_

In case of Online tender, financial offer shall not be opened & In case of manual tenders, tender copies would not be issued/sold in the absence of these documents mentioned in clause 3.8 and 3.9

**3.9.** List of works executed, list of work In Progress and list of work in which his rate is lowest but not still awarded must be furnished by the bidder at the time of submitting the tender, in the Department and elsewhere showing therein "Annexure- I".

(1): The amount of each contract and total period of completion with information of original stipulated date of completion and actual date of completion.

(2): Balance of works remaining to be done, and the remaining time allowed as

per contract.

- (3): The amount of solvency certificate produced by him at the time of enrolment in the department.
- (4): Details of works where he withdraw his offer or did not-execute the agreement or where his contracts were rescinded in any department/organization (by whatever name these are called) of the Govt. of Chhattisgarh.
- (5): Tender submitted and wherever his offer is the lowest with details of work, contract sum & period mentioned for completion there in.
- (6): Other required documents

- 3.10 **Relationship:** The contractor shall not be permitted to tender for works in the Division (responsible for award and Execution of contracts) in which his near relative is posted as Divisional Accountant. He shall intimate the name of his near relative working in the P.&R.D.D. Secretariat and the concerned Division, He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by P.&R.D.D. Secretariat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the department.

*Note: By the term near relative is meant wife, husband, parents and son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.*

- 3.11 Signature of the tenderer for the works shall be witnessed by another person and signature affixed with his name designation and address in the space provided in the Tender document. Failure to observe this condition can render the tender of the contractor liable to rejection.

#### 4. **Opening and acceptance of tender:**

- 4.1: **Place and time of opening :** The tenders shall be opened at 11.30 AM or as suitable on the day subsequent to the dead line prescribed for receipt for tenders as per Para 1.1 above by the concerned Superintending Engineer/Executive Engineer in the presence of the tenderer or their duly authorised agents who may choose to attend. The officer authorised to open the tender may depute another officer to open the tender under unavoidable circumstances. If that day happens to be a holiday, then it shall be opened on the immediate next working day at the same time and place.

- 4.2 **Powers of Officer, receiving tenders:** The officer who opens the tender and for which he is not competent to accept, shall forward the tender to the competent authority through proper administrative channel; with his definite recommendation and enclosing therein all the tenders so received along with a complete set of approved NIT.

- 4.3: Conditional tender are liable to be rejected.

- 4.4 . **Canvassing:-** Canvassing for 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 to of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishtha Bhrastra Acharan Nivaran vidheyak , 1982.

- 4.5 Unsealed tenders :- The tenders can be rejected if not properly sealed by wax or by sticking tape, in the case of manual tenders.

- 4.6.: The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distinct part thereof or by distributing the work between

one or more tenderers, or reject the tender as a whole without assigning any reason. Such decision shall not be open to challenge in any forum or court of law.

- 4.7 **Validity of offer:-** Tender shall remain open up to 120 (one hundred twenty) days from the specified deadlines of receipt of tender(s) and in the event of the tenderer withdrawing his offer before the aforesaid date, for any reason whatsoever, earnest money deposited shall be forfeited.

- 4.7.1: In the event of withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the agreement as required by condition NO.8.1.1. of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work. In case of recall of tenders, in addition to for feature of his/her earnest money as per provisions of condition nos. 4.7 & 1.1. of the N.I.T. as may be applicable for the work, If the tenderer has committed a similar default on earlier occasion (s) as well then his/her registration in the department may be suspended temporarily for a period of 2 (Two) years, from such date as may be ordered by the authority who had registered him/her.

5. **Specifications:-**

- 5.1 **Brief Specifications:-** A brief note on construction and specification of all the major items of the work is enclosed in **Annexure- D**

- 5.2 **Material of construction:-** The materials of construction to be used in the work shall be governed by the IRC specifications for Rural roads /other IRC publications and their manual/ latest CPWD specifications/ISI codes for buildings and the relevant Indian standard specification with amendments and revisions issued up to the date of tender notice. Where ever any material has I.S.I. mark such material alone has to be used

- 5.3 **Workmanship:-** The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer, in respect of workmanship will be final.

- 5.4 Specification for building work:- (Including water supply and sanitary fittings.)

- 5.4.1 The contractor shall execute the work in conformity with the standards and procedure laid down latest CPWD specifications/ISI codes for buildings or special specification when ever enclosed separately and in accordance with the approved drawings

- 5.4.2 Concrete. All concrete shall be Mixed in concrete mixer and compacted by mechanical vibrators. Slump test shall be carried out during concreting and sample test cubes prepared and tested for strength in accordance with the code. The Department will carry out the testing at the cost of contractor.

The results of the tests shall conform with the required standard and if the Engineer-in- charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-charge at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of which has given unsatisfactory test results.

- 5.4.3 Bricks:- The contractor should use the bricks manufactured on the metric system, as far as possible.

- 5.4.4 All timber used in the wood work for works must be properly seasoned. In case of important buildings mechanical seasoning should be done in good seasoning plant.

In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense.

5.4.5 Maintenance of roofs. Subject to the provision in the agreements, it will be the responsibility of the contract to see that the roof 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 lime concrete and cement concrete terraced roof, after its completion. He will make good and replace all the defective work on this account at his own cost.

#### 5.5 **Specification of Electrical works.**

5.5.1 The work will be carried out as per the approved drawing and as directed by the Engineer-in-charge. The work will be governed by " General specifications " for the Electrical works in Government buildings in Madhya Pradesh in forces from 1972. All electrical materials must bear "I.S.I." mark

5.5.2 All samples of electrical accessories should be got approved from the Engineer- in-charge prior to their use in work. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. Item involved in the Electrical work is enclosed in Annexure D.

