

कार्यालय नगर पालिक निगम, रायगढ़ (छ0ग0)

क्रमांक 7544 / लो.क.वि / न.पा.नि. / 2025

रायगढ़ दिनांक 05.11.25

॥ निविदा आमंत्रण सूचना ॥

नगर पालिक निगम, रायगढ़ क्षेत्रांतर्गत अधोसंरचना मद से निम्नलिखित कार्य हेतु लोक निर्माण विभाग द्वारा एकीकृत पंजीयन प्रणाली अंतर्गत सक्षम श्रेणी में पंजीकृत ठेकेदारों से निविदा प्रपत्र "अ" में पी.डब्ल्यू.डी. के भवन/सड़क एस.ओ.आर. (प्रभावशील दिनांक 01.01.2015) कार्य हेतु प्रचलित दर अनुसूची पर वेबसाइट www.nagarnigamraigarh.com/uad.cg.gov.in से निविदा प्रपत्र डाउनलोड कर पूर्ण रूप से भरकर निविदा प्रपत्र के साथ निर्धारित प्रपत्र शुल्क डी.डी. के माध्यम से दिनांक 08-12-25 को अपराह्न 04:00 बजे तक स्पीड पोस्ट/पंजीकृत डाक से मुहरबंद निविदाएं त्रि-लिफाफा पद्धति से आमंत्रित की जाती है। प्राप्त निविदाएं दिनांक 08-12-25 को अपराह्न 04:30 बजे उपस्थित निविदाकारों अथवा उनके अधिकृत प्रतिनिधि के समक्ष खोली जावेगी।

- स.क्र. 01 से 03 के लिए निविदा प्रपत्र का मूल्य रु. 300.00 तथा स.क्र. 04 से 10 तक के कार्यों के लिए निविदा प्रपत्र का मूल्य रु. 750.00 निर्धारित है जोकि प्रत्येक कार्य के लिए पृथक-पृथक देय है।
- कार्य पूर्ण करने की समयावधि 03 माह निर्धारित है।
- सभी कार्य एक साथ प्रारंभ किये जायेंगे। अतः उपलब्ध संसाधन के आधार पर उतने गुप में भाग लिया जावें।
- कार्य का लागत मूल्य राशि रुपये लाख में तथा अमानत राशि रुपये में है।

क्र.	कार्य का नाम	कार्य की लागत (लाख में)/अमानत राशि
1	वार्ड क्र.37 गंजा घर से चैतन डनसेना घर तक सी.सी. सड़क निर्माण कार्य।	1.24 / 2000.00
2	वार्ड क्र.42 सोनुमुड़ा सोसायटी से स्कूल तक सी.सी. सड़क निर्माण कार्य।	1.84 / 2000.00
3	वार्ड क्र.46 में रोका सिदार घर से सफल सिदार घर तक नाली निर्माण कार्य।	1.96 / 2000.00
4	वार्ड क्र.41 सहदेवपाली में तालाब से मुक्तिधाम तक सी.सी. सड़क निर्माण कार्य।	4.80 / 4800.00
5	वार्ड क्र.44 सैयद घर से घुरु घर तक सी.सी. सड़क निर्माण कार्य।	3.90 / 3900.00
6	वार्ड क्र.44 इशाक हुसैन घर से घुरु घर तक सी.सी. सड़क निर्माण कार्य।	4.24 / 4300.00
7	वार्ड क्र.44 इशाक हुसैन घर से विनोद घर तक सी.सी. सड़क निर्माण कार्य।	3.95 / 4000.00
8	वार्ड क्र.45 साहू ठेकेदार घर से आलोक सिन्हा घर तक सी.सी. सड़क एवं नाली निर्माण कार्य।	2.62 / 2700.00

नियम एवं शर्तों:-

- निविदा प्रपत्र की शर्तों का अध्ययन कर नियमानुसार अमानत राशि का टी.डी.आर./एफ.डी.आर., निविदा प्रपत्र का डी.डी. एवं अन्य आवश्यक शपथ पत्र मूलतः फिजिकल दस्तावेज के साथ स्पीड पोस्ट/पंजीकृत डाक से भेजा जावें। नियत समय व तिथि के उपरांत प्राप्त अभिलेख स्वीकार नहीं होगा। निविदा संबंधी दस्तावेज व अमानत संबंधी लिफाफा स्पीड पोस्ट/पंजीकृत डाक द्वारा ही प्राप्त किये जावेंगे। अन्य किसी माध्यम से जैसे व्यक्तिगत या कोरियर आदि से भेजे गये निविदा स्वीकार नहीं की जावेगी। निर्धारित तिथि व समय के पश्चात प्राप्त निविदायें स्वीकार नहीं की जावेगी एवं न ही खोली जावेगी तथा वापस दी जावेगी डाक विलम्ब के लिए नगर पालिक निगम, रायगढ़ जिम्मेदार नहीं होगा।
- निर्माण कार्य में प्रयुक्त सामग्री का परीक्षण शासकीय प्रयोगशाला से करना होगा एवं सी.सी. रोड कोर कटिंग नगरीय प्रशासन कार्यालय से टेस्टिंग रिपोर्ट प्राप्त होने के बाद अन्तिम देयक देय होगा। टेस्टिंग कार्य ठेकेदार को निगम द्वारा अधिकृत प्रयोगशाला से स्वयं के व्यय से कराना होगा।
- निविदा स्वीकृत की वैधता 120 दिनों की होगी। दरें समस्त करों सहित मान्य होगी। पृथक से किसी भी कर का भुगतान नहीं किया जावेगा।
- ठेकेदार को उनके निविदा में उल्लेखित प्रस्तुत दर कम/अधिक प्रतिशत पर ही किये गये कार्य का भुगतान किया जावेगा। कार्य के दौरान मूल्य वृद्धि (Price Escalation) की गणना किसी भी स्थिति में नहीं की जावेगी। सभी देयकों में से अन्य आवश्यक कटौतियों के साथ 05% (पांच प्रतिशत) परफॉर्मन्स राशि अतिरिक्त सुरक्षा राशि के रूप में रोकी जावेगी जो नियमानुसार वापस होगी। आगामी वर्ष के अवधि में निर्देशित सुधार कार्य करने के बाद रोकी राशि देय होगी। जब तक ठेकेदार के द्वारा अन्तिम देयक का भुगतान प्राप्त नहीं कर लिया जाता है तब तक परफॉर्मन्स अवधि प्रभावशील नहीं होगी। सशर्त निविदा मान्य नहीं की जावेगी। ठेकेदार को कार्य पूर्ण होने के बाद प्रतिवर्ष सितम्बर माह सूचना देना होगा कि कार्य स्थल का निरीक्षण कर सुधार हेतु अवगत कराया जावें।
- एस.ओ.आर. से दस प्रतिशत से कम निविदा दर प्रस्तुत करने की स्थिति में लागत मूल्य के आधार पर अन्तर की राशि का एफ.डी.आर. या अन्य माध्यम से पन्द्रह दिवस में निविदा स्वीकृत की सूचना प्राप्त होने में जमा कराना होगा अन्यथा निविदा स्वतः निरस्त हो जावेगी एवं भविष्य की निविदाओं में भाग लेने से प्रतिबंधित किया जा सकता है।
- कार्य स्थल में विवाद होने की स्थिति में निविदा निरस्त करते हुए निविदा प्रपत्र के मूल्य के अलावा अन्य जमा करायी गयी राशि वापस करते हुए अनुबंध समाप्त कर दिया जावेगा। ऐसी स्थिति में कोई क्षतिपूर्ति राशि देय नहीं होगी।
- कार्य गुणवत्ता पूर्ण संपादित कराने का दायित्व ठेकेदार का होगा जिसके समर्थन में संपादित कराये गये कार्य में प्रयुक्त सामग्रियों के खपत के अभिलेख दैनिक रूप से संधारित किया जाना होगा जिसे कार्यालय द्वारा मांग किये जाने पर प्रस्तुत करना होगा।
- किसी भी निविदा को बिना कारण बताए स्वीकृत/अस्वीकृत/निरस्त करने का अधिकार आयुक्त, नगर पालिक निगम, रायगढ़ के पास सुरक्षित रहेगा।
- निर्धारित तिथि पर अवकाश होने पर निविदा तिथि आगामी दिवस को मान्य होगी।
- लिफाफा में स्टेपलर से पिन किया हुआ मान्य नहीं होगा एवं लिफाफा को पूर्णतः बंद करना होगा तभी मान्य होगा अथवा बंद लिफाफा पूर्ण रूप से चिपकाने अथवा स्टेपलिंग करने के बाद चिपकाना अनिवार्य होगा।
- संचालक नगरीय प्रशासन एवं विकास का पत्र दिनांक 28.05.2020 के तहत कार्य की गुणवत्ता में सुधार हेतु स्नातक/डिप्लोमा, इंजीनियर रखना अनिवार्य होगा। जिन ठेकेदारों के पास निकाय में 20 लाख रु. मूल्य के कार्य आबंटित है उन्हें डिप्लोमा, इंजीनियर एवं इससे अधिक मूल्य के कार्यों के पर्यवेक्षण हेतु स्नातक अभियंता को नियुक्त करना होगा। ठेकेदार अपने इंजीनियर से देयक तैयार कराकर प्रस्तुत कर सकेगा जिसका परीक्षण/सत्यापन निगम के अभियंता द्वारा किया जावेगा जो अंतिम एवं बंधन कारी होगा। यदि किसी भाग का विस्तृत ड्राइंग/डिजाइन तैयार करना होगा तो अपनी टीम से एवं अनुबंधित वास्तुविद से सामंजस्य स्थापित कर प्रस्तुत करेगा एवं इस डिजाइन ड्राइंग अथवा पर्यावरणीय/तकनीकी अनुमोदन सक्षम विभाग से कराने का भी जवाबदारी निविदाकर्ता की होगी एवं व्यय इसमें सम्मिलित रहेगा। अनुबंध कर्ता के देयक से इंजीनियर की राशि निर्धारित अनुसार कटौती की जा सकेगी।
- निविदा राशि का कार्य संपादित नहीं कराने में कोई क्षतिपूर्ति देय नहीं होगी। कार्य की आवश्यकतानुसार 25 प्रतिशत अधिक मूल्य तक का एस.ओ. आर. में प्रावधानित कार्य स्वीकृत निविदा दर से कराया जा सकेगा।
- कार्य कार्यदेश जारी होने के सात दिवस के अन्दर अपनी कार्य योजना PERT / बारचार्ट में प्रस्तुत करना होगा एवं कार्य नगर निगम, रायगढ़ एवं अन्य विभागों से प्रारंभ कर उल्लेखित समयावधि में पूर्ण किया जाना आवश्यक रहेगा। अतः वही ठेकेदार निविदा में भाग ले जिसके लिए उनके पास संसाधन उपलब्ध हो ऐसी सलाह दी जाती है।
- पुराने कार्यों को अधूरा छोड़ने वाले अथवा नियम समय से लम्बे समय बारह माह से अधिक तक कार्य पूर्ण नहीं करने वाले निविदाकर्ता संज्ञान आने पर अपात्र होंगे।
- प्रस्तावित कार्य आवश्यक स्वरूप के होने से उन्हें तत्काल प्रारम्भ कर आबंटित समय सीमा में पूर्ण करना होगा। कार्य प्रारम्भ नहीं करने अथवा

