

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 Online percentage rate tenders are invited in Form A from Contractors registered in appropriate class with unified registered in PWD, Chhattisgarh, or equivalent contractors of Central/ other State Govt. & their under takings & firms of repute (subject to get registered in RES before execution of agreement, if awarded) as well as on R.E.S. website [http:// eproc.cgstate.gov.in](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 downloaded free of cost from the R.E.S. website <http://eproc.cgstate.gov.in> however tender shall be submitted directly through online only after making the online payment of Rs. **1500/-** (in words Rs. **One Thousand Five Hundred Only**) as bid submission fees as per the “key dates” mentioned in para 1.1.1 Online:-

- (I) **Name of the Work:** - Zonal Tender (Different Type of Civil Works i.e. but each work not exceeding cost of Rs. 30.00 lakh) at CGRRDA Civil Line Vikas Bhawan, Distt.- Raipur (C.G.)
- (II) Probable amount of contract: - **Rs. 40.00 Lakh**
- (III). Amount of earnest money: - **Rs. 30000.00**
- (IV). Time allowed for completion:- **12th Months** from the reckoned date including rainy season.

1.2 The electrical work shall be executed by civil 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 circle 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 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** atP.M. hence not entertained and returned")

(Not Applicable para 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 partnerers 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 ENC R.E.S. in force on dated 01.11.2021 and its amendments issued up to the date of issue of N.I.T.
- (b) Electric works: - The Schedule of rates issued by the E-in-C, PWD in force with effect from and 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 in - creased 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 then 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 15 months 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 :

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 of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishtta 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.**

The road / bridge / culvert works shall be carried out according to specifications for road & bridge works/ Specifications for Rural roads ,its manual / specification in force' and or special specification or the relevant specifications published by the Indian Road congress.

- 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 Engineer-in-Chief shall be final.

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

Name of Materials	Rate.	Place of delivery
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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 within 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 preparatory 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 5th 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 etc.

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

Annexure-"C":

- (a) Drawing (for buildings and Bridges)
 - (i) Site plan/location
 - (ii) Plan, Crosssection and elevation structural drawing, bar bending schedule etc.
 - (iii) Circuit wiring and plumbing drawing (for Buildings only)
 - (iv) Founding and formation levels, for C.D. Works

- (b) For road work :- Index plan and locations of C.D. Works with type of C.D.

(H.P. box culvert, flush/raised, causeway, slab culvert/ Bridge)

Annexure-"D" :Specification for the work

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" : Workwise details of on going civil work construction which are yet to be completed.

Annexure- "J" : Prequalification document.

Annexure- "K" :Special terms & condition for Zonal Tender.

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.

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)
 - (iv) Founding and formation levels, also for C.D. Works
- (b) For road work :- Index plan and locations of
C.D. Works with type of C.D.
(H.P. box culvert, flush/raised,
causeway, slab culvert/ Bridge with bench mark all levels and
details of each

“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-"E" (For Item rate tenders)

Schedule of items.							
S. No.	S.O.R. Item No. (reference in any)	Description Of Item	Unit	Qty.	Rate in figure	Rate in Words	Amount in figure
1							
2		Deleted					
3 etc.							
Grand Total					Rs.....(in figure)		
					and(in words)		

(use separate sheet)

Note:- In case of any discrepancy in the rate written in figure and in word of any item the lesser rate of the two shall be deemed to be the offered rate and amount of that item calculated and corrected accordingly.

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 fulfilment 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, However 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 without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Govt. against the said contractor (s) and to forbear 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 default, act or commission on the part of the Govt. or any indulgence by the Govt. to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We (.) lastly undertake 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 % or more additional Security as decided by the Chief Engineer 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 in complete, this 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 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 3 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 of 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 Computeraized 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 लिये जवाबदार हैं) के साथ सत्यनिष्ठा संधि में निर्धारित प्रपत्र में जो परिशिष्ट-I 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 स्केन कर online निविदा में अपलोड की जावेगी तथा हार्ड कापी 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