5.5.3 The Period of testing and refund of deposit will be 6 months after completion of work.

5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan tube light fixtures will be made by the Department as mentioned in the S.O.R. As such labour rates only as per S.O.R. will be paid for fitting of such items in position as per S.O.R.

5.5.5 The Contractor should submit "**as built**" detailed wiring diagram on tracing cloth showing the point position of switch length of point, position of D.B. and main switch circuit No. in which points fall at time of final bill. Otherwise deduction of 1/2 percent (Half percent) will be made from the contract sum of all electrical items

5.6. **Specifications for road/bridge/culvert works** - Deleted -----

5.7 Contradictions or amendments: In the event of contradiction between the stipulations of the Schedule of rates (schedule of rate relevant to this NIT) and aforesaid specification (vide Para 5.1 to 5.6 above) the stipulations of the schedule of rates shall gain precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of **Chief Engineer** shall be final.

6. **Supply of Materials:-** The following materials will be supplied by the department

Name of Materials	Rate.	Place of delivery
_____	NIL	_____

6.1 In case of the departmental supply of Iron/steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in SOR (with due allowance for the percentage above or below SOR. tendered and accepted.)

6.2 **Delay in supply :-** If the materials are not supplied in time the contractor will not be allowed any claim for any loss, which may be caused to him but only extension of time will be given at the discretion of the Executive Engineer and if applied for by the contractor within 15 days of its proposed utilization and as detailed in the latest construction program. Request of such material by the contractor shall be sent with

in one month in advance.

7. **Miscellaneous Conditions:-**

1. The tenderer or supplier should have a place of business in the State of Chhattisgarh from where the goods would be supplied to various destinations in the state and also hold a registration certificate as per rules.
2. The tenderer or supplier shall also submit the clearance certificate as provided under section 36 of Chhattisgarh Vanijyak Kar Adhiniyam.
- 7.1 **Subletting:** The contractor shall not without the prior approval of the 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 permission of the next higher authority accepting the tender or the Government as the case may be
- 7.2 **Taxes:** The rate quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Govt. will perform such duties in regard to the deduction of such taxes at source as per applicable law. **However if “Service Tax” and cess on service tax or any other “New Tax” (not increase or decrease in existing tax, duties, surcharge, except royalty on minor mineral) is levied on the contractor either by Central Govt. or State Govt, then the Executive Engineer shall reimburse the “Service Tax” and cess on service tax and or “New Tax” amount; on submission of proof of such payments by the contractor.**
- 7.3 Minerals extracted for works carried out on behalf of the Government of India, from the quarries in possession of and controlled by the state Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The Executive Engineer shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only)
- 7.4 **Rules of Labour Camps:-** The contractor will be bound to follow the Chhattisgarh Model Rules relating to layout, water supply and sanitation on labour camps (vide Annexure-A) and the provision of the National Building Code of India work in regard to constructions and safety.
- 7.5 **Fair Wages:-** The contractor shall pay not less than fair wages to labourers engaged by him during the contract period of the works (rules enclosed vide Annexure-B).
- 7.6 **Work in the Vicinity:-** The Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7 **Best quality of construction materials.** Materials of the best quality will be used as approved by the Executive Engineer. Where ever any material bears I.S.I. stamp(mark), this shall have first preference on other available accepted material(s)
- 7.8 **Removal of undesired persons:** The contractor shall on receipt of the requisition

from the Executive Engineer at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer is/are unsuitable or undesirable.

- 7.9 **Amount due from contractor:** Any amount due to the Government of Chhattisgarh from the contractor on any account concerning work may be recovered from him as arrears of land revenue.
- 7.10 **Tools and Plants:** - The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued at the sole discretion of the Executive Engineer and at the approved rate to the contractor as a special case.
- 7.11 **Right to Increase or decrease work:** The Engineer-in-charge reserves the right to increase or decrease with- in the scope of work any item of the work during the currency of the contract and contractor will be bound to comply with the order. However this is subject to the total limit of (+) 25% of any item(s) but up to (+) 10% of the contract value only after obtaining the approval of authority competent to accord Technical sanction
- 7.12 **Time Schedule:** The work shall be done by the contractor according to time schedule approved by the Engineer-in-Charge.
- 7.13 **Time of Contract:-** Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work after taking in to account the prescribed 15/30 days of prepatory period
- 7.14 **Payment by Cheque:** The payment will be made by cheques on the SBI Bank only. No bank commission charges on realising such payments will be born by the Department
- 7.15 **Transport of materials:** The contractor shall make his own arrangements for transport of all materials. The Executive Engineer is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion, if the recommendation proves to be in-effective, the contractor shall have no claim for any compensation on that account.
- 7.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.  
The contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in charge before commencement of work, if so desired by the Engineer-in-charge.  
All equipment provided shall be of proven efficiency and shall be operated and maintained at all time in a manner acceptable to the Engineer-in-charge.  
No equipment or personnel will be removed from site without permission of the Engineer-in-charge.
- 7.17 **Work Programme and methodology of construction:** The contractor shall furnish his programme of construction for execution of the work within the stipulated time and obtain the approval of the Engineer-in-Charge prior to actual commencement of work. For works costing more than **10** crores The contractor shall furnish his programme of construction for execution of the work within the stipulated time including the time and quantity schedule of material, transport,



equipment, labour etc. The contractor shall also submit a statement of "Cash Flow" (as per the format enclosed) Together with methodology construction of each item of work and obtain the approval of the Engineer-in-Charge prior to actual commencement of work.