- जावेगा। ऐसी स्थिति में शेष निविदा राशि के कार्य के लिए अपात्र होंगे। देयक से काटी गई सुरक्षा राशि एवं अन्य भुगतान नियमानुसार कार्य पूर्ण होने के पश्चात् दण्ड शुल्क एवं विलम्ब शुल्क की कटौती पश्चात् देय होगा/निविदा में भाग लेते समय जमा करायी गयी राशि को राजसात कर अनुबंध समाप्त कर दिया जावेगा एवं ठेकेदार के 01 वर्ष हेतु अयोग्य किया जावेगा। निविदा प्रपत्र में विस्तृत निर्देश उपलब्ध है।
16. निविदा दर स्वीकृत पश्चात अनुबंध संपादन का आशय स्वतः कार्य करने की स्वीकृत नहीं है। कार्य प्रारंभ करने की पूर्व फोटो उपलब्ध कराना ठेकेदार का दायित्व होगा। कार्यादेश जारी होने के बाद उप अभियंता से ले आऊट प्राप्त कर कार्य प्रारंभ किया जावे।
 17. समय-समय में शासन/उच्च अधिकारियों द्वारा जारी निर्देश स्वतः प्रभावशील होंगे।
 18. विज्ञापन में संलग्न एन.आई.टी. कराये जाने वाले कार्यों का स्वरूप है। वास्तविक कार्य एस.ओ.आर. में उल्लेखित आईटम से जुड़े हो सकते हैं जिन्हें पुनरीक्षित पृथक तकनीकी स्वीकृति के साथ उपलब्ध कराया जावेगा।
 19. शासन से आबंटन प्राप्त होने पर ही भुगतान किया जावेगा। शासन से आबंटन किश्तों में प्राप्त होने की स्थिति में प्राप्त आवंटन अनुसार अनुपातिक आधार पर भुगतान किया जावेगा। विलम्ब से भुगतान होने पर कार्य को बंद नहीं किया जा सकेगा व कोई क्षतिपूर्ति देय नहीं होगी।
 20. ठेकेदार संविदा के अंतर्गत संपूर्ण कार्य अथवा किसी भी भाग किसी अन्य पक्ष अथवा पक्षों का समनुदेश न अथवा उप पट्टे पर नहीं होगा। कार्यों को सबलेट नहीं किया जा सकेगा।
 21. ठेकेदार को साझेदारी फर्म होने की दशा में पार्टनरशिप डीड की सत्य प्रतिलिपि संलग्न करना होगा।
 22. भुगतान में किसी तरह का अतिरिक्त भुगतान संज्ञान होने पर एजेन्सी से वसूली की जावेगी, जिसके लिए निविदाकर्ता बाध्य है। राजस्व वसूली के समान भरपाई की जावेगी।
 23. दस्तावेजों में ओव्हराइटिंग, काट-छाट या छेड़छाड़ अपात्र का कारण होगा।
 24. निर्माण कार्य केवल शासकीय भूमि पर किया जाना है, संज्ञान आने पर निविदाकर्ता कार्य नहीं करेंगे। तत्काल नगर पालिक निगम, रायगढ़ को सूचित करेंगे।
 25. स्थल के उपलब्धता के अनुसार कार्य के मापदण्ड एवं तल में परिवर्तन किया जा सकेगा।
 26. श्रमिकों को कार्य के दौरान आवश्यक सुरक्षा उपकरण उपलब्ध कराना होगा।
 27. निर्माण कार्य में नियमानुसार श्रमिक पंजीयन कराया जाकर प्रमाण पत्र प्रस्तुत किया जावे एवं श्रम नियमों के तहत श्रमिक हित का पालन की जवाबदारी संबंधित अनुबंधकर्ता की होगी।
 28. नियम शर्तें एवं निविदा प्रपत्र में अंकित शर्तें अनुबंध का एक भाग होगा।

कार्यपालन अभियंता
नगर पालिक निगम
रायगढ़ (छ.ग.)

पृ. क्रमांक 7544/लो.क.वि./न.पा.नि./2025
प्रतिलिपि:-

रायगढ़ दिनांक 4.11.25

1. निज सहा. सचिव, मान. श्री ओ.पी. चौधरी, (वित्त मंत्री छ.ग. शासन) विधायक, रायगढ़ को सादर सूचनार्थ।
2. महापौर/सभापति महोदय, नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
3. नेता प्रतिपक्ष/प्रभारी सदस्य, लो.क.वि. नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
4. आयुक्त, नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
5. कार्यालय अधीक्षक, नोटिस बोर्ड में चस्पा करने हेतु।
6. प्रोग्रामर डाटा सेंटर, नगरीय प्रशासन एवं विकास, संचा. रायपुर को विभागीय वेबसाईट में अपलोड किए जाने हेतु सूचनार्थ संप्रेषित।

कार्यपालन अभियंता
नगर पालिक निगम
रायगढ़ (छ.ग.)

FORM 'A'

Municipal Corporation Raigarh, Raigarh (C.G.)

Issued to Shri/M/s.
Class of Contractor. " " E-Registration No. Date.\

Name of Work

Amount of Contract-

Amount of E.M. Rs.

Cost of processing fee Rs.

Vide M.R. No. & Date

Time allowed for Completion

Date of opening Tender After Dated :- PM

Municipal Corporation Raigarh

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

1. Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs 50,000 or less. The N.I.T. shall be posted in public places signed by the authority inviting the tenders.

N.I.T. will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer & the percentage, if any to be deducted from bills, it will also state whether, royalties and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items quantities and rates of the various description of work and any other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of items along with the quantities and rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the schedule of Rates the rates given in the S.O.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner it must be signed on its behalf by a person holding a power of attorney authorizing him to do so, such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

3. Any person who submits a tender shall fill up above or below the S.O.R. specified in rule he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled terms shall be named. Tenders that propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each Tenders shall have the name and number of the work to which they refer written outside the envelope.
4. The authority receiving tenders or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenders except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders **without assigning any reason thereof.**
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer ,Municipal Corporation Raigarh authority selling the tender form and the contactor shall be responsible for seeing that he procures a receipt signed by that authorityor any other person duly authorized by him.
7. The memorandum of work tendered for be filled in and completed before the tender form is issued. If a form is issued to an intending tendered without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

Tender for Works

I/We hereby tender for the execution, of the work specified in underwritten memorandum within time specified in such memorandum at

(In Figures):.....

(In Words):.....

Percent below / above/at par with the applicable Schedule of Rates and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule 1 thereof and in clause 12 of the annexed conditions and with such materials as are provided for by, and in all other respects in accordance with such conditions as far as applicable.

Memorandum

- (a) Name of work: -
- (b) Cost of work put to Tender.
- (c) Earnest money: -
- (d) Security deposit: -
- (e) Percentage, if any to deducted from bills (Performance Guarantee) :-
- (f) Time allowed


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Should this tender be accepted I/we hereby agree to abide by and fulfil all terms and provisions of the said condition of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the Executive Engineer ,Municipal Corporation Raigarh or his successors in office the sums of money mentioned in the said conditions. A separate sealed cover duly super scribed containing the sum of Rsas earnest money the full value of which is to be absolutely forfeited to the said Executive Engineer ,Municipal Corporation Raigarh or his successors in office without prejudice to any other rights or remedies of the said Executive Engineer ,Municipal Corporation Raigarh or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise they said sum of Rs.

..... shall be retained by Executive Engineer ,Municipal Corporation Raigarh on account of such security deposit as aforesaid or the full value of which shall be retained by Executive Engineer ,Municipal Corporation Raigarh on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Signature of the Contractor before

submission of tender (with name and seal)

Dated the day of
..... 20

Dated the day of
..... 20

Name and Address of the witness:

Occupation of the witness:.....

The above tender is hereby accepted by me for and on behalf of the Municipal Corporation Raigarh

Dated the day of 20

.....
Signature of the Officer by whom accepted

With designation and seal of office


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Executive Engineer , Municipal Corporation raigarh and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -
 - (a) The expression "works" or "work" shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (b) The "site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract.
 - ~~(c) The "CMO" means Chief Municipal Officer, Nagar Palika/Nagar Nigam and his successors in Office.~~
 - (d) The "Officers/Engineer-in-Charge" means the Executive Engineer/Engineer-In-charge, as the case maybe who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Municipal Corporation raigarh .
 - (e) "Competent Authority mean MIC/PIC/COMMISSIONER/EXECUTIVE ENGINEER, General body/parishad as the case may be.
 - (f) The term "Engineer-in-Charge means the Engineer of Municipal Corporation raigarh .

Note: - "Words" importing the singular number include plural number and vice-versa,

SECURITY DEPOSIT

Clause 1 - The person whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Nagar Palika Parishad Dantewada at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 (Five) percent from the payment made in the running bills.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

COMPENSATION FOR DELAY

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

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

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

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

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalised, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue".

The decision of the Executive Engineer , Municipal Corporation raigarh . in the matter of grant of extension of time only (reference clause 5 below) shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay- once such an order is passed by him (on each extension application of the contractor) it shall not be open for a revision.

