



KORBA MUNICIPAL CORPORATION

PROVIDING, LOWERING, LAYING, JOINTING, TESTING AND COMMISSIONING OF DI K-7 PIPE LINE FOR 200 MM TO 100 MM DIA. AND SHIFTING OF PIPE LINE DUE TO ROAD WIDENING FROM DHYANCHANDRA CHOWK TO BAJRANG CHOWK

TENDER DOCUMENTS

Form "A"
(Percentage Rate Contract)

E-Procurement Tender Notice
[Portal: http://eproc.cgstate.gov.in](http://eproc.cgstate.gov.in)

(PAC Rs. 111.88 Lacs)

COST OF TENDER DOCUMENT& BID PROCESSING FEE – Rs. 3,000.00

**OFFICE OF THE COMMISSIONER
MUNICIPAL CORPORATION, KORBA
CHHATTISGARH**

Web site: www.KorbaMunicipal.in
E-mail: corporationkorba@gmail.com

**OFFICE OF THE MUNICIPAL CORPORATION, KORBA
CHHATTISGARH**

NOTICE INVITING TENDER

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

SYSTEM TENDER NO/201372

NIT NO: 414341, Date 12.10.2026

Online tender are invited by the Commissioner, Municipal Corporation, Korba for the following work in Form “A” for percentage rate contract from the contractors class registered with Unified Registration System (Single Window) on GoCG PWD & e-Procurement System Portal (<https://cqeprocurement.gov.in>) through sub portal <https://uadd.cqeprocurement.gov.in> as per the 'key Dates' mentioned below. All other conditions for submission of tenders and criteria for prequalification etc. have been mentioned in the tender documents.

1	System Tender No.	201372
2	Name of Work/Description of Work	Providing, Lowering, Laying, Jointing, Testing and Commissioning of DI K-7 pipe line for 200 mm to 100 mm dia. and shifting of pipe line due to road widening from Dhyanchandra chowk to Bajrang chowk (Deposit Work)
3	Probable Amount of contract	Rs. 111.88 Lakhs
4	Earnest Money Deposit	Rs. 84,000/- (in shape of FDR/TDR in favor of Commissioner, Municipal Corporation, Korba)
5	Cost of Tender form fees	Rs. 3,000/- (In shape of Demand Draft in favor of Commissioner, Municipal Corporation, Korba)
6	Eligible class of contractor / firm	Class-“C” & Above
7	Time allowed for Completion	2 Months (including rainy season)
8	SOR Applicable (All amendments issued from time to time shall applicable)	CGPHE USOR 2020 and Ammendment 07/2022-23
9	Financial Capacity (as per clause 3.8.1)	₹ 16.78 Lakhs valid Bank solvency certificate is to be attached along with the bid.
10	Validity of Offer	120 Days from the day of submission of financial offer

For further clarifications regarding Digital signature, The Bidders may contact **M/s Mjunction Service Ltd.**, on helpdesk Toll free number **1800 419 9140** or through Email ID pro-chips@gov.in they may contact to **Mr. Shailesh Kumar Soni, Sr. Manager, Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158**

The tender documents containing detailed terms & conditions are available for free download on GoCG e-Procurement portal <http://cgeprocurement.gov.in> through sub portal of Urban Administration Development Department <http://eproc.cgstate.gov.in> Bidders have to quote online their prices along with Technical and Commercial bids in prescribed formats on the above mentioned portal only.

The Bidders intending to participate in this Tender are required to get enrolled on the above-mentioned website and get empanelled on the Sub-Portal of Urban Administration & Development Department. Enrolment on the above-mentioned Portal is mandatory. As the online Bids are required to be digitally signed, Bidders are required to obtain Class – II Digital Signature Certificates (DSCs).

The Bidders are also invited to get themselves trained on the operations of the e-Procurement System. Bidders may get in touch with the Service Provider of the e-Procurement System for confirming the time and date for their training session.

Sd/-
**Superintending Engineer
Municipal Corporation,
Korba (C.G.)**

**OFFICE OF THE MUNICIPAL CORPORATION,
KORBA, CHATTISGARH
DETAILED NOTICE INVITING TENDER**

SYSTEM TENDER NO/201372

NIT NO: 414341, Date 12.10.2026

Commissioner, Municipal Corporation Korba invites online Tenders on behalf of Municipal Corporation Korba on Form “A” for respective applicable Schedule of Rates from eligible class registered contractors in “unified Registration system e-Registration” PWD Chhattisgarh on Govt. of C.G. e-Procurement System (<http://eproc.cgstate.gov.in>)

1	System Tender No.	201372
2	Name of Work/Description of Work	Providing, lowering, laying, jointing, testing and commissioning of DI K-7 pipe line for 200 mm to 100 mm dia. and shifting of pipe line due to road widening from Dhyanchandra chowk to Bajrang chowk (Full Deposit Work)
3	Probable Amount of contract	₹ 111.88 Lakhs
4	Earnest Money Deposit	₹ 84,000/- (in shape of FDR/TDR in favor of Commissioner, Municipal Corporation, Korba)
5	Cost of Tender form fees	₹ 3000/- (In shape of Demand Draft in favor of Commissioner, Municipal Corporation, Korba)
6	Eligible class of contractor / firm	Class-“C” & Above
7	Time allowed for Completion	2 Months (including rainy season)
8	SOR Applicable (All amendments issued from time to time shall applicable)	CGPHE USOR 2020 and Ammendment 07/2022-23
9	Financial Capacity (as per clause 3.8.1)	₹ 16.78 Lakhs valid Bank solvency certificate is to be attached along with the bid.
10	Validity of Offer	120 Days from the day of submission of financial offer

1. In order to participate in the tenders floated using the e-Procurement System, all contractors/bidders are required to get enrolled on the e-Procurement portal <http://eproc.cgstate.gov.in>.
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered contractors may obtain information required to issuance of Digital Certificate from e-Procurement System M Junction Raipur.

3. For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service Bid Hash Submission Fee as mentioned above the different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<http://eproc.cgstate.gov.in>).
4. Tender Download, Submit Bid Hash online, Submission of Bids and other Documents and other activities will be governed by the time schedules given under – key Dates. Also, Bidder has to submit all the mandatory/required documents, if the mandatory/required documents not submitted by bidder then bid will be disqualified without any further clarification & Joint Venture /Consortium is not allowed.
5. Any bidder/contractor who is debarred, blacklisted, banned or suspended by the Central Government, State Government, Public Sector Undertaking (PSU), Urban Local Body (ULB), or any Government Department as on the last date of bid submission shall not be eligible to participate in this bid. During the evaluation stage if it comes under the notice that the bidder hides crucial information related to his eligibility than the firm is disqualified and their financial bid shall not be opened.
6. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
7. The Bidders may refer Help Manual available online to perform their online activity. The Commissioner, Municipal Corporation Korba (CG) reserves the right to reject any part of/whole tender without assigning any reason and to restrict the list of pre-qualified tenderer to any number deemed fit by it.
8. Before the deadline for submission of tender the Commissioner, Municipal Corporation, Korba (C.G.) may modify the tender document by issuing amendment. (Any amendment thus issued shall be part of the tender and shall be published on web site)
9. Tenderers are required to submit all documents/information with the technical tender as required in the NIT or elsewhere in the Tender Document, otherwise it shall lead to rejection of bids.
10. **As per Circular No. GENCOR-35/306/2026-UAD Dated 20.05.2026 issued by the Urban Administration & Development Department, Government of Chhattisgarh, the BOQ/PAC has been prepared excluding GST. Accordingly, bidders shall quote their rates excluding GST only.** Applicable GST shall be paid separately by the Municipal Corporation, Korba, subject to submission of a valid GST Tax Invoice and compliance with the provisions of the GST Act, Rules and Government instructions in force.
11. The bidder shall quote the tender as a Percentage rate contract as per the “**Form A**” is required to be submitted/uploaded online only in Envelope C on Bidder’s and physical submission of Envelope C shall not be considered.
12. The bidders are required to submit ‘Envelope “A & B” physically and online respectively as per dates Indicated in Key Dates. The Physical Envelope should contain the following: -
 - a) **Envelope 'A'** (Key Submission - Submit physically & online)- All the required document submission is mandatory for opening of technical bid.
 - i. The Earnest Money Deposit (EMD) in the form of FDR/TDR of a Nationalized or Scheduled bank of India in favour of the Commissioner, Municipal Corporation, Korba payable at District -

Korba (CG). The Earnest Money of the successful Bidders will be retained as part of the security deposit.

- ii. Tender Document Fee (In the shape of demand draft in favour of Commissioner, Municipal Corporation, Korba)
- iii. Notarized Affidavit and Pre Contract Integrity Pact separately in Original as per prescribed format. (On ₹100/- non-judicial stamp paper each)

b) Envelope- 'B' (Technical Bid - Submit online only): -

- i. The bidder mandatorily submits all relevant documents that demonstrate their eligibility and qualification as per the criteria outlined in the tender document. Incomplete or missing documents will result in automatic disqualification during the technical evaluation stage.
- ii. Scanned copy of the Earnest Money, Tender Document Fee and Affidavit & Pre contract Integrity Pact.
- iii. Valid Registration Certificates of CG PWD and (Partnership Deed, registration amendment certificate as the case may be)
- iv. Copy of PAN card issued by Income Tax Department.
- v. Copy of Valid GST/ CGST Registration must be valid up to Bid due date as per key dates otherwise tender will be disqualified while opening.
- vi. Valid Bank Solvency Certificate in Bank Letter Head. (Not older than 12 Months) mention the Bank Dispatch No. or Ref. No. or Verifiable unique number or Date otherwise tender will be disqualified while opening) The bank solvency shall be submitted by the contractor 15% on the cost put to tender.
- vii. If the participating bidder is partnership firm than the memorandum of partnership of the firm.
- viii. Income Tax Return acknowledgment of last three assessed financial years available as on bid due date.
- ix. Documentary proof of the appointment of the engineer including appointment letter duly signed by the authorized signatory with date of appointment, along with the relevant educational qualification certificates.
- x. Registration certificate of EPF supported with Form 5A and ESIC. Last three months relevant payment receipt/challan copies of the dues subjected to the payments of EPF and ESIC is mandatorily needed to be enclosed.
- xi. The bidder should have experience of successfully executed/completed construction, testing and commissioning of following works within last five financial years: -
 - (a) Experience of successful completion of providing, laying, jointing, testing and commissioning of DI pipeline having half of the highest diameter and half of its length **(i.e. 100 mm diameter including 500 meter in length)** and DI/MS/CI pipeline for a minimum 25% of the total length of its quantity mentioned in the NIT **(i.e 725 meter in length) in a Single Contract.**

Note: - The bidder shall mandatorily enclose the relevant experience certificate as required under the aforementioned points. The experience certificate shall be issued by an officer not below the rank of Executive Engineer and shall pertain only to works executed for Central Government, State Government or Urban Local Bodies (ULBs).

Envelope- "C" - (Financial Bid - Submit Only Online)

If the bidder quotes his rates in physical submissions than it will lead to disqualification during evaluation of the bid.