- 7.18 Revised programme of work in case of slippage: In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-Charge to the revised programme. Such progress report shall be submitted monthly (by 5<sup>th</sup> of each month) in the prescribed format in the tender documents.
- 7.19 **Documentation:-** The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-Charge who will verify and certify these drawings, finally Constructed drawing(s) shall then be prepared by the contractor and supplied in triplicate along with a microfilm in case of minor and major bridges and on tracing cloth in all other cases to the Engineer-in-Charge for record and reference purpose.
- 7.20: The contractor shall have to provide a ruled duplicate register at site named "Site order book". It shall be in the custody of departmental supervisory staff. The Engineer-in Charge or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.
- 7.21: If any item of work is found to be substandard but the Engineer-in-Charge is of the opinion that the same is structurally adequate and can be accepted at the reduce rate, then in such cases, the Engineer-in-Charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O. letter to the Superintending Engineer concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Superintending Engineer shall have to be appended IN the bills of the contractor.

8. **SPECIAL CONDITIONS:**

- (i) To be inserted in the N.I.T of a particular work if found necessary in the interest of the work as per **Annexure-"G"**.

(Note:- Any such special condition can not over rule or be on contravention of the prescribed clauses and conditions)

8.1 **Agreement: -**

- 8.1.1 **Execution of agreement:** The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement In the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department. Failure to be so will result in the earnest money being forfeited to the Govt. of C. G. and tender being cancelled.

- 8.1.2 (a) The contractor shall employ the following Technical Staff during the execution of work-

- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.  
(ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.

- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff.
- (c) Incase the contractor fails to employ the technical staff as aforesaid, the E.E. shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer/diploma engineer to employ another graduate engineer/diploma engineer subject to the conditions provided under 8.1.2 (a),(b) and (f).
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

**Note:-** Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's works force and also receive instruction form the Departmental Engineers/Sub engineers.

In case the contractor fails to employ the above technical staff or fails to employ technical staff /personnel as submitted by the contractor in Pre qualification documents if prequalification is called and or the technical staff/personnel so employed are generally not available on work site and or does not receive or comply the instructions of the Department Engineers, the Executive Engineer shall recover/deduct from his bills, a sum of Rs. 2500/per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken under clause 3

## 8.2 **Conditions applicable for contract:-**

All the conditions of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form :-

Following documents annexed with this N.I.T shall form an integral part of the contract document:-

Annexure- "A" : Model Rules relating to labour, water supply & Sanitation in Labour camp.

Annexure-"B" : Contractor's labour regulations.

Annexure-"C":

- (a) Drawing (for buildings)
  - (i) Site plan/location
  - (ii) Plan, Cross section and elevation structural drawing, bar bending schedule etc.
  - (iii) Circuit wiring and plumbing drawing (for Buildings only)

Annexure-"D" :Specification for the work of construction of -----

Annexure-"E" : Schedule of items. to be executed

Annexure -"F": Form of Bank guarantee in lieu of performance security deposit. -

Annexure-"G": Special Conditions

Annexure- "H": Salient feature's of some major labour law's applicable to construction work.

Annexure- "I" : Work wise details of on going civil work construction which are yet to be completed

Annexure- "J" : PRE-CONTRACT INTEGRITY PACT

Annexure- "K": Information & Instructions to the Bidders for Online Electronic Govt. Procurement System (E-GPS)

Annexure- "L": Time Schedule.

## **ANNEXURE - "A"**

### **MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS**

Notes: 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 standards in permanent or semi-permanent labour camps should not be 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. 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 material. Each hut should provide at least 20 sqm. of living space.
4. Sanitary facilities: Latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for man and women specially so marked on the following scale.
5. Latrines - Pit provided at the rate of 10 users or two families per scat, separate urinals as required as the privy can also be used for this purpose.
6. Drinking Water - Adequate arrangement shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supplies are from intermittent sources overhead storage tank shall be provided with capacity of five liters a person per day. Where the supply is to be made from a well, it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other source of population. If possible, hand pump should be installed for drinking water from well. The well should be effectively disinfected once every month and the quality of water should be got tested at the public Health Institution between each work of disinfecting.
7. Bathing and Washing - Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. for washing and bathing. Proper drainage for the wastewater should be provided.
8. Waste Disposal - (A) Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbin. The dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.
9. Medical facilities
  - (A) Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary. If there are women in the camp, a whole time nurse Shall be employed.
  - (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with Dispensary and a part time Nurse/Midwife.

- (C) If there are less than 250 persons in any camp a First Aid Kit shall be maintained in-charge of whole time persons, trained in First Aid.

All the medical facilities mentioned above shall be for all residents in the camp including a dependent of the worker, if any free of cost.

**Sanitary Staff** - For each labour camp, there shall be qualified Sanitary Inspector and Sweeper should be provided in the following scales:

- (1) For camps with strength over 200 but not exceeding 500 persons. One sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- (2) For camps with strength over 500 persons one sweeper for every 100 persons above 1 st 500 for which 6 sweepers should be provided.

### **ANNEXURE - "B"**

#### **CONTRACTOR'S LABOUR REGULATIONS**

The Contractor shall pay not less than fair wages to labourers engaged by him in the work.

##### **Explanation :-**

- (a) "Fair Wages" means wages whether for time or piece works as notified during the period of execution of the works and where such wages have not been so notified the wages prescribed by the R.E.S. department for the division in which the work is done.
- (b) The contractor shall not with standing the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works or the performance of his contract, 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 it deduct from the money due to the contractor any sum required or estimated to be required for making good the less suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment of wages or of deductions mode from his or their wages which are not justified by their terms of contract on non observance of regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudices to his right to claim indemnity from his sub-contract.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act, 1970 and rules made there under by component authority from time to time before commencement of work, and continue to have a valid license until the completion of the work.
- (h) The contractor shall be responsible for maintain of Muster Roll, Wages distribution Register, Employment Register, Attendance Register, Pay slip of all the labouers directly or indirectly employed on the works.
- (i) The contractor shall pay all the admissible wages to the laboures through bank for

which every laboures employed in works must have bank account and Identity card issued by The "Chhattisgarh ..... Mandal.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the recalled non-execution of the work assigned to the contractor.