- (1) बिना शर्त बैंक गारंटी (Unconditional Bank Guaranty) की राशि अग्रिम राशि के 110% के बराबर ली जावेगी जो निविदा अवधि से 6 माह अतिरिक्त अवधि के लिये छत्तीसगढ़ राज्य में स्थिति राष्ट्रीयकृत बैंक द्वारा बनाया गया हो। अन्य राज्य में स्थित राष्ट्रीयकृत बैंको द्वारा जारी की गई बैंक गारंटी छत्तीसगढ़ राज्य के संबंधित बैंक की शाखा के माध्यम से जारी की गई हो।
- (2) समय पर कार्य पूर्ण न करने/कार्य अधूरा छोड़ने के कारण जो 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 एजेन्सी कोयला/लिग्नाइट आधारित ताप विद्युत उत्पादन केन्द्र की परिधि से 100 कि.मी. की सड़क मार्ग से दूरी तक समस्त निर्माण कार्यों में सिर्फ फ्लाई ऐश अथवा उसका उपयोग कर बनाये गये उत्पादों जैसे सीमेन्ट या सीमेन्ट काक्रीट, फ्लाई ऐश ईटे या ब्लाक्स या समकक्ष उत्पाद जिसमें फ्लाई ऐश का भी उपयोग किया गया हो, सुनिश्चित किया जावेगा।
- 13.2 सभी एजेन्सी चाहे वह राज्य शासन की या स्थानीय शासन की या निजी या प्राईवेट 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.NO	Building Materials of products	Minimum % of Fly ash by weight
1	2	3
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-I) 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-I) 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 परिधि 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 संशोधन सहित) के आधार पर किया जाना अनिवार्य है। फ्लाई ऐश के उपयोग में किसी भी 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 फ्लाई ऐश का ही उपयोग किया जावेगा, जैसा कि निर्धारित मानकों एवं दिशा निर्देशों में दर्शाया गया है।
- 13.6** कोई भी व्यक्ति या एजेंसी कहीं भी कोयली या लिग्नाइट आधारित ताप विद्युत केन्द्र से 50 कि.मी. के अंदर कम से कम 25 प्रतिशत फ्लाई ऐश का उपयोग किये बिना खदान की मंजूरी नहीं देगा।
- 13.7** कोई भी व्यक्ति या एजेंसी विद्युत उत्पादन केन्द्र से 50 कि.मी. तक बिना 25 प्रतिशत फ्लाई ऐश का उपयोग किये ओवर वर्डज को नहीं डालेगा।
- 13.8** उपयोगकर्ता एजेंसी को कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र द्वारा बिना किसी कीमत के निर्धारित स्थान से फ्लाई ऐश उठाने की ताप विद्युत संयंत्र द्वारा अनुमति दी जावेगी।

परिषद् 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

[illegible]

Note :- Attested copy of work order.

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

[illegible]

Name of work

NAME OF DIVISION NAME OF CONTRACTOR AGR. No.

DATE OR WORK ORDER DUE DATE OF COMPLETION EXTENSIONS GRANTED/APPLIED UP TO

DETAILD WORK PROGRAMME - ORIGINAL/1ST Revision/2nd 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)

Cash Flow for performing the contract (applicable for works costing more than 10 crores)

24

Name of Division..... Name of Contractor AGR. No. Date

Period of Contract Value of Contract l/c Tendered %

(A)	Investment	1st month	2nd month	3rd month	4th month	5th month	6th month	7th month	8th month	9th month	etc.	Remark
(i)	Initial (E.M.) P.G. Insurance (Establish Site office)											
(ii)	Advance for Procurement of material (if any)											
(iii)	Advance for procurement of labour (if any)											
(iv)	Purchase of New Equipment (if any)											
(v)	Other overheads staff including head office											
(vi)	Other if any (furnish details)											
	(x) Total investment											
(B)	Receipt											
l)	Gross Bill Amount											
	Deductions											
a	S.D.											
b	Advance											
c	TDS											
d	Other recoveries if any											
	(y) Total Receipt											
	Net Cash Flow (x-y)											

- Note:-**
- (1) This should co-relate to work Programme/Progress of work during the month
 - (2) Running bill will be expected to be paid within 15 days of the receipt and checking of measurement, quality and quality of items of work executed by the contractor
 - (3) Investment less net receipt for 1st 15 days and then during each month
 - (4) (Final bills is expected to be paid within 2 months of stisfactory completion work
 - (5) Total Investment less Total Receipt (-) be shown in bracket

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 month20....., between, the Government of Chhattisgarh acting through Shri (Designation of the officer, Department) government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First party, proposes to procure (name of the stores/Equipment/Work/Service)and M/s represented by Shri Chief Executive Officer (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 is the original Manufacturer/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) FDR/TDR 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)

.....

ANNEXURE"K"

SPECIAL TERMS & CONDITION FOR ZONAL TENDER

The following procedure will be adopted for award of zonal tender :-

- (i) Executive Engineer will invite Zonal tender in his jurisdiction for each or group of janpad panchayat or part there of in proforma "A" based on percentage rate. The amount of the tender will be assessed upto double cost of work executed in preceeding financial year.
- (ii) In the tender document the name of work will not be discribed but the nature of work such as building, road, stopdam, culvert etc shall be compulsory mentioned. Also for the execution of the work, applicable schedule of rates shall be clearly mentioned.
- (iii) Small works upto the cost of 10 lacs sanctioned under heads of M.P./M.L.A./Zila Panchayat/Other department which are to be executed within time period 3 to 6 months shall be executed under the agreement of Zonal Contract by date of issuing the work order separately in parts.
- (iv) The agreement will be affective for the period of 1 year from agreement date. The last work order shall be issued in atleast 15 days before the completion date as mentioned in agreement.
- (v) The total amount of work order issued shall not exceed the agreement amount. In special conditions amount of agreement costs may be increased upto 25% with prior permission by higher authority provided that agreement amount is exhausted with 50% to 75% of time i.e. within 6 to 9 months & 3 to 6 months in remaining but in this condition no extra rate or compensation shall be paid to the contractors.
- (vi) Due to some reason if works are not sanctioned as described in amount of contract in that condition no compensation will be paid to contractor and at the end of the agreed time security deposit will be released which was deposited by the contractor at the time of agreement.

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.

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
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHIPS) on Tel. No. 0771 - 4014158 or email: 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, can not 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 failer, malfunction or breakdown of the electronic system) during the electronic tendering process the date of tender will be extended.