13. Physical Submission - The sealed envelope A should be sent by registered A.D. or speed post only to **Office of the Commissioner, Municipal Corporation, Saket Bhawan, ITI Rampur Chowk, Kosabadi, Pin-495677 Korba (C.G.)** before expiry of physical submission of the bid. (Please mention the Name of Work, N.I.T. No. in Physical Envelope)
14. Required documents of qualified tenderer shall be opened online on the prescribed date and time as per Notice Inviting Tender. After verification of proper and other required documents financial offers of such qualified bidders shall be opened online by the Commissioner, Municipal Corporation, Korba (C.G.) in the presence of the tenderer (s)/ representative who choose to attend at that time.
15. Additional performance shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced. i.e. less than the estimated cost by more than 10% in such an event the successful bidder will deposit the additional performance security to the extent of differential cost of bid amount and 90% of the estimated cost in shape of Bank guarantee of Nationalized Bank in favor of Commissioner, Municipal Corporation, Korba (C.G.) in Additional to EMD failing which the tender in this favor shall be liable for Rejection. The same shall be released along with the normal Security Deposit.
16. It is mandatory for bidder to submit all mandatory/required documents in online in website <http://eproc.cgstate.gov.in>. Any documents which are not submitted in online but submitted physically will not be accepted.
17. Bidder has to submit all the mandatory/required documents, if the mandatory/required documents not submitted by bidder then bid will be disqualified without any further clarification.
18. If any document as required is not received as per the desired form, then the Bidder will be disqualified without any further clarification and his financial bid will not be opened.
19. The provision of Clause 11 regarding price escalation shall not be applicable under this contract. No escalation or increase in the contract price will be paid for any reason, including fluctuations in material costs, labor wages, or any other inputs, during the entire duration of the project.
20. In case of any discrepancy, ambiguity or dispute related to the interpretation of the term and condition of the tender documents, the decision of the Commissioner, Municipal Corporation Korba, shall be final and binding on all parties involved.
21. After the issuance of the work order, the successful bidder must mandatorily comply with the all-applicable rules and regulations of relevant government departments, including but not limited to those related to mining labor laws, income tax, Goods and Service tax (GST), other statutory obligations. The bidder will be solely responsible for adhering to these regulations throughout duration of the project.
22. The successful bidder shall mandatorily register himself under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. Proof of such registration shall be submitted for processing of running and final bills. Further, labour cess at the rate of 1% shall be deducted from each running and final bill as applicable.

23. The evaluation of bids shall be carried out by considering the lowest aggregate amount. The bidder quoting the lowest rate shall be considered as the successful bidder (L1).
24. Security deposit at the rate of 5% shall be deducted from each running and final bill and shall be refunded to the contractor after completion of the security period of one year, reckoned from the date of completion of work, subject to certification that the work is in good condition.
25. The contractor shall also be responsible for performance of work carried out by him for a period of 36 (Thirty-Six) Month beyond the completion of work for which performance security has to be furnished by him @ 5% (five percent) of amount of contract. For this purpose, contractor has to submit to the department a Bank Guarantee of 5% amount of the value of work done on every running and final bill payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performance cash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 36 (Thirty-Six) Month after actual completion.
26. If the successful contractor fails to execute the agreement within the stipulated time period prescribed in the tender document, action shall be taken as per the provisions contained in the tender conditions. In addition, thereto, as per the resolution passed by the Municipal Council of Municipal Corporation Korba, the contractor shall also be liable to be debarred from participating in any future tenders invited by the Municipal Corporation Korba for a period of 06 (six) months.”
27. If the contractor fails to complete the work within the stipulated time period after issuance of the work order, action shall be taken against the contractor as per the terms and conditions of the agreement. In addition thereto, as per the resolution passed by the Municipal Council of Municipal Corporation Korba, the contractor shall also be liable to be debarred from participating in any future tenders invited by the Municipal Corporation Korba for a period of 01 (one) year.”
28. All ductile iron pipes shall be inspected and tested through third-party inspection agencies such as SGS/DGSD/RITES/IRCLASS or equivalent, at the contractor’s cost, and only pipes conforming to relevant IS standards shall be accepted; non-conforming materials shall be rejected at the contractor’s risk and cost without any claim. Payments due towards the contractor will be processed only after submission of the relevant test certificates and inspection reports.
29. Upon issuance of the work order, the successful bidder shall comply with all provisions of the Construction and Demolition Waste Management Rules, 2016.

Digitally signed by
BHUSHAN RAM ORAON
Date: 12-10-2026
16:27:49

**Superintending Engineer
Municipal Corporation
Korba (C.G.)**

Copy to: Programmer, UADD Nava Raipur for information Please.

SYSTEM TENDER No. 201372**NIT No/414341****Korba Dated 12.10.2026****Table 1: Key Dates**

<u>Task</u>	<u>Date</u>	<u>Time</u>
Bid Start Date	12.10.2026	17:31
Bid Due Date	02.11.2026	17:30
Physical Documents Submission End Date	06.11.2026	16:30
Bid Open Date (Scheduled)	06.11.2026	17:00

Sd/-**Superintending Engineer
Municipal Corporation,
Korba (C.G.)**

FORM 'A'

OFFICE OF MUNICIPAL CORPORATION KORBA
PUBLIC WORKS DEPARTMENT

Issued to Shri/M/s.

Class of Contractor.E-Registration No.....Date.....

Name of Work- **Providing, Lowering, Laying, Jointing, Testing and Commissioning of DI K-7 pipe line for 200 mm to 100 mm dia. and shifting of pipe line due to road widening from Dhyanchandra chowk to Bajrang chowk**

Amount of Contract **₹ 111.88 Lakhs**

Amount of E.M.D **₹ 84,000/-**

Time allowed for Completion – **02 Months (Including rainy Season)**

Date of opening Tender **06.11.2026 Time- 17:00 Hrs onwards**

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.
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 contractor who wish to tender for two or more works shall submit a separate tender for each tender shall have the name and number of the work to which they refer written outside the envelop.
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 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 acknowledgment of payment to the Commissioner authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised him.
7. The memorandum of work tendered for be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

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- **Providing, Lowering, Laying, Jointing, Testing and Commissioning of DI K-7 pipe line for 200 mm to 100 mm dia. and shifting of pipe line due to road widening from Dhyanchandra chowk to Bajrang chowk**

(b) Cost of work put to Tender **₹ 111.88 Lakh**

(c) Earnes money **₹84,000/-**

(d) Security deposit @ 5%

(e) Percentage, if any to deducted from bills (Performance Guarantee) @ 5%

(f) Time allowed for the work 02 Months from the reckoned date including rainy season (From 16th June to 15th October)

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 Municipal Corporation Korba 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 **₹84,000/-** as earnest money the full value of which is to be absolutely forfeited to the said Municipal Corporation Korba or his successors in office without prejudice to any other rights or remedies of the said Municipal Corporation Korba or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of **₹84,000/-** shall be retained by Municipal Corporation Korba on account of such security deposit as aforesaid or the full value of which shall be retained by Municipal Corporation Korba on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

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

Dated the day of

Dated the day of

.....20

.....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 Korba

Dated theday of20

.....

Signature of the Officer by whom accepted

With designation and seal of office

CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Municipal Corporation Korba 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 “Commissioner” means Commissioner of The Municipal Corporation Korba and his successors in Office.
 - (d) The “Officers/Engineer-in-Charge” means the Engineer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Municipal Corporation Korba.
 - (e) “Competent Authority mean Commissioner, Municipal Corporation Korba.
 - (f) The term “Engineer-In Charge” means the Engineer of the Municipal Corporation Korba

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

Clause 1 – Security Deposit:- 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 Municipal Corporation Korba 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 & final bill.

Clause 2 - Compensation for Delay:- 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 Commissioner 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 Commissioner 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 Commissioner 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 Korba.

Clause 3:- Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Commissioner

(i) The Commissioner 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 Commissioner.

(b) The Commissioner 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 Commissioner 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 Commissioner.

(f) If he violates labour laws.

(g) If the Contractor fails to set up field laboratory *with appropriate equipment's, within 30 day from the reckoned date. (* for each contract valued more than Rupees 3 crores)

(h) Any other deficiency which goes to the root of the contract 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 Commissioner 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 Commissioner 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"

Clause 4: Power to take possession of or require removal of Materials Tools and Plants or sale of Contractor's Plants etc:-

In any case in which any of the powers, conferred upon the Commissioner by clause - 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Commissioner putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Commissioner, whose certificate thereof shall be final; otherwise the Commissioner 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 Commissioner may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Commissioner 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.

Clause 5 - Extension of Time:-

5.1 - If the Contractor shall desire an extension of time for completion of work on ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Commissioner 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 contractor are reasonable, the Commissioner shall be competent to grant the extension himself :-

Once the Commissioner/Competent Authority 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 Competent Authority and the Commissioner shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the

delayed date (under clause 2 of the contract) or before refusing both. Provided further where the Commissioner 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 Commissioner/Competent 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 Commissioner/Competent Authority has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Commissioner/Competent Authority fails to communicate his decision within a period of 30 days of such hearing, it shall be **deemed** that the contractor has been granted extension of time for the period as applied by him.

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

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

- (a) The Commissioner does not give access to a part of the site.
- (b) The Commissioner modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Commissioner orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- (d) The Commissioner instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Commissioner 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.
- (g) The Commissioner unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

Clause 6 - Final Certificate:- On completion of the work the contractor shall be furnished with a certificate by the Commissioner (hereinafter called the Commissioner) 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.

Clause 7 – Payment on intermediate certificate to be regarded as advances:- 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 Commissioner 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 Commissioner 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 unskilful 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 Commissioner 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 Commissioner shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub-

Engineer/Assistant Engineer Commissioner 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 Commissioner 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 Commissioner 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.

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 then 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 up to 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 (c) 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:

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_0) / L_0$$

V_L = ——— increase or decrease in the cost of work during the month under consideration due to 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_i = ——— 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_L = ——— 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;

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

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_i = ——— 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;

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

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_i = ——— The all India average wholesale price index for steel (Bar and Roads) 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;

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

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_i = The official retail price of bitumen of IOC depot at nearest centre 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;

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

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 centre 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	Labour – 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~~

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

Order of Precedence Shall Prevail:-

1. Specifications as per NIT.
2. Specifications as per S.O.R.
3. MORTH/IRC specifications for road and bridges, Specifications for rural roads and other I.R.C. Publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately
4. Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S. 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 12A:- 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).

Clause 13 – Variations Additions, Alterations in Specifications and Designs:-The Commissioner 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 Commissioner 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 Commissioner 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 Commissioner to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency.

If the contractor commences non-schedule work or incurs 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 exceed 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 Commissioner shall be conclusive as to such proportion.

Clause 14 – No claim to any payment or compensation for alteration in or restriction of

works:- If at any time after the execution of the contract documents, the Commissioner 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 Commissioner, 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 Commissioner 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 Commissioner, 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 Commissioner, 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.

Clause 15 – Action and compensation payable in case of bad work:- If at any time before the security deposit is refunded to the contractor, it shall appear to the Commissioner or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful 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 Commissioner to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so with in a period to be specified by the Commissioner 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 Commissioner 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 Commissioner 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.