### **ANNEXURE - C**

- (a) Drawing (for buildings and Bridges)
- (i) Site plan/location
  - (ii) Plan, Cross section and elevation, structural drawing, bar bending schedule etc.
  - (iii) Circuit wiring and plumbing drawing (for Buildings only)

### **"Attach Prints"**

### **Annexure-"D"**

Brief Specifications for major items of the work of construction of -----

(Mention the Items involved with details )

Executive Engineer

### **Annexure-"E" (For percent rate tenders)**

Schedule of items.				
S. No.	S.O.R. Item No.	Description Of Item	Unit	Qty.
1				
2	Attached			
3 etc.				

**Note:-** In case of any discrepancy in this table vis-à-vis the applicable S.O.R. the provisions contained in the applicable S.O.R. shall prevail.

**ANNEXURE - F**

(Revised from Bank Guarantee Bond)  
**(GUARANTEE BOND)**  
**(In lieu of performance Security Deposit)**  
**(To be used by approved Scheduled bank) )**

1. In consideration of the Governor of chhattisgarh (here in after called the government having agreed to exempt .....  
..... (Herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated ..... made between ..... for the work (Name of work) ..... (here in after called the said Agreement) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreements on production of a bank Guarantee for Rs. ....  
..... Rupees .....  
Only we. (.) ..... (hereinafter referred to as " the bank (at the request of the said contractor (s) do here by undertake to pay the Govt., an amount not exceeding Rs. ....  
..... against any loss or damage caused to or would be caused to or suffered by the Government, by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.
2. We (.) ..... do here by undertake to pay the amount due and payable under this guarantee 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 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 agreements or by reasons of the contractor (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, Howere our liability under this Guarantee. shall be restricted to an amount not exceeding .....
3. We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We (.) ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer R.E.S. certified that the terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 9 months beyond the due date of completion of the work) ..... we shall be discharged from all liability under the guarantee.
5. We (.) ..... further agree with the government that the Govt., shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Gove. against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations. or extension being granted to the said contractor (s) or for barnacle, act or commission on the part of the Gove. or any indulgence by the Govt. to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We (.) ..... lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing :-

Dated the ..... day of ..... for ( )  
 .....(>) indicate the Name of the Bank  
 .....



**Annexure-G****SPECIAL CONDITIONS OF N.I.T.****(Reference Clause 8 of NIT)**

- (1) If the rate quoted by the lowest ( $L_1$ ) of the tenderer is considered unbalanced in relation to the Department's estimate of cost of work to be performed under the contract by the Executive Engineer/Superintending Engineer/Chief Engineer, the E.E./S.E./C.E. then may require the tenderer to submit and the tenderer shall submit detail price/rate analysis of major items of the work within 7 days of such notice so as to demonstrate the internal consistency of these price/rate(s) with his quoted price/rate(s). After evaluation by tender sanctioning authority Executive Engineer/Superintending Engineer/Chief Engineer may require the tenderer to submit 5 % additional Security for the performance of the agreement in the shape of F.D. receipt in favor of the E.E. before signing of the agreement, which shall be refunded along with the normal S.D. after Completion of work. If he fails to complete the work or left the work incomplete, this 5% additional SD, shall also be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case if tenderer/contractor does not agree to deposit additional 5% security deposit then his bid may be rejected by the sanctioning authority and earnest money forfeited
- (2) If the tenderer, whose tender has been accepted, and after signing the agreement,
  - (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or
  - (iii) abandons the work, or
  - (iv) merely goes on applying for extension of time; the Executive Engineer shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory (at the sole discretion of the Executive Engineer), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the Govt. If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any R.E.S. Division in the State of Chhattisgarh for a period of 2 (two) years from the date of such order, by the authority which had registered him/her.

Such orders & action shall be final binding and conclusive
- (3) **Detailed programme of Construction:**
  - (i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme month wise for
    - (a) Materials procurement
    - (b) Their transport arrangement to worksite with details of No. of truck/tippers
    - (c) Detailing of construction plants & equipments
    - (d) Cash flow/revised Cash flow
  - (ii) The contractor shall submit in the first week of each month a statement of **"target vis-à-vis actual performance"** of each item/event with slippage, if any; mentioning reasons of slippage and proposal for revised construction programme to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4(four) months can be treated as "fundamental Breach of Contract" and can result in invoking clause 3 of the conditions of contract.

**(4). Performance Guarantee:**

- (i) The contractor shall also be responsible for performance of work carried out by him for a period of 36 (Thirty six) month beyond the completion of work for which additional performance security has to be furnished by him @ 5%(five percent)of amount of contract. For this purpose contractor has to submit to the department a Bank Guarantee of 5% amount of the value of work done on every running and final bill payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performance cash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 36 (thirty six) month after actual completion.

If require, the Executive Engineer shall ask the contractor to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the contractor shall extend the validity period of such Bank Guarantee accordingly. If the contractor fails to extend the period accordingly, the Executive Engineer shall encash the B.G. before the expiry of the validity period.

- (ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Executive Engineer/Sub Divisional Officers to him.
- (iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer/Sub Divisional Officer to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"
- (iv) After two years of completion of construction, 50% (fifty percent) of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the Executive Engineer.
- (v) Remaining performance Bank Guarantee as would be remaining (after recovery all cost plus 15% (Fifteen percent) for rectification of defects, if done by the department or through other agency) shall be returned after 3 years of completion.