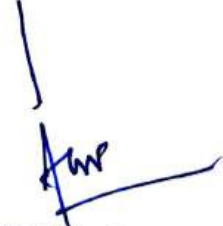
Where the Executive Engineer , Municipal Corporation raigarh decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any failing which the compensation amount shall be forfeited in favour of the Municipal Corporation raigarh .


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Executive Engineer , Municipal Corporation raigarh

Clause 3:-

- (i) The Executive Engineer , Municipal Corporation raigarh may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
 - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Executive Engineer , Municipal Corporation raigarh
 - (b) The Executive Engineer , Municipal Corporation raigarh gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Executive Engineer ,Municipal Corporation Raigarh in the said notice.
 - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
 - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
 - (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer , Municipal Corporation raigarh If he violates labour laws.
 - (f) If the Contractor fails to set up field laboratory * with appropriate equipments, within 30 day from the reckoned date. (* for each contract valued more than Rupees 3 crores)
 - (g) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Executive Engineer , Municipal Corporation raigarh shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (v) In addition to the provision contained in clause 2 above the Executive Engineer , Municipal Corporation raigarh . Shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"


Executive Engineer
Municipal Corporation
Raigarh, (C.G.)

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

Clause 4: In any case in which any of the powers, conferred upon the Executive Engineer ,
Municipal Corporation Raigarh by clause - 3 hereof shall have become exercisable and
the same shall not be exercised, the non-exercise thereof shall not constitute a waiver
of any of the conditions hereof and

such powers shall notwithstanding be exercisable in the event of any future case of
default by the contractor for which by any clause or clauses hereof he is declared liable
to pay compensation shall remain unaffected. In the event of Executive Engineer ,
Municipal Corporation Raigarh putting in force either of the power clause 3 vested in him
under the preceding clause hemay, if he so desires, take possession of all or any tools,
plant materials, and stores in or upon the works, or the site thereof or belonging to the
contractor or procured by him and intended to be used for the execution of the work or
any part thereof paying or allowing for the same in account at the contract rates, or in
case of these not being applicable, at current market rates to be certified by Executive
Engineer ,Municipal Corporation Raigarh whose certificate thereof shall be final;
otherwise the Executive Engineer ,Municipal Corporation Raigarh may by notice in
writing to the contractor or his clerk of the works foreman or authorised agent require
him to remove such tools plant, materials or stores from the premises (within a time to
be specified in such notice) and in the event of the contractor failing to comply with any
such requisition, the Executive Engineer ,Municipal Corporation Raigarh may remove
them at the contractors expensesell them by auction or private sale on account of the
contractor & at his risk in all respects and the certificate of the Executive Engineer
,Municipal Corporation Raigarh as to the expense of any such removal and the amount
of the proceeds and expense of any such sale shall be final and conclusive against the
contractor.

EXTENSION OF TIME

Clause 5

- If the Contractor shall desire an extension of time for completion of work on ground of hishaving
been "UNAVOIDABLY" hindered in its execution or on any other ground, he mustapply giving
all and complete details of each of such hindrances or other causes in writing, to the Executive
Engineer ,Municipal Corporation Raigarh positively within 15 days of occurrence of such
hindrance(s) and seek specific extension of time (period from to)

In case the grounds shown by the contactor are reasonable, the
Executive Engineer ,Municipal Corporation Raigarh . Shall be competent to grant
the extension himself as under:-

For build work - 3 months (only for new building works)

For Road and Bridge work - 1 month or 10% of the stipulated period of
completion, whichever is more?

If the extension of time sought is more than above period mentioned, than the
Executive Engineer ,Municipal Corporation Raigarh shall refer the case to the
Executive Engineer ,Municipal Corporation Raigarh with his recommendation and
only after his decision in this regard, the Executive Engineer ,Municipal


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Corporation Raigarh shall sanction extension of such time as decided by the Superintending Engineer Technical cell.

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

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

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

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

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

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

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


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- (g) The Executive Engineer ,Municipal Corporation Raigarh unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

FINAL CERTIFICATE:

Clause 6 - On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer ,Municipal Corporation Raigarh of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution there of nor until the work; shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:

Clause 7 - No payments shall ordinarily be made for work estimated to cost less than Rs. 1,000/- (Rs. One Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Executive Engineer, Municipal Corporation Raigarh. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved by the Engineer-in-charge and passed by Executive Engineer, Municipal Corporation Raigarh whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Executive Engineer, Municipal Corporation Raigarh under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

Clause 8 - Bills to be submitted monthly:

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Executive Engineer, Municipal Corporation Raigarh shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer/Assistant Engineer Executive Engineer, Municipal Corporation Raigarh concern for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. The Executive Engineer, Municipal Corporation Raigarh shall pay running bills by 25th day of the month subject to availability of the funds. If the contractor fails to submit the bill on or before the day prescribed, the Executive Engineer, Municipal Corporation Raigarh after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorised Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor. All such running bill payments are by way of "Advances" and shall be subject to final adjustment.



**Executive Engineer
Municipal Corporation
Raigarh (C.G.)**

Clause 9 - BILLS TO BE ON PRINTED FORMS:

The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer- in -charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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

Clause 10 - RECEIPTS TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO:

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

~~CLAUSE 11 Reimbursement/Refund on Variation in Prices of Materials / P. O. L. and Labour Wages, only for the works contract value more than Rs.3 Cr.~~

~~Price Adjustment:-~~

(A) ~~Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, POL, in accordance with the following principles and procedure and as per formula given below.~~

Note: ~~Price adjustment shall be applicable from reckoned date and upto validly extended period under clause 5.1 above but shall not apply to the period when, work is carried out under clause 2 above.~~

(B) ~~The price adjustment shall be determined during each month from the formula given in the hereunder.~~

(C) ~~Following expressions and meanings are assigned to the work done during each month:~~

~~To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

~~The formula (e) for adjustment of prices are:-~~

~~R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.~~

~~Adjustment for labour component~~

(i) ~~Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:~~

$$V_L = \frac{0.85 \times P_1}{100 \times R \times (L_1 - L_0)} \times L_0$$

~~V_L = increase or decrease in the cost of work during the month under consideration due to~~


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

changes in rates for local labour.

L_0 = the consumer price index for industrial workers at the town nearest to the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India, on the date of inviting tender

L_1 = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P_4 = Percentage of labour component of the work.

Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula;

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement

C_0 = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi, on the date of inviting tender

C_1 = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

P_c = Percentage of cement component of the work.

Adjustment for steel component

(iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula;

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

V_s = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi, on the date of inviting tender

S_1 = The all India average wholesale price index for steel (Bar and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

P_s = Percentage of steel component of the work.

Note: for the application of this clause, index of Bars and Rods has been to represent steel group.

Adjustment of bitumen component

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula;

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B_0 = The official retail price of bitumen at the IOC depot at nearest centre on the date of inviting tender.

B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula;

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.
- F_0 = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviting tender
- F_i = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.
- P_f = Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.

Adjustment of Other Materials Component

(vii) Price adjustment for increase or decrease in cost of local materials other than Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi, on the date of inviting tender

M_i = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

P_m = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

Sl. No.	Components	For road	For Building	For bridge
1	Lbour - P_L	25%	35%	30%
2	Cement - P_c	5%	10%	25%
3	Steel - P_s	5%	10%	25%
4	Bitumen - P_b	10%	-	-
5	POL - P_f	10%	10%	10%
6	Other materials - P_m	45%	35%	10%
	Total:-	100%	100%	100%

Note: If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material P_m shall be increased to that extent

Example: Say in a contract of roadwork steel is not required (P_s 5%). P_m shall become $45\% + 5\% = 50\%$

Or

Say cement & steel not required then P_m shall become $45\% + 5\% + 5\% = 55\%$ and so on

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

Clause 12: The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid. MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

case of any variance the following:-

Order of Precedence Shall Prevail:-

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

Clause 12 -A: In respect of all bearings, hinges or similar part intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of the part and the material used therein to any officer of the Directorate of inspection of the Ministry of works production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of inspection. All inspection charges will be payable by the contractors. (This clause may be struck off if the tender is not for bridgework).

Variations

Clause 13 - Additions, Alterations in Specifications and Designs.

The Executive Engineer ,Municipal Corporation Raigarh shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instruction, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing, signed by the Executive Engineer ,Municipal Corporation Raigarh and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work; shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total value of all such increased or altered or substituted work does not exceed 25% of the amount put to tender inclusive of contractor percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

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

Rates for works not in schedule of rates

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


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Competent Authority, then he shall be entitled for payment for the work done as decided by the Competent Authority. the decision of the Competent Authority shall be final. Such a decision shall be given by the Competent Authority. Within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by Competent Authority Contractor may either determine his contract if variations exceeds 10 (Ten) % of the Administrative approval, or may apply for extension.

Extension of time in consequence of variations

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Executive Engineer ,Municipal Corporation Raigarh shall be conclusive as to such proportion.

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

Clause 14 - If at any time after the execution of the contract documents, the Executive Engineer ,Municipal Corporation Raigarh shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

If any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Engineer in Charge, provided they are not in excess of requirement and of approved quality and / or shall be compensated for the loss, if any that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Executive Engineer ,Municipal Corporation Raigarh whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer in charge, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer in charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

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


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15 -If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Executive Engineer ,Municipal Corporation Raigarh to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or ifso required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing todo so with in a period to be specified by the Executive Engineer ,Municipal Corporation Raigarh in the written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days, during which the failure so,continues and in the case of any such failure the Executive Engineer ,Municipal Corporation Raigarh may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Executive Engineer ,Municipal Corporation Raigarh consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore

WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT

TO BE PRESENT:

Clause 16-All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Executive Engineer ,Municipal Corporation Raigarh and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Executive Engineer ,Municipal Corporation Raigarh or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

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


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

**Clause 18- CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER
CERTIFICATE OF COMPLETION**

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

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

Clause 19 - CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:

The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Executive Engineer, Municipal Corporation Raigarh's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Executive Engineer, Municipal Corporation Raigarh as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Executive Engineer, Municipal Corporation Raigarh at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Clause 20 - COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S COMPENSATION ACT 1923:

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Executive Engineer ,Municipal Corporation Raigarh is obliged to pay compensation to a workman employed by the contractor in execution of the works and will recover from the contractor the amount of compensation so paid Executive Engineer ,Municipal Corporation Raigarh shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Executive Engineer ,Municipal Corporation Raigarh to the contractor whether under this contract or otherwise. Executive Engineer ,Municipal Corporation Raigarh may not be bound to contest any claim made against them under section - 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to Executive Engineer ,Municipal Corporation Raigarh full security for all cases for which Executive Engineer ,Municipal Corporation Raigarh might become liable in consequence contesting such claim.