Clause 16- Work to be open for inspection contractor or responsible agent to be present:- 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 Commissioner 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 Commissioner 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.

Clause 17 - Notice to be given before work is covered up:- The contractor shall give not less than five days' notice in writing to the Commissioner 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 Commissioner 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.

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 Commissioner may cause the same to be made good by other workmen and deduct the expense of which certificate of the Commissioner 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 the recoveries outstanding against him are realised. Balance 25% of the amount shall be refunded after 4 months in case of building work and 6 months in case of road work of completion of work, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

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 Commissioner'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 Commissioner 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 Commissioner 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.

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 Commissioner 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 Commissioner 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 Commissioner to the contractor whether under this contract or otherwise. Commissioner 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 Commissioner full security for all cases for which Commissioner might become liable in consequence contesting such claim.

Clause 21 - Labour: - 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.

Clause 23 - Fair Wage: -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 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 contractor's part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Commissioner 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 nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said 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.

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

~~"Note: Such subletting/assignment shall not be made to any other Contractor registered in Class AI to A5 Category in the Public Works Department of Chhattisgarh or in similar Category in other Deptt. of the State or in other organization or Agency (Class with about~~

~~similar financial capacity) by whatever name these are called."~~

~~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 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Commissioner 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 Municipal Corporation Korba and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor. If the contractor gets item / items of work executed on a task rate basis **without** materials, this shall not amount to subletting of the contract.

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

~~24.2~~ The Commissioner shall be empowered to terminate any contract if the contractor sublets the works to some other person on the basis of power of attorney.

~~24.3~~ Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.

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 MUNICIPAL CORPORATION KORBA without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause 26 - Change in the the Constitutional 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 Commissioner for his information, and contractor shall initiate steps for fresh & new registration

which shall be assessed & decided by the competent authority for fresh registration.

Clause 27 - Work to be under direction of Engineer/Commissioner:- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Commissioner of the MUNICIPAL CORPORATION KORBA 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 Commissioner for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Commissioner 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 Commissioner the parties shall promptly proceed without delay to comply such instructions or decisions. If the Commissioner 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 Commissioner, 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 Commissioner 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 Commissioner, capable of measurement, the Commissioner may at his discretion pay the lump sum amount entered in the estimates, and the certificate in writing of the Commissioner shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 30 - Action where no specification:- 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.

Clause 31 - Contractor's Percentage whether Applied to Net or Gross Amounts of Bills:- 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.

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

Clause 33 - Claim for Compensation for Delay In Starting the Work:- 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.

Clause 34- Employment of Scarcity Labour:- 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 Competent Authority whose decision shall be final and binding on the contractor.

Clause 35: - Royalty on Minor Minerals:- The contractor shall pay all quarries, Royalty charges

etc. If the contractor fails to produce the royalty clearance certificate from concerned department, then the Commissioner 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 Commissioner shall be deposited to the concerned department. 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.

Clause 36 – Technical Examination:- The Commissioner shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to has been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Commissioner to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Commissioner 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 Commissioner 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 Competent Authority shall be final.

Clause 37 – Death of Permanent invalidity of Contractor:- 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 Commissioner is satisfied about the competence of the surviving, then the Commissioner shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

Clause 38 - Penalty for Breach of Contract:- On the breach of any term or condition of this contract by the contractor the said the Municipal Corporation Korba 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 Municipal Corporation Korba to recover further sums as damages from any sums due or which may become due to the contractor by.

Appendix 2.10

NAGAR PALIK NIGAM, KORBA

DETAILED NOTICE INVITING TENDER (In FORM A, B, C)

N.I.T. No: **201372**DATE: **12.10.2026****1. Introduction**

- 1.1 Tenders are invited in Form "A" Online from "C" class & Above contractors of new registration system **"Unified Registration System - (e-Registration)"** under Chhattisgarh Government for following work on GoC e-Procurement System for the following work as per unified schedule of rates for issued by Eng. In. Chief PHED, Raipur in force from 01.06.2020, and amendments applicable up to date of issue of NIT and Item Rate and any other applicable SORs as specified in the NIT. The tender documents can be purchased from the website <http://eproc.cgstate.gov.in> directly through online of the cost of tender form on or before date -up to P.M. Cost of tender form: - Rs. (For tenders online)

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 to **5:30 P.M.** on date then only the On-line tenders of those contractors will be received on the Next Tender. Website from -P.M. on date up to **17.30pm**

Contractors have to submit **Earnest Money Deposit, Demand Draft of Processing Fees, Affidavit and Pre Contract Integrity Pact** documents in original in a separate Envelope and the same should reach the concerned office of the **Commissioner, Municipal Corporation, Korba (C.G.) Saket Bhawan ITI Colony Rampur Kosabadi, Korba-495677 Chhattisgarh** before date up to **15.00 P.M.** 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

- (i) Name of the Work: : **Providing, Lowering, Laying, Jointing, Testing and Commissioning of DI K-7 pipe line for 200 mm to 100 mm dia. and shifting of pipe line due to road widening from Dhyanchandra chowk to Bajrang chowk**
 - (ii) Probable amount of contract : ₹ **111.88 Lakh**
 - (iii) Amount of earnest money : ₹ **84,000/- (In shape of FDR/TDR issued by nationalized bank in favor of Commissioner, Municipal Corporation, Korba)**
 - (iv) Time allowed for completion : **2 (Two) Months (Including Rainy season)**
- 1.2 The electrical work shall be executed by civil contractor by engaging the person(s) only who possess proper valid electric license issued by the competent authority of

the state Government. He shall also attach a copy of the license before starting electrical items of work.

- 1.3 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 per Municipal Corporation Act 1956 and update Amendments.
- 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 Clerk of the office of Commissioner / Executive Engineer/Engineer in charge (as the case may be) till the prescribed time for opening of tenders.
On line and /or manual **tenders shall be opened** on date at-A.M./P.M. at the office of the Commissioner/ Executive Engineer / Engineer in charge before the contractors or his authorized representative intending to be present
- 1.9 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Municipal Corporation / Executive Engineer/Engineer in charge. "Received late on

date..... at..... AM./ P.M. hence not entertained and returned”

1.10 NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY

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

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

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

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

1.11 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 each item and grand totals are not written by the tenderers in

- the last column of the schedule of items (Annexure-E under his signature - or
- IV) If erasures without attestation are made by him in the tender - or
- V) If all corrections and conditions and pasted slips are not initialed & dated by the tenderer - or
- VI) If the tenderer or in the case, each partner or any partners so authorized thereof, does not
- VII) 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
- VIII) 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) Water Works: CGPHE USOR 2020 and Amendment 07/2022-23

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

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

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

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

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

2.2.5 : If the work involves more than one S.O.R. even then the contractor shall quote only single rate, applicable to the 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 Item Rate Tenders in form-"B". In respect of item rate tenders, contractor should quoted his rates for the items mentioned in the schedule of item in Annexure-F 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 rates by the department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.

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

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.

**(Amendment issued vide Govt. of Chhattisgarh Public Works Departments, Raipur
Order No. F 21-5/T/19/2012/Tender New Raipur Dated 4.4.2018)**

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

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 agreement quantities and or quantities due to substitutions, non-sor, non-schedule items, and any savings in agreement quantities is up to 10 percent of agreement amount within the scope of work.
- (b) Any variation beyond the limit as per (a) of this clause, shall require prior approval of the government.
- (c) Government shall have full powers either to accept or reject the variation proposal beyond 10 percent of agreed amount.

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:**

3.2.1: The amount of earnest money shall be accepted only in the shape of Bank drafts or in other interest- bearing shapes mentioned in W.D. Manual Para. 2.079 in favour of the Commissioner Municipal Corporation Korba valid for a period of 12 months at least and further subject to appropriate verification by the Commissioner Municipal Corporation Korba/ Executive Engineer/Engineer in charge (as the case may be).

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

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

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

3.5 **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

3.6 **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.

3.7 **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.

3.8 : 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.

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

- (a) Income Tax clearance certificate issued within 12 months from the date of receipt of tender. OR
- (b) His Income Tax return for the preceding 3 years and where law requires shall submit the audited balance sheet of Profit and Loss Account Statements with auditor's report for the preceding 3 years.

3.9.1: 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 06 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:

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

- 3.9. List of works 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 withdraws 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
- 3.10 **Relationship:** The contractor shall not be permitted to tender for works in the Nagar Palik Nigam (responsible for award and Execution of contracts) in which his near relative is posted as Account Officer. He shall intimate the name of his near relative working in the Nagar Palik Nigam; He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by Nagar Palik Nigam. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the Mncipal Corporation Korba
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 Commissioner of Nagar Palik Nigam Korba 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 C.G. vinirdishtta Bhrasta Acharan Nivaran vidheyak , 1982.
- 4.5 Unsealed tenders: The tenders can be rejected if not properly sealed by wax or by sticking tape, in the case of manual tenders
- 4.6 The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distinct part thereof or by distributing the work between one or more tenderers, or reject the tender as a whole without assigning any reason. Such decision shall not be open to challenge in any forum or court of law.
- 4.7 **Validity of offer:** Tender shall remain open up to 120 (one hundred twenty) days from the specified deadlines of receipt of tender(s) and in the event of the tenderer withdrawing his offer before the aforesaid date, for any reason whatsoever, earnest money deposited shall be forfeited.
 - 4.7.1 : In the event of withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the agreement as required by condition NO.8.1.1. of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work. In case of recall of tenders, in addition to forfeiture of his/her earnest money as per provisions of condition nos. 4.7 & 1.1. of the N.I.T. as may be applicable for the work, If the tenderer has committed a similar default on earlier occasion (s) as well then, his/her registration in the department may be suspended temporarily for a period of 2 (Two) years, from such date as may be ordered by the authority who had registered him/her.

5. Specifications -

- 5.1 Brief Specifications: - A brief note on construction and specification of all the major items of the work is enclosed.
- 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 whenever enclosed separately and in accordance with the approved drawings
- 5.4.2 Concrete. All concrete shall be Mixed in concrete mixer and compacted by mechanical vibrators. Slump test shall be carried out during concreting and sample test cubes prepared and tested for strength in accordance with the code. The Department will carry out the testing at the cost of contractor.
- The results of the tests shall conform with the required standard and if the Engineer- in- charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-charge at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of which has given unsatisfactory test results.
- 5.4.3 **Bricks.:** - The contractor should use the bricks manufactured on the metric system, as far as possible.
- 5.4.4 All timber used in the wood work for works must be properly seasoned. In case of important buildings mechanical seasoning should be done in good seasoning plant. In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense
- 5.4.5 Maintenance of roofs. Subject to the provision in the agreements, it will be the responsibility of the contract to see that the roof does not leak, during the period

of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its completion. He will make good and replace all the defective work on this account at his own cost.