The performance guarantee will be in addition to the normal security to be deducted as per clause 1 of agreement for the execution of contract.

- (5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Executive Engineer, authorising him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and got confirmed from the concerned Bank. It will be only after getting such confirmation that the Executive Engineer shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
- (6) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.

**(7) For Bituminous Road Works**

- (a) Bitumen of required penetration grade or emulsion shall be procured by the contractor directly from any or all of the Govt. Oil Company viz. Indian Oil Company (IOCL), Hindustan Petroleum(HPCL) and Bharat Petroleum Company (BPCL).

- (b) It shall be obligatory on the contractor to submit within one week of receipt of Bitumen, original first copy of Bitumen invoice(s) (meant for the Buyer/Customer) (not other copies meant for Storage, Transporter etc. etc.) to the concerned Division or Divisions and get the invoice duly stamped and see that suitable entry is recorded by the Division of its use with grade, quantity proposed to be used in particular contract agreements (s)/Division. On the original invoice the contractor shall have to write "..... MT quantity or Bitumen of this invoices is proposed to be used in agreement No. .... of ..... of ..... Division and ..... quantity in agreement No. .... of ..... of this or (other named) division in that divisions agreement No. .... of ..... and sign the same. Contractor(s) shall also furnish a certificate that "This is to certify that I/We have submitted the original and true bill(s) & I am responsible for its veracity"

The sub divisional officer there after shall countersign the same and submit the invoice(s) to the Executive Engineer who shall cause the same to be photocopied and return the photocopy duly certified to the contractor. All originals invoices shall be retained by the Executive Engineer till the payments final bill. There after the contractor shall return the attested photocopies of all invoices and take back the original invoices of Bitumen.

- (c) The contractor shall have to install hot mix plant as per clause 504.3.4 of MORTH specification 15 days before starting of bituminous work nearer to the site of work, so as to maintain the temperature of hot mixed materials at work site as per MORTH norms. In case of failure in installing the hot mix plant, it shall be treated as breach of contract and penalty shall be imposed under agreement clause 38
- (d) Contractor shall submit the certificate of ownership of Computerized Hot Mix Plant, Mechanical paver, Vibratory roller, other plants & machineries and in case of Sensor paver, either owned or procured against mobilization advances; duly certified by the E.E. or equivalent officer (Certificate should not be older than 24 months) in case the tenders which include the work of 50mm or more thickness of B.M./D.B.M. (with M.S.S./S.D.B.C./B.C.), along with the EMD envelope, otherwise tender will be disqualified while opening.
- 8) The contractor has to fix reflecting information board, size 120 cms X 90 cms. One at starting point of the road and another from end point of the road describing the details of work as instructed by E. E. at his costs.
- 9) In case of conflict between "General condition of contract- and the special condition" the terms of special condition s shall prevail.
- 10) In the event of withdrawing his/her after before the expiry of the period of validity of offer or failing to execute the agreement as required by condition No. 8.1.1 of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of condition No. 4.7 and 8.1.1 of N.I.T. as may be applicable for the work, the registering authority will demote the contractor/firm for a period of one year. If the tenderer has committed a similar default on earlier occasion(s) as well, then such demotion in registration will be permanently.

This special condition will supersede any thing contrary to it in the tender document.

**शर्त क्रमांक 11 :- सत्यनिष्ठा संधि (Pre-Integrity Pact)**

**11.1** "प्रत्येक निविदाकर्ता (ठेकेदार/सामग्री प्रदायकर्ता) द्वारा निविदा आमंत्रित करने वाले अधिकारी (मुख्य अभियंता, अधीक्षण अभियंता, कार्यपालन अभियंता या अन्य अधिकारी जो निविदा प्रक्रिया एवं अनुबंध का पालन करने के लिए जवाबदार हैं) के साथ सत्यनिष्ठा संधि में निर्धारित प्रपत्र में जो Annexure - "J" में दर्शाये गये हैं, में हस्ताक्षर करेंगे तथा इसका शपथ पत्र में उल्लेख किया जावेगा।

**11.2** सत्यनिष्ठा संधि (Pre-Integrity Pact) को रु. 50 के गैरन्यायिक स्टाम पेपर में तैयार कराकर उसकी एक प्रति स्कैन कर निविदा में अपलोड की जावेगी तथा हार्डकापी तकनीकी दस्तावेज के लिफाफे में अमानत राशि के साथ हस्ताक्षर सहित प्रस्तुत किया जावेगा। तकनीकी दस्तावेज खोलकर सर्वप्रथम कार्यपालन अभियंता द्वारा इस सत्यनिष्ठा संधि में हस्ताक्षर किया जावेगा।

**11.3** जिस ठेकेदार द्वारा इस सत्यनिष्ठा संधि (Pre-Integrity Pact) में हस्ताक्षर नहीं किया जावेगा, उसके वित्तीय प्रस्ताव नहीं खोले जावेंगे तथा तकनीकी दस्तावेजों के साथ प्रस्तुत अमानत राशि राज्य शासन के पक्ष में राजसात कर ली जावेगी।

**शर्त क्रमांक 12 :- ठेकेदार से वसूल किये जाने वाली राशि/अग्रिम पर ब्याज**

(i) बिना शर्त की बैंक गारंटी (Unconditional Bank Guaranty) की राशि अग्रिम राशि के 110% के बराबर ली जावेगी जो निविदा अवधि से 6 माह अतिरिक्त अवधि के लिए छत्तीसगढ़ राज्य में स्थिति राष्ट्रीयकृत बैंक द्वारा बनाया गया हो। अन्य राज्य में स्थित राष्ट्रीयकृत बैंकों द्वारा जारी की गई बैंक गारंटी छत्तीसगढ़ राज्य के संबंधित बैंक की शाखा के माध्यम से जारी की गई हो।