LABOUR:

Clause 21 - The contractor should get himself registered under contract - labour regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer.

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

FAIR WAGE:

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

Explanation -

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the revenue Commissioner/Collector for that period
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer ,Municipal Corporation Raigarh shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment to the conditions of the contract for the benefit of the workers non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

regulations.

- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Subletting of works

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

24.1 The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 of attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward or any advantage pecuniary of otherwise, shall either directly or indirectly be given, promised or offered by the contractor, of any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

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

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

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

(ii) The authority accepting the tender shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.

(iii) Subletting of work as per clause 7.1 of appendix 2.10 shall result in reduction in experience of the main contractor to the extent of the sublet.

(Amendment issued by C.G. Govt. PWD Mantralay, Mahanadi Bhawan, Naya Raipur vide Letter no..F 21-5/T/19/2012/Tender Dated:-22.06.2018)

Clause 25: Sum payable by way of Compensation to be considered as Reasonable Compensation Without Reference to Actual Loss:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Executive Engineer, Municipal Corporation Raigarh without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause 26 - CHANGE IN THE CONSTITUTION OF FIRM:

In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Executive Engineer, Municipal Corporation Raigarh for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Clause 27 - WORK TO BE UNDER DIRECTION OF CMO/Executive Engineer :

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer ,Municipal Corporation Raigarh for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

Clause 28 ARBITRATION CLAUSE:

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

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

If any party is not satisfied with the decision of the Competent Authority he can file a petition for resolving the dispute through arbitration in the arbitration tribunal

A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Executive Engineer ,Municipal Corporation Raigarh in accordance with clause 8 above.

Clause 29 - LUMP SUM IN ESTIMATE:

When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Executive Engineer ,Municipal Corporation Raigarh , capable of measurement, the Executive Engineer ,Municipal Corporation Raigarh may at the his discretion pay the lump sum amount entered in the estimates , and the certificate in writing of the Executive Engineer ,Municipal Corporation Raigarh shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Action where no specification:

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

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

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

Claim for Quantities Entered in the Tender or Estimate:

Clause 32 - Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate. This is subject to the limitations as provided for in clause 13 and 14 above.

Claim for Compensation for Delay In Starting the Work:

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

EMPLOYMENT OF SCARCITY LABOUR:

Clause 34- If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometres of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Competent Authority or by any person to whom the Competent Authority may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Executive Engineer Technical Cell Nava Raipur, whose decision shall be final and binding on the contractor.

Royalty on Minor Minerals

Clause 35: - The contractor shall pay all quarries, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Executive Engineer ,Municipal Corporation Raigarh shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Executive Engineer ,Municipal Corporation Raigarh shall be deposited to the concerned department and his final bill payment shall be released.

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

TECHNICAL EXAMINATION


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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

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

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

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR:

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

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

PENALTY FOR BREACH OF CONTRACT:

Clause 38 - On the breach of any term or condition of this contract by the contractor the said the UAD shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the UAD to recover further sums as damages from any sums due or which may become due to the contractor by UAD or otherwise howsoever.


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for the work _____ has been accepted by me / Chief Municipal Officer/
Government on behalf of the Governor of Chhattisgarh on the _____ day of _____
200_____ and you are, hereby ordered to commence the work. The commencement date reckoned shall ----
_____ be _____

Signature
Executive Engineer
Municipal Corporation Raigarh

The above notice to the contractor (s) to commence work from the reckoned _____ day of
_____(month) _____ 200_____ (year) was issued vide this office memorandum
No. _____ dated the _____ 200 _____

Signature of Contractor

Signature
Executive Engineer
Municipal Corporation Raigarh


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

COMPLETION CERTIFICATE

In pursuance of clause 7 of the agreement in form A, No.-----/Dt of-----) dated ____/____/____ between the contractor Shri/Ms. _____ and the Governor of Chhattisgarh; it is hereby certified that the said Contractor has duly completed the execution of the work under; taken by him there under on this _____ day of _____ 20 ____ and this certificate was issued to the contractor vide office memo No. Dt.....

(Signature of the Engineer – in – charge)



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Raigarh (C.G.)

APPENDIX 2.10

GOVERNMENT OF CHHATTISGARH
OFFICE OF THE MUNICIPAL CORPORATION, RAIGARH(C.G)
DETAILED NOTICE INVITING TENDER

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

1.1 Tenders are invited in Form A online from, Contractors **Registered in Class "A" in New Registration System "Unified Registration System -[e-Registration]"** as well as registered on P.W.D. website <https://eproc.cgstate.gov.in> on behalf of the Governor of Chhattisgarh for the following work as per schedule of rates for **PWD BUILDING SOR 2015, PWD ROAD SOR 2025, PWD Electrical works 2020** issued by **E-in-C PWD, Raipur**. The tender documents can be purchased from the P.W.D. website <https://eproc.cgstate.gov.in> directly through online by the payment of the cost of tender form online.

The cost of tender form on or before date/...../.....

Cost of tender form: - Rs.

For On line tenders: - 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 toP.M. on date/...../..... then only the On line tenders of those contractors will be received on the P.W.D. Website from P.M. on date toP.M. on date

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 office of the **E-In-C, PWD Raipur** before date/...../..... up to 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

Note: - For online purchase of tender document application letter is not required

For Manual Tenders: - Deleted

1. **Name of the Work: -**
2. **Probable amount of contract: -**
3. **Amount of earnest money : -**
4. **Time allowed for completion: -** Months including rainy season from reckoned date.

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, P.W.D. E&M. Dn. Concerned would be the Engineer in Charge in so far as electrical works component is concerned.

8/7/25

1


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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, P.W.D./M Circle concerned 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 WD volume-I
- 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 and issued/sold on payment of Rs.—— up to close of office hours of —————
- 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 during working hours between up to the date mentioned in clause 1.1 & 1.6 above.
- 1.8: Tenders shall not be received by any other means like ordinary post or personal delivery.
- 1.9. Any manual tender 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. 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 on date/...../20 at at the office of the **Municipal Corporation, Raigarh** before the contractors or his authorized representative intending to be present
- 1.10 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Superintending Engineer/ Executive Engineer or office Superintendent/D.A/S.A.C.
- "Received late on date at AM./ P.M. hence not entertained and returned"
- 1.11 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.

8/7/25

2


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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.

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

8/7/25

3


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- VI) If the tenderer or in the case, each partner or any partners so authorised thereof, does not sign or signature/signatures is/are not attested by a witness on page 2 of the tender in the space provided for the purpose - or
- VII) If documents are not filled in ink or by ball pen.

2. **RATES:**

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

2.2: Percentage rate tender in form "A".

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

- (a) Building Work: including water supply & Sanitary fittings - The Schedule of rates issued by the **E-in-C PWD Raipur (C.G.)** in force with effect from **01.01.2015** and its amendments issued up to the date of **23.12.2022**.
- (b) Electric works: - The Schedule of rates issued by the **E-in-C PWD Raipur (C.G.)** in force with effect from **01.06.2020** and its amendments issued up to the date of **01.06.2020**.
- (c) ~~National highway works The Schedule of rates issued by the~~
~~.....in force with effect fromand its~~
~~amendments issued up to the date of issue of N.I.T~~
- (d) Road /Bridge/culvert works: - The Schedule of rates **PWD ROAD SOR 2025** for issued by the **E-in-C PWD Raipur (C.G.)** 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

8/7/25

rate, applicable to the concerned S.O.R. (for example- Building S.O.R. and Electrical S.O.R.)

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

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

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

2.3.2. The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.

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

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

2.4 **Lead and lift of water:** No lead and lift for carting of water will be paid.

2.5 **Lead and lift of materials:** No lead and lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and or lift are provided in the Schedule of rates mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tender.

2.6 **Addition alteration and Non-Schedule items of works:** During the execution of the work there is likelihood of addition alteration in the items of work and also of such items of work, which do not find place in the Schedule of rates, referred to above, **non sor items** in respect of percentage rate contracts (Form "A"), or such items which are not given in the schedule of items **non sor 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) Prior approval of Technical sanction authority is required where net increase in agreement amount, due to excess, in agreed quantities and or quantities due to substitutions, non sor, non, schedule items and any savings in agreed quantities is

8/7/25

- upto 10 percent of agreed amount within the scope of work.
- (b) Any variation beyond the limits as per (a) of this clause shall require prior approval of government.
- (c) Government shall have full powers either to accept or reject the variation proposal beyond 10 percent of agreed amount.

(Amendments issued on Dt. 04.04.2018 vide Letter no. 21-5/T/19/2012/Tender dt.04.04.18)

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 ofthat 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:-

- : 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 -----months at least and further subject to appropriate verification by the Executive Engineer concerned .

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

It is clarified that every contractor's challan number will be different for each challan generated from system of different or same tender. The cost of money transfer (including Payment Gateways Commission etc.) has to be borne by the contractor. It is advised that the contractors should consider the time taken to process the payment electronically (i.e. NEFT/RTGS Net Banking, Credit/Debit cards).

No interest shall be payable to contractors on amount deposited as earnest money.

(Amendment issued by C.G. Govt. PWD Mantralay, Mahanadi Bhawan, Naya Raipur vide Letter no..F 21-5/T/19/2012/Tender Dated:-28.12.2019)

- 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

8/7/25

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/Participating 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.

8/7/25

7


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

3.8.1: A financial capacity certificate or attested photocopy thereof, 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.

.....

.....
This is without any prejudice and responsibility on our part.