5.5 **Specification of Electrical works.**

- 5.5.1** The work will be carried out as per the approved drawing and as directed by the the work will be governed by “General specifications “for the Electrical works in Government building in Chhattisgarh in forces from 1972. All electrical materials must bear “ISI mark.
- 5.5.2** All samples of electrical accessories should be got approved from the Engineer-in charge prior the their us 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 in 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 SOR as such labour rates only as per SOR will be paid for fitting of such items in position as per SOR.
- 5.5.5** The contractor should submit “as build” 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 ½ percent (Half percent) will be made from the contract sum of all electrical items.
- 5.5.6** Specifications for road/bridge/culvert works.
The road / bridge / culvert works shall be carried out according to MORT&H specifications for road & bridge works/ Specifications for Rural roads, its manual / specification in force’ and or special specification or the relevant specifications published by the Indian Road congress.
- 5.7 Contradictions or amendments:** In the event of contradiction between the stipulations of the Schedule of rates (schedule of rate relevant to this NIT) and aforesaid specification (vide Para 5.1 to 5.6 above) the stipulations of the schedule of rates shall gain precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of Commissioner/Chief Engineer shall be final.

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

Name of Materials Rate.	Place of delivery
-------------------------	-------------------

1.

2. -----Nil-----

6.1 **Deleted**

- 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 Commissioner/Chief Municipal Officer and if applied for by the contractor within 15 days of its proposed utilization and as detailed in the latest construction program. Request of such material by the contractor shall be sent wit 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 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.

(Amendment issued vide Govt. of Chhattisgarh Public Works Departments, Raipur Order No. 21-5/T/19/2012/Tender New Raipur Dated 22.06.2018)

~~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 sublettee.~~

~~7.1.2: The sublettee 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 subletted.~~

(Amendment issued vide Engineer-in-Chief Public Works Department, Raipur Memo No. iz-v-@fu-iz- @48098780@17-18@fnukad 22-7-2017)

- 7.2 **Taxes:** The rate quoted by the Contractor shall be deemed to be inclusive of the all levies, duties, royalties, cess, toll, taxes of Central and State Governments, taxes of Local Bodies and Authorities that the Contractor will have to pay for the performance of this Contract and excluding GST (Goods and Services Tax). The Governments will perform such duties in regard to the deduction of such taxes at source as per applicable law.

- 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 Commissioner 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/Engineer in charge. 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/Engineer in Charge at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer/Engineer in Charge is/are unsuitable or undesirable.
- 7.9 **Amount due from contractor:** Any amount due to the Government of Chhattisgarh/ Nagar Nigam 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/Engineer in Charge and at the approved rate to the contractor as a special case.

**(Amendment issued vide Govt. of Chhattisgarh Public Works Departments, Raipur
Order No. F 21-5/T/19/2012/Tender New Raipur Dated 4.4.2018)**

- 7.11 **Right to Increase or decrease work:** The Engineer-in-charge reserves the right to increase or decrease with- in the scope of work any item of the work during the currency of the contract and contractor will be bound to comply with the order. However, this is subject to the powers delegated as per clause 2.6.
- 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 NIT 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/e-payment only. No bank commission charges on realizing such payments will be borne by the Department
- 7.15 **Transport of materials:** The contractor shall make his own arrangements for transport of all materials. The Executive Engineer/Engineer in charge is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion, if the recommendation proves to be in- effective, the contractor shall have no claim for any compensation on that account.
- 7.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.

The contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in-charge before commencement of work, if so desired by the Engineer-in-charge.

All equipment provided shall be of proven efficiency and shall be operated and maintained at all time in a manner acceptable to the Engineer-in-charge.

No equipment or personnel will be removed from site without permission of the Engineer- in- charge.

- 7.17 **Work Programme and methodology of construction:** The contractor shall furnish his programme of construction for execution of the work within the stipulated time and obtain the approval of the Engineer-in-Charge prior to actual commencement of work. For works costing more than **10** crores the contractor shall furnish his programme of construction for execution of the work within the stipulated time including the time and quantity schedule of material, transport, equipment, labour etc. The contractor shall also submit a statement of "Cash Flow" (as per the format enclosed) Together with methodology construction of each item of work and obtain the approval of the Engineer-in-Charge prior to actual commencement of work.
- 7.18 **Revised programme of work in case of slippage:** In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-Charge to the revised programme. Such progress report shall be submitted monthly (by 5th of each month) in the prescribed format in the tender documents.
- 7.19 **Documentation:** The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-Charge who will verify and certify these drawings, finally Constructed drawing(s) shall then be prepared by the contractor and supplied in triplicate along with a microfilm in case of minor and major bridges and on tracing cloth in all other cases to the Engineer-in-Charge for record and reference purpose.
- 7.20 The contractor shall have to provide a ruled duplicate register at site named "Site order book". It shall be in the custody of departmental supervisory staff. The Engineer-in Charge or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.
- 7.21 If any item of work is found to be substandard but the Engineer-in-Charge is of the opinion that the same is structurally adequate and can be accepted at the reduce rate, then in such cases, the Engineer-in-Charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a letter to the Commissioner/Superintending Engineer/ Executive Engineer/ Engineer-in-Charge concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Superintending Engineer/Competent Authority 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 cannot 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 Commissioner/Executive Engineer/ Engineer-in-Charge Officer and will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department. Failure to be so will result in the earnest money being forfeited to the Mnicipal Corporation Korba and tender being cancelled.

(Amendment issued vide Govt. of Chhattisgarh Public Works Departments, Raipur Order No.F 215/T/19/2012/Tender New Raipur Dated 31.7.2020)

Clause 8.1.2

- (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 crores.
 - (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 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 partners is a graduate engineer / diploma engineer to employ another graduate engineer / diploma engineer subject to the conditions provided under 8.1.2 (a), (b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

Note: -

Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's works force and also receive instruction 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.

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.
5. **Latrines** - Pit provided at the rate of 10 users or two families per scat, separate urinals as required as the privy can also be used for this purpose.
6. **Drinking Water** - Adequate arrangement shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supplies are from intermittent sources overhead storage tank shall be provided with capacity of five liters a person per day. Where the supply is to be made from a well, it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other source of population. If possible, hand pump should be installed for drinking water from well. The well should be effectively disinfected once every month and the quality of water should be got tested at the public Health Institution between each work of disinfecting.
7. **Bathing and Washing** - Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. for washing and bathing. Proper drainage for the wastewater should be provided.
8. **Waste Disposal** - (A) Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into this dustbin. The dustbins shall be provided with cover. The contents shall be removed every day and disposed of 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 withstand the provision of any contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if laborers 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 loss 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 made 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 competent 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-"D"

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

(Mention the Items involved with details)

Annexure – “E” (For percent rate tenders)

Schedule of Items.				
S.No.	S.O.R. Item No.	Description of Item	Unit	Qty.
1				
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 F

(Revised from Bank Guarantee Bond)

(GUARATEE BOND)

(In lieu of performance Security Deposit)

(To be used by approved Scheduled bank)

- In consideration of the Nagar Palik Nigam Korba having agreed to exempt.....

..... (Herein after called the contractor (s) from

the demand under the terms and conditions of an agreement dated

..... made betweenfor the work (Name of work)

..... (Here in after

called the said Agreement) of security deposit for the due fulfilment by the said contractor

(s) of the terms and conditions contained in the said agreements on production of a bank Guarantee for Rs Rupees

..... Only we(.)

(hereinafter referred to as " the bank (at the request of the said contractor (s) do here by undertake to pay the Nagar Palik Nigam Korba, an amount not exceeding

Rs..... against any loss or damage caused to or would be caused to or suffered by the Municipal Corporation Korba, by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.
- We (.)do here by undertake to pay

the amount due and payable under this guarantee without any demur merely on demand from the Nagar Palik Nigam Korba stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nagar Palik Nigam Korba

, by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreements or by reasons of the contractor (s) failure to perform the said agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, However our liability under this Guarantee shall be restricted to an amount not exceeding

3. We undertake to pay to the Nagar Palik Nigam Korba any money so demanded notwithstanding 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 enforceable till all the dues of (Zero) the Nagar Palik Nigam Korba under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Commissioner, certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and properly 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 Nagar Palik Nigam Korba that the Nagar Palik Nigam Korba 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 Nagar Palik Nigam Korba, against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations. or extension being granted to the said contractor (s) or for barnacle, act or commission on the part of the Nagar Palik Nigam Korba, or any indulgence by the Nagar Palik Nigam Korba, to the said contractor (s) or by any such matter or thing what so ever which under the law relating to surities 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 Nagar Palik Nigam Korba writing:-\Dated the..... day of for ()

(>) indicate the Name of the Bank

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

- (1) "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 favour 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 favour 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, NayaRaipur.)

- (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 monthwise for
- (a) Materials procurement
 - (b) Their transport arrangement to worksite with details of No. of truck/tippers
 - (c) Detailing of construction plants & equipments
 - (d) Cash flow/revised Cash flow
- (ii) The contractor shall submit in the first week of each month a statement of "target vis-à-vis actual performance" of each item/event with slippage, if any, mentioning reasons of slippage and

proposal for revised construction programme to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4(four) months can be treated as "fundamental Breach of Contract" and can result in invoking clause 3 of the conditions of contract

(4). Performance Guarantee:

- (i) The contractor shall also be responsible for performance of work carried out by him for a period of 36 Months scheduled period 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) Performance 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 deducted as per clause 1 of agreement for the execution of contract.

(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.)

(Amended vide Letter no. 21-5/T/19/2012/Tender Raipur dt. 12.12.2019 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 or Bitumen of these invoices is proposed to be used in agreement No. 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 up to 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, otherwise 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 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 Dated 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
- (18) **(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)**
 "Apart from taking other safety measures the contractor shall observe and ensure the following safety regulations:
 - a. 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.
 - b. 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.
 - c. 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
 - d. 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.
 - 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 approval from the Engineer, oversee the safety arrangement
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)~~

~~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(a) 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 reflective sign as per of sheeting and for 7 years for class B type of sheeting in original for satisfactory field performance OF Retro be jointly attested by Retro Reflective Sheeting Manufacturer IRC 67-2012 Clause 6.78 6.9 which should 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
- (b) 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 convertor/ applied certificate should be submitted by is own name. contractor
 4. Material: Berger, Asian paints auto mark or equivalent brand of manufacturer with valid ISO 9001:2008 & ISO 14001 as engineer-in-charge reputed approved in writing by engineer incharge
 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.

Issued By Deputy Secretary Govt. of Chhattisgarh Public Works Departments, Raipur Memo. NO. 21-5/T/19/2012 Tender. Naya Raipur Dated 15.10.2020)

Annexure-K

CENTRALISED PROCEDURESOFTHE GOVERNMENT OF CHHATTISGARH FOR SUSPENSION, DEMOTION, NON-RENEWAL & DE-REGISTRATION OF CONTRACTORS/FIRMS,2014

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

1. **Nomenclature and Coming Into Force**

1.1 These Procedures shall be called "Centralised Procedures of the Government of Chhattisgarh for Suspension, Demotion, Non-Renewal and De-Registration of Contractors/Firms, 2014".

1.2 These Procedures shall come into force with effect from the date of consequential changes made to previous orders PWD No. F5-8/19/2013/Nivida dated 5.8.2013 on the subject.

2. **Scope of Procedures**

2.1 These Procedures lay down substantive and procedural aspects for demotion, non-renewal and de-registration (including suspension) of registered contractors/firms, including the consequences of such demotion, non-renewal, de-registration and suspension, in relation to contracts covered by these procedures.