(ii) समय पर कार्य पूर्ण करने/कार्य अधूरा छोड़ने के कारण जा वसूली राशि निर्धारित की जाती है उसे 30 दिन के अंदर अनिवार्यतः ठेकेदार द्वारा जमा किया जावे अन्यथा वसूली योग्य राशि पर प्रचलित बाजार दर पर ब्याज जो न्यूनतम 15% चक्रवृद्धि ब्याज त्रैमासिक आधार पर देय होगी, भी वसूली योग्य होगी।

**शर्त क्रमांक 13 :-**

**13.1** प्रत्येक निर्माण एजेंसी कोयला/लिग्नाइट आधारित ताप विद्युत उत्पादन केन्द्र की परीधि से 100 कि.मी. की सड़क मार्ग से दूरी तक समस्त निर्माण कार्यों में सिर्फ फ्लाईऐश अथवा उसका उपयोग कर बनाये गये उत्पादों जैसे, सीमेंट या सीमेंट कांकीट, फ्लाईऐश ईटे या टाइल्स या ब्लॉक क्ले फ्लाईऐश ईटे या ब्लाक्स या समकक्ष उत्पाद जिसमें फ्लाईऐश का भी उपयोग किया गया हो, सुनिश्चित किया जावेगा।

**13.2** सभी एजेंसी चाहे वह राज्य शासन की या स्थानीय शासन की या निजी या प्राइवेट सेक्टर की हो, उन्हें भी उपरोक्त बिन्दुओं का पालन करना अनिवार्य है तथा प्रत्येक वर्ष राज्य पर्यावरण नियंत्रण मण्डल अथवा उसके क्षेत्रिय कार्यालय को उसकी जानकारी भेजना अनिवार्य है।

**13.3 भवन निर्माण सामग्री में उपयोग की जाने वाली फ्लाईऐश की मात्रा निम्नानुसार होगी :-**

S.N.	Building materials or Products	Minimum % of Fly ash by weight
1	Fly ash brick, blocks, tiles, etc. made with fly ash, lime, gypsum, sand, stone dust etc. (without clay)	50% of total input materials
2	Paving block, paving tiles, checker tiles, mosaic tiles, roofing sheets, precast elements, etc. wherein cement is used binder.	Usage of PPC ( IS-1489:part-1) or PSC (IS-455) or 15% of OPC (IS-269/8112/12269) content.
3	Cement	15% of total raw materials
4	Clay based building materials such as bricks, blocks, tiles etc.	25% of total raw materials
5	Concrete, mortar and plaster	Usage of PPC ( IS-1489:part-1) or PSC (IS-455) or 15% of OPC (IS-269/8112/12269) content.

**13.4** कोई भी व्यक्ति या संस्था या निर्माण एजेंसी विद्युत उत्पादन केन्द्र की परीधि से 100 कि.मी. की सड़क मार्ग से दूरी में किसी भी प्रकार का सड़क फ्लाई ओवर या इम्बैकमेंट का निर्माण कार्य जो भारतीय सड़क कांग्रेस द्वारा जारी IRC Specification No. SP: 58/2001 (समय पर संशोधनों सहित) के आधार पर किया जाना अनिवार्य है। फ्लाईऐश के उपयोग में किसी प्रकार का बदलाव ताप विद्युत गृह से फ्लाईऐश उपलब्ध न होने का प्रमाण पत्र प्राप्त होने पर ही संबंधित मुख्य अभियंता द्वारा किया जा सकेगा।

**13.5** कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र से 100 कि.मी. की दूरी के अंदर निचले क्षेत्रों में किसी भी प्रकार का भराव मिट्टी से नहीं किया जा सकेगा, सिर्फ इसमें फ्लाईऐश का ही उपयोग किया जावेगा, जैसा कि निर्धारित मानकों एवं दिशा निर्देशों में दर्शाया गया है।

**13.6** कोई भी व्यक्ति या एजेंसी कही भी कोयला या लिग्नाइट आधारित ताप विद्युत केन्द्र से 50 कि.मी. के अंदर कम से कम 25 प्रतिशत फ्लाईऐश का उपयोग किये बिना खदान की मंजूरी नहीं देगा।

**13.7** कोई भी व्यक्ति या एजेंसी विद्युत उत्पादन केन्द्र से 50 कि.मी. की दूरी तक बिना 25 प्रतिशत फ्लाईऐश का उपयोग किये ओवरवर्डन को नहीं डालेगा।

**13.8** उपयोगकर्ता एजेंसी को कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र द्वारा बिना किसी कीमत के निर्धारित स्थान से फ्लाईऐश उठाने की ताप विद्युत संयंत्र द्वारा अनुमति दी जावेगा।

**2. परिशिष्ट 2.10 की अन्य शर्तें यथावत रहेंगी।**

**Annexure – 'H'****SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## Annexure - I

**Annexure -I-(i) - Workwise details of Completed works and volume over the last five years.**

[illegible]

Note :- Attach/ upload scanned certified copy of work order and completion issued by Engineer-in-charge not below the rank of Executive Engineer of each work clearly mentioning value of work done/paid in each year if completed in more than one financial year. Complete address and phone /fax number with STD code must be indicated in each certificate so that verification can be made.



**Annexure -I-(ii) – Workwise details of ongoing civil work construction which are yet to be completed.**

[illegible]

Note :- Attested copy of work order.

**Annexure -I-(iii)- Detail of tender submitted but not awarded.**

Sno.	Project Name	Name of Employer	Description of work	Value of Tender	NIT	Submitting of bid	Opening of bid	Rate quoted	Date of Opening of bid if not open so for	Tentative date of award if known	Remark
1	2	3	4	5	6	7	8	9	10	11	12
	Total										

**Name of work**

NAME OF DIVISION .....