Br Manager

With seal of Bank

Place:

Date :

_____00_____

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

- 3.9. List of works In Progress: Tenderer must furnish a list of contracts already held by him at the time of submitting the tender, in the Department and elsewhere showing therein.
- 3.9. (1): The amount of each contract and total period of completion with information of original stipulated date of completion and actual date of completion.
- 3.9. (2): Balance of works remaining to be done, and the remaining time allowed as per contract.
- 3.9. (3): The amount of solvency certificate produced by him at the time of enrolment in the department.
- 3.9.(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.
- 3.9(5): Tender submitted and wherever his offer is the lowest with details of work, contract sum & period mentioned for completion there in.
- 3.9(6): Other required documents

8/7/25

8


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- 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.W.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.W.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 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 Office of the Municipal Corporation Raigarh in the presence of the tenderer or their duly authorized agents who may choose to attend. The officer authorized to open the tender may depute another officer to open the tender under unavoidable circumstances. If that day happens to be a holiday, then it shall be opened on the immediate next working day at the same time and place.

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

- 4.3: Conditional tender are liable to be rejected

- 4.4. **Canvassing:-** Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal to of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishta 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

8/7/25

9


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 forfeiture of his/her earnest money as per provisions of condition nos. 4.7 & 8.1.1 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 MORTH /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

8/7/25

10


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 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 MORST&H specifications for road & bridge works/ Specifications for Urban 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
------------------------------	------------------	------------------------------

1.

2.

3.

~~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 with in 15 days of its proposed utilization and as detailed in the latest construction program. Request of such material by the contractor shall be sent with in one month in advance.~~

7. Miscellaneous Conditions

1.:The tenderer or supplier should have a place of business in the State of Chhattisgarh from where the goods would be supplied to various destination in the state and also hold a registration

8/7/25

11


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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.

7.1.1 : Before subletting the Engineer in charge shall verify the technical & financial capacity of the Sublette.

7.1.2 : The Sublette shall be a registered contractor in appropriate class under unified registration system (e-registration) of Chhattisgarh or elsewhere in similar capacity, as recognized by public works department and shall also have a technical and financial capacity corresponding to the work proposed to be subletad.

(Amendment issued by C.G. Govt. PWD Mantralay, Mahanadi Bhawan, Naya Raipur vide Letter no..F 21-5/T/19/2012/Tender Dated:-22.06.2018)

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 including GST (Goods and Services Tax) taxes of Local Bodies and Authorities that the Contractor will have to pay for the performance of this Contract. The Governments will perform such duties in regard to the deduction of such taxes at source as per applicable law.. However, if any other New tax (not increase or decrease in existing all taxes, other levies, duties, royalties, cess toll) is levied on the Contractor (Under the agreement) either by Central Govt. or State Govt. then the Executive Engineer shall reimburse the "New Tax" amount; on submission of proof of such payment by the contractor. (Ammendment issued by C.G. Govt. PWD Mantralay, Mahanadi BHawan, Naya Raipur on 12.09.2017 vide Letter no.F-21-5/T/19/2012/Tender.)

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).

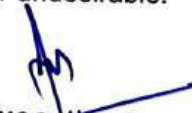
7.6 **Work in the Vicinity:-** The Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.

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.

8/7/25

12


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- 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.
- 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 power delegated as per clause 2.6.
- (Amendments issued on Dt. 04.04.2018 vide Letter no. 21-5/T/19/2012/Tender dt.04.04.18)
- 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 ineffective, 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 Program and methodology of construction:** The contractor shall furnish his program 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

8/7/25

13


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

costing more than 10 crores The contractor shall furnish his program 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 program of work in case of slippage: In case of slippage from the approved work program at any stage, the contractor shall furnish revised program to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-Charge to the revised program. 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.

(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

8/7/25

14


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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-

- (a) The contractor shall employ the following Technical staff during the execution of work-
 - (i) As per PQ Document when work to be executed is more than Rs. 5 crore.
 - (ii) One graduate engineer when the work to be executed is more than Rs. 100 lakhs.
 - (iii) One diploma engineer when the cost of work to be executed is from Rs. 20 lakhs to Rs. 100 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff.
- (c) In case 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. 200 lakhs in the case of a graduate engineer and Rs.100 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.

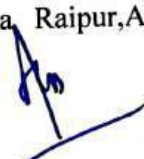
Note:- Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's work force and also receive instruction from the Departmental Engineers/Sub engineers.

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 engineer and or not submit the paid voucher copy of such technical staff with running bills Rs. 15000/- per month for diploma engineer and Rs. 25000/- per month for degree Engineer and Rs. 50000/- per month for project manager shall be kept in deposit while making payments. It shall be refunded to contractor after submission of paid voucher/ Bank Statement (salary deposit statement) of technical person (diploma engineer/degree Engineer/project manager as the case may be). If the Contractor fails to deploy the diploma engineer/degree Engineer/project manager as per agreement the contractor shall be informed for his such act and the engineer in charge shall deploy the diploma engineer/degree Engineer/project manager as per the requirement and they shall be paid from the deducted amount of the contractor.

(Amended by the order of CG GOVT.PWD Mantralay, Mahanadi Bhawan, Nawa Raipur, Atal Nagar, Distt. Raipur vide Letter no.21-5/T/19/2012/Tender Nawa Raipur, Atal Nagar, Dt. 31.07.2020.)

8/7/25

15


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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, Cross section 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 of construction of -----

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

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

Annexure-"G": Special Conditions

ANNEXURE - "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.

8/7/25

16


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 pollution. 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 P.W.D. 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)

8/7/25

18


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- (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		Attached.		
2				
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		Deleted.					
2							
3 etc.							
Grand Total					Rs.....(in figure)		
					and(in words)		

(use separate sheet)

8/7/25

19


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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)

(GUARATEE BOND

(In lieu of performance Security Deposit)

(To be used by approved Scheduled bank)

1. In consideration of the Governor of chhatisgarh (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 wrok) (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 aggrements or by reasons of the contractor (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, Howere our liability under this Guarantee. shall be restricted to an amount not exceeding
3. We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
- The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payments.
4. We (.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer P.W.D. certified that the terms and conditions of the

8/7/25

20


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Govt. against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations. or extension being granted to the said contractor (s) or for breach, 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 what so ever which under the law relating to securities would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We (.) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing :-

Dated the day of
..... for ()

(>) indicate the Name of the Bank


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

(Amendment issued vide Govt. of Chhattisgarh Public Works Departments, Raipur
Order No. F 21-5/T/19/12/Tender New Raipur Dates 04.06.2016)

Annexure-G

SPECIAL CONDITIONS OF N.I.T.

(Reference Clause 8 of NIT)

- (1) " Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is unbalance i.e less than the estimated cost by more than 10% To 20% , in such an event the successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of bank guarantee, issued by approved scheduled bank, for agreement period, in favor of the Executive Engineer before signing the agreement. If the bid amount is seriously unbalance j.e. less than the estimated cost by more than 20% in such an event successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of F.D.R., issued by approved scheduled bank, in favor of the Executive Engineer before signing the agreement. The Bank Guarantee/F.D.R. shall be released/returned along with the normal S.D. after completion of work . If the contractor fails to complete the work or left the work incomplete, this Additional Performance Security (APS), shall 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 the tenderer/contractor refused to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited ."

(Amended vide Letter no. 21-5/T/19/2012/Tender Raipur dt. 04.06.2016 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, Naya Raipur.)

- (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 P.W.D. Division in the State of Chhattisgarh for a period of 2 (two) years from the date of such order, by the authority which had registered him/her.

Such orders & action shall be final binding and conclusive

(3) Detailed programme of Construction:

- (i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme month wise for
- (a) Materials procurement
- (b) Their transport arrangement to worksite with details of No. of truck/tippers

8/7/25

22


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- (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 **and its maintenance 60 Months** beyond the completion of work for which 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/ **FDR/TDR** issued by approved b scheduled bank (duely verified by department) 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/ **FDR/TDR** 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/ **FDR/TDR** valid for the period as stated .The performance and maintenance period shall be as follows :-

(a) **60 months after completion of work , in case of Bridge , Buildings and original work for roads consisting of bituminous base course and seal coat and concrete roads and others.**

(b) **36 months in case of road renewal work alone executed with bituminous work having total thickness of bituminous work is upto 40 mm.**

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 en cash 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 07(Seven) days 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) **Refund of Performance Bank Guarantee/ FDR/TDR-**

(a) **Performance Period is 60 months-After three years of completion of construction , 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank Guarantee/FDR/TDR 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 60 months of completion.**

(b) **Perfoamance period is 36 months- After Two years of completion of construction. 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank guarantee/FDR/TDR 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 36 months of completion.**

The performance guarantee will be in addition to the normal security to be

8/7/25

23


Executive Engineer
 Municipal Corporation
 Raigarh (C.G.)

(Amended vide Letter no. 21-5/T/19/2012/Tender (part) Raipur dt. 20.01.2023 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, NayaRaipur.)