2.2 These procedures shall apply to all contracts awarded by state agencies participating in the unified registration system, for e-registration through the website of the state public works department, and the said participating agencies shall include their constituent, attached and subordinate offices, whether referred to as a "Department", "Wing", "Organization", "Board" or similar nomenclature in common usage.

2.3 For the purposes of these procedures, "contracts" shall mean contracts or agreements under the works department manual entered into by the state agencies to which these procedures are applicable (hereinafter referred to as "state agencies")

2.4 These procedures shall not apply to debarment and suspension (or blacklisting, banning etc., by whatever name called) by States Public Sector Enterprises, registered societies, autonomous institutes or similar separate legal entities, even if functioning under the administrative control of the Government of Chhattisgarh.

2.5 These procedures shall be incorporated by specific reference in contracts entered into by relevant agencies with from the date of notification of these procedures. All prior contracts (i.e. cases where the last date of filling a proposal, tender, quotation, bid etc., by whatever name called, predates the date of notification of these Procedures, including contracts entered into before the date of notification of these Procedures), shall however continue to be governed by the specific clauses of contract and instructions issued by the Government of Chhattisgarh in force prior to notification of these Procedures. For cases where the last date of filing a proposal, tender, quotation, bid etc., by whatever name called, has already been scheduled and notified, and is subsequent to the date of notification of these Procedures, an addendum to the Request For Proposal (or Notice Inviting Tender, Request For Quotation, Invitation To Bid etc., by whatever name called) shall be issued by procuring officials, to ensure that acceptance of the terms and conditions prescribed under these Procedures is obtained from all participating bidders.

2.6 "Entities" shall include individuals, as well as companies, trusts, societies or other associations of individuals with whom the state agencies have entered into contracts, or intend to enter into contracts, or could enter into contracts.

3. **Cross-Debarment**

3.1 Any order for demotion, non-renewal, suspension or de-registration issued by the Designated

Authority provided for under these Procedures shall have immediate effect as provided herein on contracts awarded and processed by the state agencies.

- 3.2 Any order for suspension, banning, demotion, blacklisting, de-registration or debarment issued by any authority in the Government of India or other State Governments, or by any other entity not covered under the scope of these Procedures, shall not affect the eligibility of contractors or firms participating in the Unified Registration System, unless the Designated Authority under these Procedures has issued its own order of suspension, non-renewal, demotion or de-registration, pursuant to or consequent or based upon the order issued by such an external agency, after satisfying itself that the order of suspension, non-renewal, demotion or de-registration against such a contractor/firm is appropriate and warranted in order to protect government or public interest in the facts and circumstances of the specific case.

4. Satisfaction of Designated Authority

- 4.1 Proceedings for suspension, demotion or de-registration shall be in the nature of summary administrative decisions by the Designated Authority, aimed at protecting government or public interest.
- 4.2 Accordingly, the Designated Authority shall exercise due diligence normally expected of an administrative authority in terms of his/her subjective satisfaction that such administrative action for issue of an order of suspension, non-renewal, demotion or de-registration against a contractor/firm is appropriate and warranted in order to protect government or public interest in the facts and circumstances of the specific case.

5. Designated Authorities

- 5.1 The authority competent to issue an order of suspension, non-renewal demotion or de-registration, including a notice of proposed demotion or de registration, shall be the authority so specified in the Unified Registration System.
- 5.2 The orders of the Designated Authority shall have effect across contracts awarded and processed by the state agencies.
- 5.3 The Designated Authority shall perform his/her functions independently of any superior officers, Board, Council or Committees in the Government. Normally therefore, there should not be any separate or prior requirement of bringing any case for proposed suspension, non-renewal, demotion or de- registration before any committee. However, if any such case is brought before any Boards, Council or Committee by any state agency, the Designated Authority shall recuse himself/herself from the deliberations or decisions of such Board etc. in order to maintain his/her independence in decision-making.
- 5.4 The Designated Authority shall be free and be empowered to consult any appropriate Department that he/she may deem appropriate (such as legal or finance divisions or Departments) before arriving at a decision for suspension, non-renewal, demotion or de-registration. However, the advice, recommendation or comments of any such Department shall neither be binding upon the Designated Authority and nor shall it form the sole basis of the decision of the Designated Authority.
- 5.5 To the extent practicable, the Designated Authority shall decide upon a case within thirty days of the proposal being submitted to it for de-registration, non-renewal, suspension or demotion, provided he/she has received all documents that he/she deems relevant.

6. Appeals

- 6.1 Appeals against orders of suspension and final orders for demotion, non-renewal or de-registration issued by the Designated Authority shall lie only with the Appellate Authority specified in the Unified Registration System. The Appellate Authority shall discharge his/her functions independently of any superior officers, Boards, Councils or Committees in the Government. No appeals shall lie against a notice of proposed demotion, non-renewal or de-registration.

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

7. Grounds for Demotion, Non-Renewal and De-Registration

- 7.1 The Designated Authority may de-register a contractor/firm (referred hereinbelow as "entity") for any sufficient reason, including any one or more of, but not limited to, the grounds listed below;
- (1) Conviction for, or the commencement of an investigation under the Criminal Procedure Code, 1973 or the filing of a chargesheet by an investigative agency in a criminal court of competent jurisdiction, or a civil judgment in respect of commission or alleged commission of fraud or an offence under any law in force in India or elsewhere, either directly or indirectly, by an entity, its proprietor, employee, partner, agent or representative in connection with (a) obtaining, or (b) attempting to obtain, or (c) performing a government contract or agreement Provided that in case of commencement of criminal investigation this clause shall constitute a valid ground for de-registration only if the said fraud or offence is in relation to a contract or agreement entered into with the Government of Chhattisgarh or an entity directly or indirectly under its administrative control,
- (ii) If national security considerations, including question of loyalty to the State, so warrant,
- (iii) If the entity contemptuously refuses to return Government dues without showing adequate cause, and the Designated Authority is satisfied that this is not due to a reasonable dispute which would attract proceedings in arbitration or a court of law;
- (iv) If the entity employs a government official, dismissed or removed on account of corruption, or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he/she could corrupt public officials;
- (v) If the Designated Authority is satisfied that the entity has submitted fake or forged document(s);
- (vi) If the entity fails to take all measures necessary to prevent corrupt practices, unfair means and illegal activities at any stage of a contract, and
- (vii) Instigating or causing any third person to commit any of the above.

- 7.2 The Designated Authority may demote a contractor/firm for any sufficient reason, including any one or more of, but not limited to, the grounds listed below
- (i) Non-performance or under-performance under the terms of a covered procurement action that the Designated Authority considers serious enough to justify debarment or suspension:
 - (ii) Without prejudice to the generality of clause (i), any grounds including any one or more of, but not limited to, the following causes:
 - (a) Willful supply of sub-standard material;
 - (b) Willful delays or poor performance,
 - (c) Cartel formation;
 - (d) Violation of labor laws;
 - (e) Violation of any other statutory requirement;
 - (f) Obtaining official government information or documentation by questionable means;
 - (g) Submission of false documents;
 - (h) Established litigant nature;
 - (i) Willful misuse or damage to public property;
 - (j) Failure to disclose names of agents, whether Indian or foreign, and their foreign principals or associates;
 - (k) Failure to fulfil any requirement that may be laid down from time to time under the Unified Registration System, as published in the website for the system, for disclosure of any payments made to any broker, agent, representative or any other intermediary in relation to any contract to which these Procedures apply;
 - (l) Engagement of any individual or entity to intercede, facilitates, or recommends the award of a contract, excluding legal representatives employed directly by the entity;
 - (m) Collusion to impair transparency, fairness or progress of the contracting process;
 - (n) Complaining without full and verifiable facts; or
 - (o) Instigating or causing any third person to commit any of the above.
- 7.3 A Designated Authority may not renew the registration of a contractor/firm for any sufficient reason, including any one or more of, but not limited to, the grounds listed below:
- (i) Failure to meet any volume of work criterion specified from time to time under the Unified Registration System as published on the website for the system, for the particular class of registration for the last three financial years ending with the financial year immediately prior to the date of submission of proposal for non-renewal to the Designated Authority; and
 - (ii) Any of the grounds specified in paragraphs 7.1 or 7.2 above.
- 8. Grounds for Suspension**
- 8.1 Suspension of an entity can be ordered by the Designated Authority, where it determines that continuation of dealings is not considered desirable in government or public interest, pending completion of proceedings into allegations or facts related to any of the grounds enumerated in paragraphs 7.1 and 7.2 above, and where it is considered necessary to forthwith order such discontinuation without prior notice of suspension to the entity.
- 8.2 In all such cases of suspension it shall be incumbent upon the Designated Authority to put the suspended entity on notice and to grant an early opportunity of post-decisional hearing.
- 9. Effect of Suspension, Non-Renewal, De-Registration and Demotion**
- 9.1 A final order of de-registration or non-renewal in respect of a contractor/firm shall result in immediate ineligibility of the contractor/firm and its affiliates for all classes of contracts (or for classes of contracts higher than the resultant demoted class in cases of demotion) from participating in future bids or contracts or agreements for a minimum period of two years and a maximum period of ten years with effect from the date of demotion or non-renewal or de-registration, including ineligibility from evaluation in ongoing cases where a contract or

- agreement is yet to be finally signed. Such ineligibility shall be without compensation from or liability to the state agency. Similarly, a de-registered or non-renewed contractor/firm and its affiliates shall be ineligible for award of a contract, including receipt of an order under a Rate Contract, and for entering into any contract covered by these Procedures, in cases where an order for de-registration or non-renewal has come into effect before the signing of such contract
- 9.2 Where the de-registered, non-renewed, demoted or suspended contractor/firm has already emerged as the most preferred bidder using price and/or technical criteria as specified in the Request For Proposal (or Notice Inviting Tender or Invitation To Bid or Request For Quotation by whatever name called), the procurement process shall be continued treating the de-registered, suspended, demoted or non-renewed contractor/firm as ineligible, notwithstanding any appeal, unless the Appellate Authority has pended the procurement process.
- 9.3 A de-registered or non-renewed contractor/firm shall not be eligible to receive a Request For Proposal (or Notice Inviting Tender or Invitation To Bid or Request For Quotation etc., by whatever name called) from the state agencies in cases of limited and/or restricted tendering where such issue is provided for under tender procedures.
- 9.4 In any case where the entity is suspended, de-registered, non-renewed or demoted subsequent to such issue, it shall not be considered eligible for the purposes of any technical, field or commercial evaluation or for award or signing of contract undertaken in pursuance to the Request For Proposal (or Notice Inviting Tender or Request For Quotation or Invitation To Bid etc., by whatever name called).
- 9.5 Mere initiation of a criminal or other investigation or inquiry by any authority in the Government of India or other State Governments, or by any other entity not covered under the scope of these Procedures, or the mere filing of a charge sheet or any other formal proceedings against an entity by an enforcement agency exercising powers of a court, shall not render an contractor/firm ineligible, unless the Designated Authority under these Procedures has issued its own order of suspension, non-renewal, demotion or de-registration, pursuant to or consequent or based upon the order issued by such an external agency, after satisfying itself that the order of suspension, non-renewal, demotion or de-registration against such a contractor/firm is appropriate and warranted in order to protect government or public interest in the facts and circumstances of the specific case. Similarly, a notice of proposed demotion or de-registration shall not render a contractor/firm ineligible, unless a final order for demotion, non-renewal or de-registration has been issued by the Designated Authority under these, Procedures prior to conclusion of the contract
- 9.6 The above consequences on ineligibility of a contractor/firm shall be in addition to any criminal liability that may arise out of any laws in force in India, and also in addition to any other pecuniary consequences and civil liabilities including penalties, costs or liabilities as may be imposed by procuring officials, as well as forfeiture of earnest money deposits, encashment of ~~bank guarantees~~ and performance bonds, risk and cost purchase, recovery of certain sums from the erring entity, and liability for compensation for losses or damages as may be provided for under contract or agreement, as may be provided for in the relevant Notice Inviting Tender, Request for Proposal, Request for Quotation, invitation to Bid and any such documents.
- 9.7 Notwithstanding anything contained in the contract, procuring officers shall not renew, expand or extend current contracts with suspended, non-renewed, demoted or de-registered contractors/firms, or otherwise extend their duration or modify them to the advantage of a contractor/firm, unless prior approval of the authority one level above the authority competent to approve the same under the contract is taken for such renewal, modification or extension: Provided further that in respect of de-registered contractors/firms, the level of prior approval shall be the state Government;
- 9.8 Termination of contracts, if considered appropriate by procuring officials, shall follow procedures as provided for under the contract and other relevant instructions of the Government.