NAME OF CONTRACTOR .....

AGR. No. ....

DATE OR WORK ORDER .....

DUE DATE OF COMPLETION .....

EXTENSIONS  
GRANTED/APPLIED UP TODETAILED WORK PROGRAMME - ORIGINAL/1<sup>ST</sup> Revision/2<sup>nd</sup> Revision/..... Revision)**WORK ITEMS**

Sr. No.	Items	Unit	Months											Remarks approximate amount against items as per programme may be mentioned
			1	2	3	4	5	6	7	8	9	10	etc.	
1														
2														
3														
4														
5														
6														

Approved  
-Executive  
Engineer

Signature (Contractor)

### MONTHLY TARGET Vs. ACTUAL ACHIEVEMENT

**Cumulative Achievement of item of work for the month ending of Dated ...../20.....**

Agt. No. ....

Name of Work .....

Length ..... Date of W.O. ....

Date of Completion .....

Extension of applied upto .....

[illegible]

Comments of Executive Engineer if any

Contractor

## **ANNEXURE - "J"**

### **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 month .....20....., between, the Government of Chhattisgarh acting through Shri ..... EE RES Division -----(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 (here in after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an 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.

#### **2. OBJECTIVES**

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

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

#### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- 3.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2.** The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3.** All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion to the other 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 THE BUYER**

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

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

- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

**5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the 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 Nationalised 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 instrument (to be specified in the REP).
- 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 the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bind in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture if 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 proceeding 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 cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee 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 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 any 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 dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose 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, than 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 correction 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 help for the purpose of such examination.
- 11. LAW AND PLACE OF JURISDICTION**  
This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the 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 .....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/PSU

Witness

witness

1) .....

1) .....

2) .....

2) .....

## 2.14

## //शपथ पत्र//

में .....पिता श्री .....उम्र ..... वर्ष निवासी ..... जिला-.....  
..... यह शपथपूर्वक अभिकथन करता हूँ कि :-

1. भारत सरकार पर्यावरण एवं वन मंत्रालय द्वारा जारी अधिसूचना दिनांक 03 सितम्बर 2009 द्वारा अधिसूचना दिनांक 14 सितम्बर 1999 के संशोधन अनुसार छ.ग. शासन पंचायत एवं ग्रामीण विकास विभाग के निर्देश 6677/1551/22/वि-3/ग्रायांसे/2014, दिनांक 12.09.2014 के द्वारा निम्न प्रक्रिया निर्धारित की गई है कि :-

- 1.1 प्रत्येक निर्माण एजेंसी कोयला/लिग्नाइट आधारित ताप विद्युत उत्पादन केन्द्र की परीधि से 100 कि.मी. की सड़क मार्ग से दूरी तक समस्त निर्माण कार्यों में सिर्फ फ्लाईऐश अथवा उसका उपयोग कर बनाये गये उत्पादों जैसे सीमेंट या सीमेंट कांक्रीट, फ्लाईऐश ईटें या टाइल्स या ब्लॉक क्ले फ्लाईऐश ईटें या ब्लाक्स या समकक्ष उत्पाद जिसमें फ्लाईऐश का भी उपयोग किया गया हो, सुनिश्चित किया जावेगा।
- 1.2 भवन निर्माण सामाग्री में उपयोग की जाने वाली फ्लाईऐश की मात्रा निम्नानुसार होगी :-

S.N.	Building Materials or Product	Minimum % of Fly ash by weight
1.	Fly ash bricks blocks tiles etc. made with fly ash, lime, gypsum, sand, stone dust etc. (without clay)	50% of total input materials.
2.	Paving blocks, paving tiles, checker tiles mosaic tiles, roofing sheets, precast elements etc. wherein cement is used as binder	Usage of PPC (IS-1489: Part-1) or PSC (IS-455) or 15 % of OPC (IS-269/8112/12269) content.
3.	Cement	15% of total raw materials.
4.	Clay based building materials such as bricks, blocks, tiles etc.	25% of total raw materials.
5.	Concrete, mortar and plaster	Usage of PPC (IS-1489: Part-1) or PSC (IS-455) or 15 % of OPC (IS-269/8112/12269) content.

//2//

- 1.3 कोई भी व्यक्ति या संस्था या निर्माण एजेंसी विद्युत उत्पादन केन्द्र की परीधि से 100 किमी की सड़क मार्ग से दूरी में किसी भी प्रकार का सड़क फ्लाई ओवर या इम्बैकमेंट का निर्माण कार्य जो भारतीय सड़क कांग्रेस द्वारा जारी IRC Specification N. SP: 58/2001 (समय पर संशोधनों सहित) के आधार पर किया जाना अनिवार्य है। फ्लाईऐश के उपयोग में किसी प्रकार का बदलाव ताप विद्युत गृह से फ्लाईऐश उपलब्ध न होने का प्रमाण पत्र प्राप्त होने पर ही संबंधित मुख्य अभियंता/मुख्य कार्यपालन अधिकारी, जिला पंचायत द्वारा किया जा सकेगा।
- 1.4 कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र से 100 किमी की दूरी के अंदर निचले क्षेत्रों में किसी भी प्रकार का भराव मिट्टी से नहीं किया जा सकेगा, सिर्फ इसमें फ्लाईऐश

का ही उपयोग किया जावेगा, जैसा कि निर्धारित मानकों एवं दिशा निर्देशों में दर्शाया गया है।