- (5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Executive Engineer, authorizing 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 original 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) ~~For probable amount of contract upto Rs. five crore, Contractor shall submit the certificate of availability with him (owned or leased or higher or by procurement against mobilization advances) regarding computerized hot mix plant. Sensor Paver/mechanical paver, Vibratory roller, {for 50mm or more thickness of B.M./D.B.M. (with M.S.S./S.D.B.C. & B.C.) and other plants and machineries duly certified by Executive Engineer or Equivalent Officer (Certificate shall not be older than 24 months) along with the EMD envelope, other wise tender will be disqualified while opening.~~
- ~~For probable amount of contract more than Rs. Five crore, the conditions of pre-qualification document shall be followed.~~
- (e) ~~Test for binder content~~

8/7/25

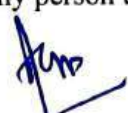
24


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- It will be mandatory and binding to the contractor to get checked every alternate load/lot of mix material at hot mix plant site in the presence of department's authorized personnel.
- (f) Bituminous work after sunset shall be allowed only with the specific written permission of the Engineer in Charge who shall then be fully responsible for the strict quality control of the work.
- (8) Incentive bonus clause 5.3 of appendix 2.13, appendix 2.14 and the clause 4 (performance guarantee) of (Annexure G) special condition of NIT are not applicable for ordinary repairs, supply of materials, survey and investigation of road/bridge/ building works.
- (9) 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.
- (10) Cess @ 1% (One Percent) shall be deducted at source, from every bill of contractor by the Executive Engineer under "Building and other construction for Workers Welfare, Cess Act 1996".
- (11) It is mandatory for the construction(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Board" as soon as the work order is issued to him/them for the work amounting to Rs.10.00 (Ten) lakhs and above and submit a copy of the same to the concern Executive Engineer, otherwise no payment will be made under the contract.
- (12) Contractors are advised to go through the Notice Inviting tenders & the tender/PQ document thoroughly. Certificates, annexures, enclosures as mentioned in the document will have to be submitted by the tenders strictly in the prescribed format, at the time of submission of Technical/Financial bid, failing which the contractor shall disqualify for the work & his financial offer shall not be opened and no representation, appeal or objection, what so ever in this regard shall be entertained by the department.
- (13) It is mandatory to submit online by the contractor the list of on-going works/works in hand. If any work is found delayed beyond one year from the stipulated date of completion due to contractor's fault, the contractor will be disqualified for the reason of poor performance.
- (14) राज्य सरकार के किसी भी विभाग में कालीसूची या डिबार निविदाकारों को विभाग के किसी भी निविदा में भाग लेने का अधिकार नहीं होगा ।
- (15) In case of conflict between "General condition of contract and the special condition" the terms of special conditions shall prevail.
- (16) For Road Construction Work within a radius of 300 km from any Thermal Power Plant, the use of fly ash shall invariably be done in embankment construction in confirmation to guidelines given in IRC: SP-58-2001. (Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 3298/2286/2016/19 Dates 15.08.2016)
- (17) In this document Pre-Contract Integrity Pact is added as Annexure H, as per the guidelines issued by Government vide Letter no. 243/वि/नि/चार/2013 नया रायपुर, दिनांक 06 जुलाई, 2013 (Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. F 21-5/T/19/2012/Tender Dates 06.08.2016)
- (18) Apart from taking other safety measures the contractor shall observe and ensure the following safety regulations :
- He shall provide safety belts, helmets, fluorescent jackets to all the workers deployed on the site. He shall arrange the same for all the officials/persons also visiting the site.
 - He shall provide strong and stout scaffolding, centering and shuttering at site-the design of which shall be got approved from the engineer in charge. The contractor shall be held fully responsible for any accident if it occurs due to not following the above.
 - The complete site shall be fully lighted, watched, barricaded and guarded until completion of work and taking over so as to forbid entry of any trespasser.
 - All the excavated trenches (for foundations/septic tanks), bore holes shall be kept properly guarded/fenced, all the time, to avoid falling of any person their in.

8/7/25

25


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- e. The periphery area of building inside and outside shall be provided with temporary shed structures, so as to safe guard the workers/officials passing by it from anything falling from the work going on in the upper stones.
 - f. In case of road works the widening portion when excavated shall be provided with all safety measures like safety ribbons, guard stones, cautionary sign boards (reflective)
 - g. The contractor shall arrange good strong ladders etc to facilitate the departmental officials in supervision.
 - h. The contractor shall get his workers fully insured their life against accidents.
 - i. The contractor shall work in such a manner that neither, the public & nor any property (govt./public/private) is put to risk.
 - j. On the roads under constructions, the contractor shall ensure that no construction material is kept/stacked on the road carriage way/ shoulder"
 - k. Comply with all applicable safety regulations.
 - l. Take care for the safety of all persons entitled to be on the site.
 - m. Use reasonable efforts to keep the side and works clear of unnecessary obstruction so as to avoid danger to these persons.
 - n. Provide any temporary works (including roadway, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land.
 - o. The contractor shall be fully responsible for the adequate safety of all site operations and method of constructions.
 - p. The contractor shall submit to the Engineer an detailed proposal covering safety measures proposed to be adopted at site.
 - q. Breach of safety provision by the Contractor and his employees shall constitute a sufficient cause for action.
 - r. Adequate precautions shall be taken to prevent accidents from electric cables, while digging operation is underway.
 - s. Workers employed on bituminous works, stone crushers concrete batching plants etc. shall be provided with protective goggles, gloves, gumboots etc.
 - t. Those engaged in welding work shall be provided with welder protective shields.
 - u. All display boards shall be retro reflective material and of sizes mentioned in the drawing.
 - v. All vehicles will have reverse horns.
 - w. In addition, if directions are given by the "Engineer" to augment the safety measures, the Contractor has to abide by his directions.
 - x. A safety officer shall be nominated by the Contractor to prepare safety programmed and after getting the approval from the Engineer, oversee the safety arrangement at side.
19. It is Mandatory for the C & D Class Bidders, to Submit online the list of ongoing works/works in hand in the annexure A (enclosed). If the total value of ongoing works/work in hand is more than 2.5 times the capacity as specified for C and D class bidders. The bidder will be disqualified.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 27.09.2016)

19(A) - (FOR TENDER value less than Rs, one crore)

(i) It is Mandatory for the "B" , "C" & "D" Class bidders, to submit affidavit (annexure 3, enclosed) and the list of ongoing works/ works in hand in the Annexure "2" (enclosed), If the total value of works in hand is more than 2.5 times the capacity as specified for "B" , "C" and "D" Class Bidders registration the bidder shall be disqualified.

(ii) ~~It is Mandatory for the "A" Class bidder, to submit affidavit (annexure 3, enclosed) and Bid capacity information (Appendix 1) along with information Annexure 1, 2. The bidder will only be qualified if the available bid capacity is equal or more than the amount put to tender.~~

19(B) - (FOR TENDER value from Rs. 1 crore to Rs. 5 crore)

8/7/25

26


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

All the bidder shall have to submit the information of Bid capacity (Appendix 1) information in Annexure 1, 2 and affidavit (Annexure 3) They will only be qualified if the available bid capacity is equal or more than the amount put to tender.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 31.07.2020)

20. Clause 5.3 Incentive bonus and Clause 11 of Appendix 2.13, Appendix 2.14 stands deleted for all type of deposit works.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 05.10.2019)

- 21.(37) Special condition for SOR Item No 8.4, 8.5, 8.6, 8.7 Retro-reflectorized Traffic Signs, direction & Place identifications signs. & overhead signs.

1. ~~The bidder of tender shall submit authorized converter certificate issued by Retro reflective sheeting manufacture, the Retro reflective sheeting manufacture should have an subsidiary in India, the certificate issued by national distributor or agency will not be allowed~~
2. ~~The bidder of tender shall submit current tender specific authorized converter certificate issued by Retro reflective sheeting manufacture should have an subsidiary in India, the certificate issued by national distributor or agency will not be allowed.~~
3. ~~The bidder shall obtain from the manufacture of retro reflective sheeting a pre qualification warranty certificate for 10 years for class c type of sheeting and for 7 years for class B type of sheeting in original for satisfactory field performance OF Retro reflective sign as per IRC 67-2012 Clause 6.7 & 6.9 which should be jointly attested by Retro Reflective Sheeting Manufacturer and Authorized Tendere/converter.~~
4. ~~The bidder shall submit Government/ international Lab Test Report For Retro Reflective Sheeting for meeting test results criteria as per IRC 67-2012~~
- (a) ~~Special condition for SOR Item No 8.13 Road marking with Hot Applied Thermoplastic Compound with Reflectorizing Glass Beads on Bituminous surface.~~
1. ~~The pre warranty certificate should be submitted by the contractor of one year~~
2. ~~The contractor should own machines required for the job of Thermoplastic road marking (proof of ownership to be attached)~~
3. Authorized converter/ applied certificate should be submitted by contractor is own name.
4. Material : Berger, Asian paints auto mark or equivalent brand of reputed manufacturer with valid ISO 9001:2008 & ISO 14001 as approved in writing by engineer -in-charge
5. Manufacture product should have been accredited by IRC & the Accreditation certificate shall be valid at The time of Bidding of tender. the copy of accreditation certificate should be submitted along with the tender documents.

8/7/25

27


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

22. ~~Vehicle:-~~

~~————The contractor will provide one new vehicle (Registration of vehicle should not be older than 2025) with driver for site inspection at the time of work order. Vehicle Shall be registered in the name of contractor/Firm (all R.T.O taxes and insurance premium and diesel expenses will be paid by the contractor till the completion of the work) after completion of the work vehicle will be the property of Municipal Corporation Raigarh and transfer in the name of Commissioner, Municipal Corporation Raigarh by the contractor in his own cost. During the progress of work any breakdown occurs in the vehicle for the long period, the contractor will have to provide similar type of vehicle during breakdown period. Contractor will provide driver for the vehicle and diesel expenses (Upto 2000 Km per month) upto completion of Work~~

These special conditions will supersede any thing contrary to it in the tender document

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8/7/25

28


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

PRE- CONTRACT INTEGRITY PACT

1. General

1.1 This pre bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month of20....., 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 Store/ Equipment/ Work/ Service) and M/srepresented by ShriChief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors an permitted assigns) of 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 functions on behalf of Government Of Chhattisgarh

2. OBJECTIVES

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

2.1 Enabling the BUYER to obtain the desired Stores/ Equipment/ Work/ Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials 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 other BIDDERS.

3.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case of 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 is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits himself 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 commits 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 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 disfavour to any person in relation to the Contract or any other Contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER 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.

8/7/25

30


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- 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 purposes 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 proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.~~
- 4.8 ~~The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~
- 4.9 ~~The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.~~

5. PREVIOUS TRANSGRESSION

- 5.1 ~~The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.~~
- 5.2 ~~If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.~~

6. EARNEST MONEY/SECURITY DEPOSIT

6.1 ~~Every BIDDER, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:-~~

- i. ~~Bank Draft or a Pay Order in favour of the~~
- ii. ~~A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.~~
- iii. ~~Any other mode or through any other instrument (to be specified in the RFP).~~

6.2 ~~The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to 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 Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.~~

8/7/25

31


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 VIOLATION

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit either 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 an 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 middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

8/7/25

32


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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

7.2) ~~The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.~~

8. FALL CLAUSE

8.1 ~~The BIDDER undertakes that if has not supplied/is not supplying similar products/ 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 products/ system or sub-system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowances for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.~~

9. INDEPENDENT MONITORS

9.1 ~~The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.~~

9.2 ~~The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.~~

9.3 ~~The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.~~

9.4 ~~Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.~~

9.5 ~~As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.~~

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

10. FACILITATION OF INVESTIGATION

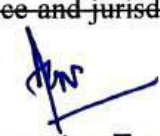
~~In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall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

8/7/25

33


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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 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 this 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.
.....