- 10. Notice of Proposal for Demotion or De-Registration (and Order of Suspension or non-Renewal)**
- 10.1 Demotion or de-registration shall be initiated by the Designated Authority upon receipt of information or proposals by putting a contractor/firm on notice:
- (i) That demotion or de-registration is being contemplated;
 - (ii) Of the reasons for proposed demotion or de-registration relied upon under paragraph 7 of these Procedures for the proposed demotion or de-registration,
 - (iii) Stating the period of demotion or de-registration and the proposed start and end dates for the period of demotion and de -registration;
 - (iv) That, within fifteen days of receipt of the notice, the contractor/firm may submit in writing, either in person or through a representative, information and arguments in connection contesting the proposed demotion/de-registration.
- 10.2 An order for suspension or non-renewal by the Designated Authority shall afford an opportunity for a post-decisional hearing the suspended contractor /firm, including therein:
- (i) The fact that suspension has been ordered forthwith,
 - (ii) Of the reasons for suspension or non-renewal relied upon under paragraph 7 read with paragraph 8 of these Procedures;
 - (iii) Stating the period of suspension or non-renewal with proposed effective end dates,
 - (iv) Advising that suspension or non-renewal is effective only in respect of state agencies;
 - (v) That, within fifteen days of receipt of the notice, the entity may submit in writing, either in person or through a representative, information and arguments in connection contesting the suspension or non-renewal.
- 11. Final Orders for Demotion/ De-Registration**
- 11.1 If the Designated Authority decides to issue a final order of demotion or de registration, whether after the issue of an initial order of suspension or non- renewal or otherwise after issue of notice of proposed demotion or de registration, the contractor/firm concerned shall expeditiously be given notice of such final order.
- (i) Referring to the notice(s) of the order of suspension or non-renewal, if any, and notice of proposed demotion or de-registration,
 - (ii) Specifying the reasons for demotion or de-registration; and
 - (ii) Stating the period of demotion or de-registration, including effective start and end dates.
- 11.2 If pursuant to the notice of demotion or de-registration. final orders of demotion or de-registration are not imposed, the Designated Authority shall promptly notify the contractor/firm by speed post or by registered post (acknowledgement due), in addition to the manner of publication specified under these Procedures.
- 11.3 Upon completion of the period of de-registration or demotion, a de-registered contractor/firm that has been de-registered or demoted as well as a contractor/firm whose registration has not been renewed under these Procedures shall need to make a fresh application of enlistment or empanelment as a registered contractor/firm under applicable rules and procedure for registration of contractors/firms.
- 12. Period of Demotion, De-Registration, Suspension and Non-Renewal**
- 12.1 Demotion and de-registration shall be for a period commensurate with the seriousness of the reason(s), but not less than two years and not more than ten years in any case, including subsequent extensions of demotion or de registration orders, if any:
Provided that in case the period of demotion for an entity is less than the remaining period of registration, the order of demotion shall have the effect of restricting the renewal of registration or re-registration upon completion of registration to the demoted class for the balance period of demotion;
- 12.2. The period of suspension shall not exceed one year from the date of issue of the orders for suspension.
- 12.3 if suspension precedes a demotion or de-registration, the suspension period shall be included in

- determining the total demotion or de-registration period.
- 12.4 The Designated Authority may extend the demotion, non-renewal or de registration for an additional period, within the cumulative maximum permissible period of ten years, if it determines that an extension is necessary to protect government or public interest. However, demotion, non-renewal or de- registration may not be extended solely on the basis of the facts and circumstances upon which the initial orders were issued. If demotion, non- renewal or de- registration for an additional period is considered necessary, the procedure prescribed under paragraph 10 of these Procedures shall be followed for such extension.
- 12.5 The Appellate Authority may reduce de period of demotion, at affected devotion non-renewal contractor/firm's request supported by documentation, if it is satisfied upon examination of all facts and circumstances of the case, including all of the following:
- (i) That such reduction shall be in government or public interest;
 - (ii) That such reduction shall be appropriate for reasons such as newly discovered material evidence, and/or reversal of the facts, circumstances enquiry, investigation, conviction or Judgment, if any, upon which the original debarment or suspension was hand, and
- (ii) That the contractor/firm, subsequent to demotion, non-renewal de registration se suspension, has put in place sufficient remedial measures. including compliance mechanism, effective standards of conduct and other internal content systems that of the case.
- 12.6 Except in cases falling under paragraph 12.5(ii) above, reconsideration request shall not be entertained prior to two years from date of demotion, suspension, non-renewal or de-registration.
- 13. Affiliates and Anti-circumvention**
- 13.1 Demotion, non-renewal, de-registration and suspension shall always by implication, extend to "affiliates" of a demoted or non-renewal or de-registration or suspended contractor/firm.
- 13.2 The demoted, non-renewed, de-registered or suspended contractor/firm and another entity to which such as order can extend shall be presumed to be affiliates for the purpose of these Procedures
- (i) iff either one controls, or has the power to control the other, or
 - (ii) A third party controls or has the power to control both.
- 13.3 Indices of control include, but are not limited to, interlocking management or ownership, identity of interests amongst employee, owners or members or shared facilities.
- 13.4 Particular care needs to be taken by procuring officers to ensure that a demoted or non-renewed or de-registered or suspended contractor/firm does not transact contracts or agreement under different name or division, either through a transfer of assets of demoted or non-renewed or de-registered or suspended contractor/firm to another legal entity or otherwise.
- 14. Consolidated List of Demoted, Non-renewed, De-Registered and Suspended Contractors/Firms**
- 14.1 A nodal officer specifically notified by the Government shall ensure that an updated list of demoted, non-renewed, de-registered and suspended entities, as informed by the Designated Authority, is always maintained on the official website of the Unified Registration System.
- 14.2 In particular, such nodal officer shall be responsible for:
- (i) Compiling and maintaining a current, consolidated and searchable list of all demoted, non-renewed, de-registered or suspended entities (including their known affiliates), complete in all respects such as scope, period and coverage of orders of demotion, de-registration, non-renewal or suspension; and
 - (ii) Providing within such list the name and telephone number of Designated Authorities and Appellate Authority, and
 - (iii) Providing within such list the official contact person responsible for its maintenance and distribution
- 15. Responsibilities of Procuring Officials**
- 15.1 Procuring officials of the state agencies of the Government shall ensure full compliance with the provisions of these Procedures, and shall be responsible, in particular, for the following:

- (i) That appropriate procedures are established to implement the substantive and procedural aspects of these Procedures:
- (ii) That their actions are coordinated with internal and external agencies and offices so as to enable receipt of prompt information relevant to potential breaches of entities' obligations that may require cases to be placed before Designated authorities for their consideration for suspension, non- renewal, demotion or de-registration; and
- (iii) That ineligibility of demoted, non-renewed, de-registered or suspended entities is given effect to forthwith in accordance with the terms of the orders for demotion, non-renewal, de-registration or suspension, especially through a careful watch on the consolidated list as provided for under Rule 14 above.

16. Clarifications and Amendments

16.1 All clarifications and amendments to these Procedures shall be issued under the authority of the General Administration Department.

ANNEXURE:J**Affidavit (Non Judicial stamp in 100 Rs.)****PRE- CONTRACT INTEGRITY PACT****1. General**

- 1.1 This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the m o n t h 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/s represented by Shri Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors a 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 an illegal activity 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government.

- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to
- or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for 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.

- (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.
- (xii) 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**

Commissioner
Municipal Corporation Korba (CG)

Contractor

Witness

Witness

1.

1.

2.

2.

3.

3.

TECHNICAL SPECIFICATION SALIENT FEATURES AND SCOPE OF THE PROPOSED PROJECT

Sr. No	Particulars
E-I	Distribution Network 200 mm dia and 100 mm dia. Pipe line

❖ Distribution Network

Distribution network of 2.29 km (approx) length, 200 mm and 100 diameters **(DI K7)** from Dhyanchandra chowk to Near fly ash dam Bajrang chowk is proposed.

Diameter (mm)	Length (m)
200 mm Dia. DI K-7	1000
150 mm Dia. DI K-7	1700
100 mm Dia. DI K-7	200

KMC may ask contractor to carry out the work, part of work or additional work anywhere in Project Area under the provisions in schedule for which payment is proposed on measure and paid basis

1.0 SCOPE OF WORK :

The scope of work shall be as below :

- 1.1 The work of providing, laying DI pipeline in Clear Water Gravity Main from Ayodhyapuri main road turning to Ayodhyapuri OHT; including excavation cutting concrete road, tar road and restoring to the original shape after lowering the pipes **including protecting public services and making good if damaged**, including valves, pressure relief valves, DI and MS specials, fixing of all the appurtenances such as Manholes, all the road crossings, if any, hydraulic testing of pipe line to rated capacities and trial run including all cost etc complete

The materials shall be of ISI mark socket and spigot centrifugally cast (spun) Ductile Iron Pressure pipes class K-7 with inside cement mortar lining conforming to IS:8329-2000 with suitable rubber gasket (Push on) joints as per IS:5382-1985 duly inspected by DGS & D/SGS/RITES with all ductile iron fittings and ISI marked sluice valve conforming to IS 9523-2000 including testing and commissioning.