2. छ.ग. शासन पंचायत एवं ग्रामीण विकास विभाग के आदेश क्रमांक 7082/264(ए)/22/वि-3 /ग्रायांसे/2014 दिनांक 22.09.2014 के द्वारा कार्यविभाग नियमावली 1983 के परिशिष्ट 2.10, 2.13 एवं 2.14 की परिशिष्ट -2.10 के एनेक्जर जी में विद्यमान विशेष शर्तों के साथ 12 के पश्चात् विशेष शर्त क्रमांक 13 प्लाईऐश के अधिकतम उपयोग हेतु निविदा दस्तावेजों में संशोधन लागू किया गया है।
3. मैं शपथपूर्वक कथन करता हूँ कि उपरोक्त निर्देश कंडिका 1.1 से 1.4 तक एवं कंडिका 2 के निर्देशों का पालन ग्रामीण यांत्रिकी सेवा की निविदा अभिलेखों में एवं निर्माण संपादन कराये जा रहे निर्माण कार्यों में किया जा रहा है।
4. मैं शपथ पूर्वक कथन करता हूँ कि मेरे द्वारा वर्णित कथन सत्य एवं सही है।  
दिनांक .....

**हस्ताक्षर  
(शपथकर्ता)**

//सत्यापन//

मैं ..... पिता श्री ..... उम्र .....वर्ष .....  
जाति निवासी ..... , जिला ..... (छ.ग.) का सत्यापित करता हूँ कि उक्त  
शपथ पत्र की कंडिका क्रमांक 01 से 04 तक में वर्णित कथन मेरे निजी ज्ञान एवं जानकारी  
में सत्य एवं सही है।  
दिनांक.....

**हस्ताक्षर  
(शपथकर्ता)**

**AFFIDAVIT**

I....., Son of ....., age  
..... years, resident of  
.....Proprietor/Partner/Director of the  
firm..... solemnly declare that :-

01. I am submitting E-tender for system Tender No. ----- NIT No. -----  
----- Name of work -----  
----- with required documents.
02. All documents and information furnished are correct in all respect to the best of my knowledge and belief.
03. I have not suppressed or omitted any information as is required.
04. I am/we are neither blacklisted nor debarred by Govt. of India/ other State Government/Chhattisgarh state  
Government Departments.
05. I have not delayed the execution of any contract work for more then one year from the stipulated period of  
contract.
06. I hereby authorized the CGRES official to get all the document verified from appropriate source(s).
07. The near relation as per clause 3.10 in the department are not in his employment of the firm.
08. I hereby also declare that I made PRE-CONTRACT INTEGRITY PACT (non judicial stamp no.  
.....for System Tender No. ----- RES., Division -----, withCGRES  
Department of Govt. of Chhattisgarh.

Deponent.

(.....)  
Authorized signatory for and on behalf of  
M/s .....

**VERIFICATION**

I.....S/o ..... do here by affirm that the  
contents stated in para 1 to 8 are true to my knowledge and belief are based on my/our record.

Place: .....

Date: .....

Deponent.

(.....)  
Authorized signatory for and on behalf of  
M/s .....

**Annexure-K****INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR  
ONLINE ELECTRONIC GOVERNMENT PROCUREMENT SYSTEM (E-GPS)**

**Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

**1. Vendor / Bidder Registration on the e-Procurement System:**

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 258 2502 or email [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in).

**2. Digital Certificates:**

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

**Note:** It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

**Important Note:** bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

**3. Online Payment:** As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the eProcurement portal <https://eproc.cgstate.gov.in>.

**4. Setup of User's Computer System:** In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 7.25 or latest update, Internet explorer 9 & above or any other latest browser. A detailed step by step document on the same is available on the home page.

**5. Publishing of N.I.T.:** For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

**6. Tender's Critical Dates & Time:** The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

**7. Download Tender Document(s):** The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

**8. Submit Online Bids:** bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

**9. Submission of Earnest Money Deposit:** The bidders shall submit their Earnest Money Deposit

Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

**10. Opening of Tenders:** The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

**10. Briefcase:** Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

**Tender's Critical Dates & Time:** The Bidders are strictly advised to follow the tender critical dates for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in)
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHIPS) on Tel. No. 0771 - 4014158 or email: [pro-chips@nic.in](mailto:pro-chips@nic.in).

**13. Instruction to bidder for details of the document to be furnished/ Amendment made in the tender document for online bidding.**

**Details of documents to be furnished: -**

1. Scanned copies of the following documents to be up-loaded in Pdf format in the website <https://eproc.cgstate.gov.in>.
  - i. Duly pledged EMD
  - ii. Commercial Tax clearance certificate
  - iii. Income Tax Clearance Certificate issued within 12 month from the date of tender OR Preceding 3 years Income Tax return & audited Balance sheet of Profit & Loss Account statement with auditor's report
  - iv. Registration Certificate with Revenue Solvency (Valid if any)
  - v. Affidavit regarding correctness of certificate
  - vi. Affidavit regarding no relation certificate
  - vii. Annual Turnover certificate from Chartered Accountant for last three financial year forms with break up of Civil works & total works each financial years.

2. Scanned copies of the certificates showing details of similar nature of works, work in hand should be uploaded after converting the same to PDF.
  - i. Similar Nature of works executed
  - ii. Work in hand
3. Uploaded document of valid successful tenderers/bidders will be verified with the original before signing the agreement. The valid successful tenderers/bidders has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.
4. Tender document is not to be uploaded by the tenderers/bidders. The tenderers/bidders has to only agree/ disagree on the conditions in the tender document. The tenderers/bidders who disagree on the conditions of tender document, cannot participate in the tender.
5. The tenderers/bidders have to produce the original EMD in approved form before the Executive Engineer, R.E.S. concerned on or before the date & time of opening of Technical Bid. Failing of which the bidder will be disqualified.
6. In case of malfunctioning of electronic procurement system (e.g. in case of any failure, malfunction or breakdown of the electronic system) during the electronic tendering process the date of tender will be extended.