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Raigarh (C.G.)

8/7/25

Name of work

NAME OF DIVISION

NAME OF CONTRACTOR

AGR. No.

DATE OF WORK ORDER

DUE DATE OF COMPLETION

EXTENSIVE
GRANTE
UP TO

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

WORK ITEMS

Sr. No.	Items	Unit	Months						
			1	2	3	4	5	6	7
1									
2									
3									
4									
5									
6									

Approved

Executive
Engineer

8/7/25

35


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Cumulative Achievement of item of work for the month ending of Dated

Date of Completion

Contractor

Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Cash Flow for performing the contract (applicable for works costing more than Rs. 10 lakhs)

Name of Division.....

Name of Contractor

AGR. No. Date

Period of Contract

Value of Contract l/c Ten

(A)	Investment	1st month	2nd month	2nd month	4th month	5th month	6th month	7th month	8th month
(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								
I)	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 ex
- (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

8/7/25

37


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- (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 **and its maintenance 60 Months** beyond the completion of work for which 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/ **FDR/TDR** issued by approved b scheduled bank (duely verified by department) 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/ **FDR/TDR** 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/ **FDR/TDR** valid for the period as stated .The performance and maintenance period shall be as follows :-

(a) **60 months after completion of work , in case of Bridge , Buildings and original work for roads consisting of bituminous base course and seal coat and concrete roads and others.**

(b) **36 months in case of road renewal work alone executed with bituminous work having total thickness of bituminous work is upto 40 mm.**

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 en cash 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 07(Seven) days 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) **Refund of Performance Bank Guarantee/ FDR/TDR-**

(a) **Performance Period is 60 months-After three years of completion of construction , 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank Guarantee/FDR/TDR 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 60 months of completion.**

(b) **Perfoamance period is 36 months- After Two years of completion of construction. 50%(Fifty Percent) of available performance Bank guarantee/FDR/TDR shall be returned to the contractor subject to the satisfaction of the Executive Engineer. Remaining performance Bank guarantee/FDR/TDR 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 36 months of completion.**

The performance guarantee will be in addition to the normal security to be

8/7/25

23


Executive Engineer
 Municipal Corporation
 Raigarh (C.G.)

(Amended vide Letter no. 21-5/T/19/2012/Tender (part) Raipur dt. 20.01.2023 By order CG GOVT. PWD ,Mantralay, Mahanadi Bhawan, NayaRaipur.)

- (5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Executive Engineer, authorizing 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 original 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) ~~For probable amount of contract upto Rs. five crore, Contractor shall submit the certificate of availability with him (owned or leased or higher or by procurement against mobilization advances) regarding computerized hot mix plant. Sensor Paver/mechanical paver, Vibratory roller, {for 50mm or more thickness of B.M./D.B.M. (with M.S.S./S.D.B.C. & B.C.) and other plants and machineries duly certified by Executive Engineer or Equivalent Officer (Certificate shall not be older than 24 months) along with the EMD envelope, other wise tender will be disqualified while opening.~~
- ~~For probable amount of contract more than Rs. Five crore, the conditions of pre-qualification document shall be followed.~~
- (e) ~~Test for binder content~~

8/7/25

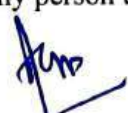
24


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- It will be mandatory and binding to the contractor to get checked every alternate load/lot of mix material at hot mix plant site in the presence of department's authorized personnel.
- (f) Bituminous work after sunset shall be allowed only with the specific written permission of the Engineer in Charge who shall then be fully responsible for the strict quality control of the work.
- (8) Incentive bonus clause 5.3 of appendix 2.13, appendix 2.14 and the clause 4 (performance guarantee) of (Annexure G) special condition of NIT are not applicable for ordinary repairs, supply of materials, survey and investigation of road/bridge/ building works.
- (9) 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.
- (10) Cess @ 1% (One Percent) shall be deducted at source, from every bill of contractor by the Executive Engineer under "Building and other construction for Workers Welfare, Cess Act 1996".
- (11) It is mandatory for the construction(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Board" as soon as the work order is issued to him/them for the work amounting to Rs.10.00 (Ten) lakhs and above and submit a copy of the same to the concern Executive Engineer, otherwise no payment will be made under the contract.
- (12) Contractors are advised to go through the Notice Inviting tenders & the tender/PQ document thoroughly. Certificates, annexures, enclosures as mentioned in the document will have to be submitted by the tenders strictly in the prescribed format, at the time of submission of Technical/Financial bid, failing which the contractor shall disqualify for the work & his financial offer shall not be opened and no representation, appeal or objection, what so ever in this regard shall be entertained by the department.
- (13) It is mandatory to submit online by the contractor the list of on-going works/works in hand. If any work is found delayed beyond one year from the stipulated date of completion due to contractor's fault, the contractor will be disqualified for the reason of poor performance.
- (14) राज्य सरकार के किसी भी विभाग में कालीसूची या डिबार निविदाकारों को विभाग के किसी भी निविदा में भाग लेने का अधिकार नहीं होगा ।
- (15) In case of conflict between "General condition of contract and the special condition" the terms of special conditions shall prevail.
- (16) For Road Construction Work within a radius of 300 km from any Thermal Power Plant, the use of fly ash shall invariably be done in embankment construction in confirmation to guidelines given in IRC: SP-58-2001. (Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 3298/2286/2016/19 Dates 15.08.2016)
- (17) In this document Pre-Contract Integrity Pact is added as Annexure H, as per the guidelines issued by Government vide Letter no. 243/वि/नि/चार/2013 नया रायपुर, दिनांक 06 जुलाई, 2013 (Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. F 21-5/T/19/2012/Tender Dates 06.08.2016)
- (18) Apart from taking other safety measures the contractor shall observe and ensure the following safety regulations :
- He shall provide safety belts, helmets, fluorescent jackets to all the workers deployed on the site. He shall arrange the same for all the officials/persons also visiting the site.
 - He shall provide strong and stout scaffolding, centering and shuttering at site-the design of which shall be got approved from the engineer in charge. The contractor shall be held fully responsible for any accident if it occurs due to not following the above.
 - The complete site shall be fully lighted, watched, barricaded and guarded until completion of work and taking over so as to forbid entry of any trespasser.
 - All the excavated trenches (for foundations/septic tanks), bore holes shall be kept properly guarded/fenced, all the time, to avoid falling of any person their in.

8/7/25

25


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- e. The periphery area of building inside and outside shall be provided with temporary shed structures, so as to safe guard the workers/officials passing by it from anything falling from the work going on in the upper stones.
 - f. In case of road works the widening portion when excavated shall be provided with all safety measures like safety ribbons, guard stones, cautionary sign boards (reflective)
 - g. The contractor shall arrange good strong ladders etc to facilitate the departmental officials in supervision.
 - h. The contractor shall get his workers fully insured their life against accidents.
 - i. The contractor shall work in such a manner that neither, the public & nor any property (govt./public/private) is put to risk.
 - j. On the roads under constructions, the contractor shall ensure that no construction material is kept/stacked on the road carriage way/ shoulder"
 - k. Comply with all applicable safety regulations.
 - l. Take care for the safety of all persons entitled to be on the site.
 - m. Use reasonable efforts to keep the side and works clear of unnecessary obstruction so as to avoid danger to these persons.
 - n. Provide any temporary works (including roadway, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land.
 - o. The contractor shall be fully responsible for the adequate safety of all site operations and method of constructions.
 - p. The contractor shall submit to the Engineer an detailed proposal covering safety measures proposed to be adopted at site.
 - q. Breach of safety provision by the Contractor and his employees shall constitute a sufficient cause for action.
 - r. Adequate precautions shall be taken to prevent accidents from electric cables, while digging operation is underway.
 - s. Workers employed on bituminous works, stone crushers concrete batching plants etc. shall be provided with protective goggles, gloves, gumboots etc.
 - t. Those engaged in welding work shall be provided with welder protective shields.
 - u. All display boards shall be retro reflective material and of sizes mentioned in the drawing.
 - v. All vehicles will have reverse horns.
 - w. In addition, if directions are given by the "Engineer" to augment the safety measures, the Contractor has to abide by his directions.
 - x. A safety officer shall be nominated by the Contractor to prepare safety programmed and after getting the approval from the Engineer, oversee the safety arrangement at side.
19. It is Mandatory for the C & D Class Bidders, to Submit online the list of ongoing works/works in hand in the annexure A (enclosed). If the total value of ongoing works/work in hand is more than 2.5 times the capacity as specified for C and D class bidders. The bidder will be disqualified.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 27.09.2016)

19(A) - (FOR TENDER value less than Rs, one crore)

(i) It is Mandatory for the "B" , "C" & "D" Class bidders, to submit affidavit (annexure 3, enclosed) and the list of ongoing works/ works in hand in the Annexure "2" (enclosed), If the total value of works in hand is more than 2.5 times the capacity as specified for "B" , "C" and "D" Class Bidders registration the bidder shall be disqualified.

(ii) ~~It is Mandatory for the "A" Class bidder, to submit affidavit (annexure 3, enclosed) and Bid capacity information (Appendix 1) along with information Annexure 1, 2. The bidder will only be qualified if the available bid capacity is equal or more than the amount put to tender.~~

19(B) - (FOR TENDER value from Rs. 1 crore to Rs. 5 crore)

8/7/25

26


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

All the bidder shall have to submit the information of Bid capacity (Appendix 1) information in Annexure 1, 2 and affidavit (Annexure 3) They will only be qualified if the available bid capacity is equal or more than the amount put to tender.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 31.07.2020)

20. Clause 5.3 Incentive bonus and Clause 11 of Appendix 2.13, Appendix 2.14 stands deleted for all type of deposit works.

(Amendment issued vide Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender.Naya Raipur Dated 05.10.2019)

- 21.(37) Special condition for SOR Item No 8.4, 8.5, 8.6, 8.7 Retro-reflectorized Traffic Signs, direction & Place identifications signs. & overhead signs.