- 1.2 Excavation in trenches in all types of strata for laying & jointing of above pipe line with required depth and width as per specification.
- 1.3 Providing and fixing D.I. D.F. sluice valve including testing & jointing with cost of nut, bolts, rubber insertion duly inspected by DGS&D/SGS/RITES (Make - Kirloskar/IVC/Vag/Durga/Upadhaya & Comparable)
- 1.3.1 Providing and fixing following Ductile iron double flange ISI mark sluice valve fitted with DI cap including jointing and testing with cost of jointing materials (Make - Kirloskar/IVC/Vag/Durga/Upadhaya & Comparable) duly inspected by DGS&D/SGS/RITES.
- 1.3.2 Providing, laying & jointing D.I./ MJ fittings conforming to IS 9523:2000 duly inspected by DGS&D/SGS/RITES
- 1.4 Providing & fixing following kinetic Air valve duly inspected.
(Make - Kirloskar/IVC/Vag/Durga/Upadhaya & Comparable)
- 1.5 Construction of RCC valve chambers in all the places where sluice valve, Air valve and non-return valve are provided, Anchor Blocks, Pedestal etc. as required as per specification. The internal dimension of R.C.C. chamber shall have clear space of 500 mm all around in valve. This clearness can be modified only after with instruction issued by the Engineer in charge looking to the site conditions.
- 1.6 Back filling of trench as per IS:12288-1987.
- 1.7 Providing and making all interconnections as required to charge the laid pipe lines under scope of work.
- 1.8 In case, the shifting of any existing, water pipe line line is considered necessary by the Deptt./Municipal Corporation, such service lines will have to be shifted by the contractor for which the payment shall be made for the actual work done as per approved rate of this contract.
- 1.9 The firms/contractors are directed to submit the details plan and elevation of all the pipelines showing the dimensions of all components and other details.
The contractor shall set up an office with an access to KMC official with proper seating arrangements. All the valves and electromechanical fittings shall be SCADA & PLC compatible.

2.0 D.I. PIPES

- 2.1 **MANUFACTURE :-**
The pipes shall be ISI Mark and confirming to IS:8329:2000. The pipes should be duly inspected by D.G.S. & D./SGS/RITES before supply.
- 2.2 **HYDROSTATIC TEST**
Pipes shall be tested hydrostatically at a pressure as prescribed in CPHEEO Manual. To
- 2.2.1 perform the test, pressure shall be applied internally and shall be steadily maintained for

a period of minimum 15 seconds during which pipes may be struck moderately with a 700 grams hammer. The pipes shall withstand the pressure test and shall not show any sign of leakage, seating or other defects of any kind.

2.3 TOLERANCES :

2.3.1 The tolerance shall be permissible as per IS:8329-2000.

2.4 COATING :

2.4.1 All the D.I. pipes should be internally in lined with cement mortar and externally out coated with metallic zinc coating having finishing layer as indicated in Annexure A, as per IS 8329-2000.

2.5 MARKING :

2.5.1 Each pipe shall have cast, stamped or indelibly painted on it the following appropriate marks :

- a) Indication of the source of manufacture.
- b) The nominal diameter.
- c) Class reference
- d) Mass of Pipe, and
- e) The last two digits of the year of manufacture.

Marking may be done :

- a) On the socket faces of pipe centrifugally cast in metal mould, and
- b) On the outside of the socket or on the barrel of pipe centrifugally cast in sand mould.

2.5.2 Any other marks required by the purchaser may be painted on.

3.0 DUCTILE IRON FITTINGS :

3.1 The Ductile Iron fittings shall be ISI mark conforming to IS 9523-2000.

3.2 COATING :

3.2.1 Fittings and accessories shall be normally delivered internally and externally coated.

3.2.2 The external coatings shall be applied with zinc rich paint with finishing layer as included in Annexure "A" of IS 9523:2000.

3.2.3 The internal Linings shall be applied with Portland cement mortar (with or without additions) as included in Annexure "B" of IS 9523:2000.

3.3 MARKING :

3.3.1 Each fittings shall have as cast, stamped or indelibly painted on it, the following appropriate marks :

- a) Indication of the source of manufacture,
- B) The nominal diameter,
- c) The last two digits of the year of manufacture,

- d) PN rating flanges when applicable, and
- e) Any other mark required by the purchaser.

3.3.2 Marking may be done on the barrel of castings or on the outside of the sockets.

3.4 **BIS CERTIFICATION MARKING**

The fittings may Also, be marked with the Standard Mark

4.0 **LAYING AND JOINTING :**

4.1 **SITE PREPARATION :**

- 4.1.1 Preliminary work required to be done before laying of pipe lines includes pegging out, clearing and disposal of all shrubs, grasses, large and small bushes, trees, hedges, fences, gates, portions of old masonry, boulders, and debris from the route.
- 4.1.2 Where trees have been felled, the resulting timber shall be stacked properly and disposed of as directed by the authority. Tree roots within a distance of about 0.5 metre from either side of the pipeline should be completely removed before laying pipe lines.
- 4.1.3 All other serviceable materials, such as wood, bricks and stones, recovered during the operation and clearing the site, shall be separately stacked and disposed of as directed by the authority.

4.2 **FORMATION :**

- 4.2.1 **GENERAL :** Before pipe line is laid, proper formation be prepared for pipe line
- 4.3 Excavation and Preparation of Trenches for Laying Underground Pipe Lines.
 - 4.3.1 The width of the trench at bottom between the faces of sheeting shall be such as to provide not less than 300 mm clearance on either side of the pipe except where rock excavation is involved. Trenches shall be of such extra width, when required, as will permit the convenient placing of timber supports, strutting and planking, and handling of specials.
 - 4.3.2 Special consideration should be given to the depth of the trench. In agricultural land, the depth should be sufficient to provide a cover of not less than 900 mm so that the pipe line will not interfere with the cultivation of the land. In rocky ground, rough grazing or swamps, the cover may be reduced provided the water in the pipe line is not likely to freeze due to frost.
 - 4.3.3 It may be necessary to increase the depth of pipe line to avoid land drains or in the vicinity of roads, railways or other crossings.
 - 4.3.4 Care should be taken to avoid the spoil bank causing an accumulation of rain water.
 - 4.3.5 Where pipes are to be bedded directly on the bottom of the trench, it should be trimmed and levelled to permit even bedding of the pipe line and should be free from all extraneous matter which may damage the pipe or the pipe coating. Additional excavation should be made at the joints of the pipe so that the water main is supported

along its entire length.

- 4.3.6 Where excavation is through rocks or boulders or at locations of B.C. soils the pipe line should be bedded on concrete bedding or on at least 150 mm of fine grained material, or other proper means are used to protect the pipe and its coating. Material harmful to the pipe line should not be used.
- 4.3.7 Temporary under pinning, supports and other protective measures for building structures or apparatus in or adjacent to the trench should be of proper design and sound construction.
- 4.4 **ROCK EXCAVATION** - The term “rock” wherever used in this standard, shall have the same meaning as given in terminology in IS:1200 (Part 1)- 1974.
- 4.4.1 **Blasting** - Blasting for excavation shall be permitted only after securing the approval of the authority and only when proper precautions are taken for the protection of persons and property. The hours of blasting shall be fixed by the authority. The procedure of blasting shall conform to the requirements of the authority.
- 4.5 **STACKING EXCAVATED MATERIAL** - All excavated material shall be stacked in such a manner that it will not endanger the work or workmen and it will avoid obstructing footpaths, roads and driveways. Hydrants under pressure, surface boxes, fire or other utility controls shall be left unobstructed and accessible during the construction work. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water-courses shall not be obstructed.
- 4.6 **BARRICADES, GUARDS AND SAFETY PROVISIONS** - To protect persons from injury and to avoid damage to property, adequate barricades, construction signs, torches, red lanterns and guards, as required, shall be placed and maintained during the progress of the construction work and until it is safe for traffic to use the roadways. All materials, piles equipment and pipes which may serve as obstruction to traffic shall be enclosed by fences or barricades and shall be protected by illuminating proper lights when the visibility is poor. The rules and regulations of the local authorities regarding safety provisions shall be observed.
- 4.7 **MAINTENANCE OF TRAFFIC AND CLOSING OF STREETS** - The work shall be carried including closing of road/street in such a manner which will cause the least interruption to traffic. Where it is necessary for traffic to cross the open trenches, suitable bridges shall be provided.
- 4.7.1 Suitable signs indicating that a street is closed shall be placed and necessary detour signs for the proper maintenance of traffic shall be provided.
- 4.8 **PROTECTION OF PROPERTY AND STRUCTURES**- Trees, shrubbery, fences, poles, and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the authority. When it is necessary to cut roots and tree branches, cutting shall be done under the supervision and direction of the authority.

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the work, shall be provided under the direction of the authority. The structures, which may have been disturbed, shall be restored after completion of the work.

- 4.9 **PROTECTION OF THE EXISTING SERVICE** - As far as possible, the pipe line shall be laid below existing services, like water and gas pipes, cables, cable ducts and drains but not below sewers which are usually laid at greater depth. Where it is unavoidable, pipe line should be suitably protected. A minimum clearance of 150 mm shall be provided between the pipe line and such other services. Where thrust or auger boring is used for laying pipe line across roads, railways or other existing utilities, large clearance as required by the existing utilities, as required shall be provided. Adequate arrangements shall be made to protect and support the existing services during the laying operations. The pipe line shall be so laid as not to obstruct access to other services for inspection, repair and replacement. When such utilities are met with during excavation, the authority concerned shall be intimated and arrangements should be made to support and protect the utilities in consultation with them and in case of such damaged services will be repaired at the cost of contractor himself.
- 4.10 **BACK-FILLING** - For the purpose of back-filling, the depth of the trench shall be considered as divided in to the following three zones from the bottom of the trench to its top :
- a) Zone A : From the bottom of the trench to the level of the centre line of the pipe.
 - b) Zone B : From the level of the centre line of the pipe to a level 300 mm above the top of the pipe, and
 - c) Zone C : From a level 300 mm above the top of the pipe to the top of the trench.
- 4.10.1 Back-filling in Zone A shall be done by hand with sand, fine gravel or other approved material placed in layers of 80 mm and compacted by tamping. The back-filling material shall be deposited in the trench for its full width of each side of the pipe, fitting and appurtenances simultaneously.
- 4.10.2 Back-filling in Zone B shall be done by hand or approved mechanical methods in layers of 150 mm special care being taken to avoid injuring or moving the pipe. The type of back-fill material to be used and the method of placing and consolidating shall be prescribed by the authority to suit individual locations.
- 4.10.3 Back-filling in Zone C shall be done by hand or approved mechanical methods. The types of back-fill material and method of filling shall be as prescribed by the authority.
- 4.10.4 Back-fill under permanent Pavement - Where the excavation is made through permanent pavements, curbs, paved footpaths, or where such structures are undercut by the excavation, the entire back-fill to the sub grade of the structures shall be made with sand in accordance with
- 5.10.4.1 Paved footpaths and pavements consisting of stone, gravel, slag or cinders shall not be considered as being of a permanent construction. Method of placing and

consolidating the back-fill material shall be prescribed by the authority.

5.0 **LAYING OF PIPES :**

- 5.1 **LAYING UNDERGROUND-** Pipes should be lowered in to the trench with tackle suitable for the weight of pipes. For smaller sizes, up to 250 mm nominal bore, the pipe may be lowered by the use of ropes but for heavier pipes, either a well-designed set of shear legs or mobile crane should be used. When lifting gear is used, the positioning of the sling to ensure a proper balance, should be checked when the pipe is just clear of the ground. If sheathed pipes are being laid, suitable wide slings or scissors dogs should be used.