1. ~~The bidder of tender shall submit authorized converter certificate issued by Retro reflective sheeting manufacture, the Retro reflective sheeting manufacture should have an subsidiary in India, the certificate issued by national distributor or agency will not be allowed~~
2. ~~The bidder of tender shall submit current tender specific authorized converter certificate issued by Retro reflective sheeting manufacture should have an subsidiary in India, the certificate issued by national distributor or agency will not be allowed.~~
3. ~~The bidder shall obtain from the manufacture of retro reflective sheeting a pre qualification warranty certificate for 10 years for class c type of sheeting and for 7 years for class B type of sheeting in original for satisfactory field performance OF Retro reflective sign as per IRC 67-2012 Clause 6.7 & 6.9 which should be jointly attested by Retro Reflective Sheeting Manufacturer and Authorized Tendere/converter.~~
4. ~~The bidder shall submit Government/ international Lab Test Report For Retro Reflective Sheeting for meeting test results criteria as per IRC 67-2012~~
- (a) ~~Special condition for SOR Item No 8.13 Road marking with Hot Applied Thermoplastic Compound with Reflectorizing Glass Beads on Bituminous surface.~~
1. ~~The pre warranty certificate should be submitted by the contractor of one year~~
2. ~~The contractor should own machines required for the job of Thermoplastic road marking (proof of ownership to be attached)~~
3. Authorized converter/ applied certificate should be submitted by contractor is own name.
4. Material : Berger, Asian paints auto mark or equivalent brand of reputed manufacturer with valid ISO 9001:2008 & ISO 14001 as approved in writing by engineer -in-charge
5. Manufacture product should have been accredited by IRC & the Accreditation certificate shall be valid at The time of Bidding of tender. the copy of accreditation certificate should be submitted along with the tender documents.

8/7/25

27


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

22. ~~Vehicle:-~~

~~————The contractor will provide one new vehicle (Registration of vehicle should not be older than 2025) with driver for site inspection at the time of work order. Vehicle Shall be registered in the name of contractor/Firm (all R.T.O taxes and insurance premium and diesel expenses will be paid by the contractor till the completion of the work) after completion of the work vehicle will be the property of Municipal Corporation Raigarh and transfer in the name of Commissioner, Municipal Corporation Raigarh by the contractor in his own cost. During the progress of work any breakdown occurs in the vehicle for the long period, the contractor will have to provide similar type of vehicle during breakdown period. Contractor will provide driver for the vehicle and diesel expenses (Upto 2000 Km per month) upto completion of Work~~

These special conditions will supersede any thing contrary to it in the tender document

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8/7/25

28


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

PRE-CONTRACT INTEGRITY PACT**1. General**

1.1 This pre bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month of20....., 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 Store/ Equipment/ Work/ Service) and M/srepresented by ShriChief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors an permitted assigns) of 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 functions on behalf of Government Of Chhattisgarh

2. OBJECTIVES

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

2.1 Enabling the BUYER to obtain the desired Stores/ Equipment/ Work/ Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials 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 other BIDDERS.

3.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case of 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 is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits himself 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 commits 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 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 disfavour to any person in relation to the Contract or any other Contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER 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.

8/7/25

30


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

- 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 purposes 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 proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.~~
- 4.8 ~~The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~
- 4.9 ~~The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.~~

5. PREVIOUS TRANSGRESSION

- 5.1 ~~The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.~~
- 5.2 ~~If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.~~

6. EARNEST MONEY/SECURITY DEPOSIT

6.1 ~~Every BIDDER, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:-~~

- i. ~~Bank Draft or a Pay Order in favour of the~~
- ii. ~~A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.~~
- iii. ~~Any other mode or through any other instrument (to be specified in the RFP).~~

6.2 ~~The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to 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 Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.~~

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

7. SANCTIONS FOR VIOLATION

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit either 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 an 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 middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

8/7/25

32


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

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

7.2) ~~The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.~~

8. FALL CLAUSE

8.1 ~~The BIDDER undertakes that if has not supplied/is not supplying similar products/ 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 products/ system or sub-system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowances for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.~~

9. INDEPENDENT MONITORS

9.1 ~~The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.~~

9.2 ~~The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.~~

9.3 ~~The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.~~

9.4 ~~Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.~~

9.5 ~~As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.~~

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

10. FACILITATION OF INVESTIGATION

~~In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible 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 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 this 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. _____
.....
.....


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

8/7/25

Name of work

NAME OF DIVISION

NAME OF CONTRACTOR

AGR. No.

DATE OF WORK ORDER

DUE DATE OF COMPLETION

EXTENSIVE
GRANTE
UP TO

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

WORK ITEMS

Sr. No.	Items	Unit	Months						
			1	2	3	4	5	6	7
1									
2									
3									
4									
5									
6									

Approved

Executive
Engineer

8/7/25

35


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Cumulative Achievement of item of work for the month ending of Dated

Date of Completion

Contractor

Executive Engineer
Municipal Corporation
Raigarh (C.G.)

Cash Flow for performing the contract (applicable for works costing more than Rs. 10 lakhs)

Name of Division.....

Name of Contractor

AGR. No. Date

Period of Contract

Value of Contract l/c Ten

(A)	Investment	1st month	2nd month	2nd month	4th month	5th month	6th month	7th month	8th month
(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								
I)	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 ex
- (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

8/7/25

37


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Raigarh (C.G.)

BID CAPACITY INFORMATION


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Raigarh (C.G.)

8/7/25

(Appendix 1)
BID-CAPACITY INFORMATION

(By all class of contractor for tenders costing Rs. 1 Crore to 5 Crore, and by only "A" class contractor for tender costing less than Rs. 1 Crore)

Bidders will be qualified only if their available bid capacity is more than the total bid value the available bid capacity will be calculated asunder:-

$$\text{Assessed Available bid capacity} = (A * N * 2.5 - B)$$

Where

A = ——— Maximum value of civil engineering works executed in any one financial year during the last five years (updated to the price level of current financial year, as per enhancement factors indicated below) taking into account the completed as well as works in progress. (As per Annexure-1)

Year	Enhancement factor
Last One	1.10
Last Two	1.21
Last Three	1.33
Last Fourth	1.46
Last Fifth	1.61

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

(i) ——— Period of Completion up to 6 months to be taken as 1/2 year.

(ii) ——— Period of Completion up to 7 months to 12 months to be taken as 1 year.

(iii) ——— Period of Completion more than 12 months to be taken as (Period of Completion in months/12) years

B = ——— Value of existing commitments and on-going works to be executed during the next ——— years* (period of completion of the works for which bids are invited) (As per Annexure-2)

Note: ——— The statements showing the value of existing commitments and on-going works, as well as the stipulated period of completion remaining, for each of the works so listed should be countersigned by the Engineer in Charge, not below the rank of an Executive Engineer or equivalent.

————— **The bidder shall have to submit an affidavit (Annexure 3) that all the information furnished is correct in all respects.**

————— Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading, incorrect or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements.

Information on bid capacity

Work performed as prime contractor (in the same name in and style) on all classes of Civil Engineering C financial years.

S. No.	Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	As per Agreement Date of Completion	Actual Date of Completion	Year wise value of work Rs. L		
									last 5 th Year	last 4 th Year	last 3 rd Year
1	2	3	4	5	6	7	8	9	10	11	12
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
Total									-	-	-

Note :- (i) Enclose certificates from Engineer (s) in charge (Not below the rank of Executive Engineer or equivalent) completed, value of work done, anticipated date of completion.

(ii) Tenderer may attach certified copies of work order issued by Engineer in Charge not below the rank of Executive Engineer.

8/7/25

40


Executive Engineer
Municipal Corporation
Raigarh (C.G.)

~~Existing commitments and ongoing all classes of civil engineering construction works, b~~

[illegible]

Note :- (i) Enclose certificates from Engineer (s) in charge (Not below the rank of Executive Engineer or equivalent) certifying the work done, remaining to be completed, value of work done, anticipated date of completion.

(ii) Tenderer may attach certified copies of work order issued by Engineer in Charge not below the rank of J. E. (IQA)

(iii) ~~Copy of Acceptance Letter (LOA).~~

~~(iii) Copy of Acceptance Letter (LOA):~~
~~Amendment issued by CG GOVT. PWD vide Letter no. F21-7/T/2012/19/Tender Date :- 15.07.2021.~~

8/7/25

41

Executive Engineer
Municipal Corporation
Raigarh (C.G.)

शपथ पत्र (Affidavit)

(विड केपेसिटी सहित आमंत्रित निविदाओं के लिए)

मैं/हम (शपथ पत्र प्रस्तुत करने वाले व्यक्ति/व्यक्तियों के नाम) जो कि
 मेसर्स _____ (टेकेंदार फर्म/कम्पनी का नाम)
 के _____ (कंपनी/फर्म में हैसियत) है और
 फर्म/कम्पनी की ओर से शपथ पत्र प्रस्तुत करने के लिये सक्षम है। इस शपथ पत्र
 द्वारा शपथपूर्वक यह प्रमाणित करता हूँ/करते हैं, कि प्रमुख अभियंता/अधीक्षक
 अभियंता, लोक निर्माण विभाग _____ द्वारा
 आमंत्रित निविदा सूचना क्रमांक _____ बास्ते (कार्य का नाम)
 _____ के लिये दिनांक _____
 को आमंत्रित निविदाओं के बारे में
 प्रस्तुत किये जा रहे निविदा प्रपत्र में निम्नलिखित जानकारी के समर्थन में जो
 प्रमाण पत्र/अभिलेख प्रस्तुत किये जा रहे हैं, उससे मैं/हम व्यक्तिगत रूप से पूरी
 तरह से संतुष्ट है तथा एतद् संबंधी जानकारियों, अभिलेखों एवं प्रमाण पत्रों की
 सत्यता के लिये मैं/हम पूर्ण रूप से उत्तरदायी है। :-

यह कि निविदा प्रपत्र में दी गई जानकारी पूर्णतः सत्य एवं प्रमाणित है।

शपथकर्ता का हस्ताक्षर एवं सील

सार्वजनिक नोटरी द्वारा सत्यापन
 की सील तारीख सहित


 Executive Engineer
 Municipal Corporation
 Raigarh (C.G.)