All construction debris should be cleared from the inside of the pipe either before or just after a joint is made. This is done by passing a pull-through in the pipe, or by hand, depending on the size of the pipe. When laying is not in progress, a temporary end closure should be securely fitted to the open end of the pipe line. This may make the pipe buoyant in the event of the trench becoming flooded, in which case the pipes should be held down either by partial re-filling of the trench or by temporary strutting. All persons should vacate any section of trench in to which the pipe is being lowered.

5.2 **PIPE LINE ANCHORAGE -**

This shall be provided as per relevant BIS 5330:1984 with up to date amendments.

6.0 **TRANSPORTATION, HANDLING AND INSPECTION :**

- 6.1 **GENERAL** – Ductile iron pipes are less susceptible to cracking or breaking on impact but the precautions set out should be taken to prevent damage to the protective coating and brushing or damage of the jointing surfaces.
- 6.2 **TRANSPORTATION** - Pipes should be loaded in such a way that they are secured and that no movement should take place on the vehicle during transit.
- 6.3 **OFF-LOADING** - Cranes should be preferred for off-loading. However, for pipe up to 400 mm nominal bore, skid timbers and ropes may be used.

7.0 **HYDRAULIC TESTING :**

- 7.1 After a new pipe line is laid and jointed, testing shall be done for:
mechanical soundness and leak tightness of pipes and fittings;
leak tightness of joints; and
soundness of any construction work, in particulars that of the anchorages
- 7.2 The completed pipe line shall be tested for a pressure given in IS 8329:2000, Annexure "E" .3% amount of complete work shall be withheld till the successful hydraulic testing of the pipeline

8.0 **FLUSHING AND DISINFECTION OF MAINS BEFORE COMMISSIONING :**

- 8.1 The pumping main & distribution mains shall be disinfected before commissioning as per provisions given in CPHEEO manual and IS 5822:1970.

9.0 **REMOVAL, RESTORATION AND MAINTENANCE OF PAVED FOOTPATHS**

ETC. AFTER LAYING OF PIPE :

- 9.1 **ALLOWABLE REMOVAL OF PAVEMENT** - Pavement and road surfaces may be removed as a part of the trench excavation, and the amount removed shall depend upon the width of trench specified for the installation of the pipe and the width and length of pavement area required to be removed for the installation of gate valves, specials, manholes or other structures. The width of pavement removed along the normal trench for the installation of the pipe shall not exceed the width of the trench specified by more than 150 mm on each side of trench. The width and the lengths of the area of pavement removed from the installation of gate valves, specials, manholes or other structures should not exceed the maximum linear dimensions of such structures by more than 150 mm on each side. Wherever, in the opinion of the authority, existing conditions make it necessary or advisable to remove additional pavement, it shall be removed as directed by the authority.
- 9.2 **RESTORATION OF DAMAGED SURFACE AND PROPERTY** - Where any pavement, shrubbery, fences poles or other property and surface structures have been damaged, removed or disturbed during the course of work, such property and surface structures shall be replaced or repaired after completion of work. The permanent pavement shall not be restored to a condition equal to that before the work began but the top surface of the removed pavement shall be levelled and finished in such a manner as the traffic may pass smoothly. After proper compaction and settlement only, it shall be made to original as per the type of road top is existing
- 9.3 **CLEANING-UP** : All surplus materials, and all tools and temporary structures shall be removed from the site as directed by the authority. All dirt, rubbish and excess earth from the excavation shall be hauled to a dump and the construction site left clean to the satisfaction of the authority.
- 10.0 **APPURTENANCES** :
- The following appurtenances shall be suitable designed and fixed on the suitable points on the conveyance main.
- 10.1 **SLUICE VALVES** :
- The sluice valve shall be installed as per direction of engineer - in- charge. The sluice valve shall be class PN 1.6 up to 600 mm Dia & class PN 1.0 above 600 mm Dia conforming to IS 3896:1985 (Part II) duly inspected by DGS & D/SGS/RITES & shall be of IVC/Kirloskar/VAG/DURGA/UPADHAYA & Comparable make.
- 10.2 **KINETIC AIR VALVES** :
- Single chamber DI tamper proof Kinetic Air Valves shall be fixed coupled with isolating sluice valve and at the suitable points based on detailed design. The Air valves shall conform to IS 14845-2000. The valves shall be IVC/Kirloskar/VAG/DURGA/UPADHAYA & Comparable make duly inspected by DGS & D/SGS/RITES.

10.3 **BRANCH CONNECTIONS :**

“T” outlet with manually operated sluice valves shall be provided in the distribution pressure Main for Branch connections.

- 10.4 The appurtenances shall be located in such a way that these are clearly and easily accessible for operation and maintenance.

11.0 **CONSTRUCTION OF CHAMBERS FOR APPURTENANCES :**

11.1 **CHAMBER FOR APPURTENANCES :**

The suitable RCC chambers shall be constructed around the appurtenances and valves fixed on the line, the minimum working space shall be 500mm on all sides. The chamber shall have Pre cast RCC cover conforming to IS:456-2000 suitable for heavy traffic loads.

11.2 **CIVIL WORKS :**

All the allied civil works necessary for laying and jointing of pipeline shall be a part of this contract; therefore, the contractor shall design and carry out the necessary civil works such as thrust blocks, anchor blocks, chambers for appurtenances and necessary earth work. All the civil works shall be designed and carried out as per the relevant Indian Standard Code of practice. All the materials used on civil work should be of a quality approved by Executive Engineer. Rejected material shall be removed from the site immediately at the cost of contractor.

12.0 **TESTING, COMMISSIONING OF PIPE LINE, TRIAL RUN AND DEFECT LIABILITY PERIOD :-**

After completing the job of laying and jointing of pipe line the contractor will do testing, commissioning and operation & maintenance for a period of one year including training of personnel. The repairing of bursting and leakage of pipeline during this period shall be done by the contractor at his cost including cost of all materials. The water for testing and commissioning of pipe line will be made available by the Deptt. free of cost at the time when convenient to the dept. In case of delay in making available the water for testing the time extension will be given to the contractor without penalty for such period. Defect liability period shall be six months from the date of completion of work.

13.0 **INSPECTION OF PIPES, VALVES & FITTINGS**

Inspection of the pipes, valves & fittings will be done by the DGS & D/SGS/RITES. The departmental officials may Also, inspect at factory site.

14. **THRUST BLOCKS**

- 14.1 Thrust blocks are required to transfer the resulting hydraulic thrust from the fitting or pipe on to a larger load bearing soil section & shall be designed as per ISS.
- 14.2 Thrust blocks shall be installed wherever there is a change in the direction of the pipe line, size of the pipe line or the pressure-line diagram, or when the pipe line ends at a dead end. If

necessary, thrust blocks may be constructed at valves Also,

- 14.3 Thrust blocks shall be constructed taking into account the pipe size, water pressure, type of fitting, gravity component shell when laid on slopes and the type of soil. The location of thrust blocks for various types of fittings is given.
- 14.4 When a fitting is used to make a vertical bend, it shall be anchored to a concrete thrust block designed to have enough weight to resist the upward and outward thrust. Similarly at joints, deflected in vertical plane, it shall be ensured that the weight of the pipe, the water in the pipe and the weight of the soil over the pipe provide resistance to upward movement. If it is not enough, ballast or concrete shall be placed around the pipe in sufficient weight to counteract the thrust.
- 14.5 When the line is under pressure there is an outward thrust at each coupling. Good soil, properly tamped is usually sufficient to hold pipe from side movement. However, if soft soil conditions are encountered, it may be necessary to provide side thrust blocks or other means of anchoring. In such cases only the pipe on each side of the deflected coupling shall be anchored without restricting the coupling.
- 14.6 Pipes on slopes need be anchored only when there is a possibility of the backfill around the pipe sloping down the hill and carrying the pipe with it. Generally, for slopes up to 30° good well drained soil, carefully tamped in layers of 100 mm under and over the pipe, right up to the top of the trench will not require anchoring.
- 14.7 For steeper slopes, one out of every three pipes shall be held by straps fastened to vertical supports anchored in concrete.

Annexure**PRE-CONTRACT INTEGRITY PACT****1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month20....., between, the Government of Chhattisgarh acting through Shri ----- (Designation of the officer, Department) Government of Chhattisgarh (herein called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (Name of the Stores/Equipment/Work/Service) and M/s represented by ShriChief Executive Officer (herein after called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

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

2.2 Enabling BIDDER 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 from, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

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

In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third in party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or premised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material of immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing forbearing to show favor or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized Government Sponsored export entity of the stores and has not engaged any individual or firms 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 payment.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

5. PREVIOUS TRANSGRESSION

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

5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6 . EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

6.3 In the case of successful BIDDER a clause would also be incorporated is the Article pertaining to Performance Bond in the Purchase contract that the provision of sanctions for violation shall be

applicable for forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by BIDDER (s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In case where irrevocable Letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender, any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

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

or to the Government servant's wife or husband and wholly dependant upon Government servant.

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

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

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different 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 document and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

The actions stipulated in this integrity pact are without prejudice to any other legal action that may

follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years of the complete execution of the contract to this satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton.....

Bidder

Commissioner

Designation

Municipal Corporation Korba

Address

Witness

Witness

1).....

1).....

.....

.....

2).....

2).....

.....

.....

Annexure – F : Schedule of Quantity

Sr. No.	Item Description	Qty	Unit	Rate	Amount
1	Earth work in excavation for pipe trench in ordinary soil areas including dressing, watering, ramming and disposal of excavated earth lead up to 50m and lift up to 1.5m, disposal earth to be levelled, neatly dressed. (CG PHED SOR Amendment 07/2022-23, It.No. 18.15, Pg.No.51)				
		1998.13	Cum		
2	Earth work in excavation for pipe trench in Hard soil areas including dressing, watering, ramming and disposal of excavated earth lead up to 50m and lift up to 1.5m, disposal earth to be levelled, neatly dressed. (CG PHED SOR Amendment 07/2022-23, It.No. 18.19.1, Pg.No.51)				
	Hard Soil	1198.88	Cum		
3	Earth work in excavation for pipe trench in all kinds of rocks in areas including dressing, stacking of useful material and disposal of unservice able material up to lead up to 50m and lift up to 1.5m. (CG PHED SOR Amendment 07/2022-23, It.No. 18.19.1, Pg.No.51)				
	Soft rock with or without blasting or bituminous pavement / cement concrete road.	799.25	Cum		
4	Pumping out water caused by springs, tides or river seepage, broken water mains or drains or well or the like. (CG PHED SOR Amendment 07/2022-23, It.No.18.21, Pg.No.52)	400.00	KL		
5	Providing, laying & jointing including testing following socket & spigot centrifugally cast (spun) Ductile iron pressure pipes with inside cement motor lining (class K-7) conforming to IS 8329/2000 with suitable Rubber Gasket (Push on) joint as per IS : 5382/2018. (CG PHED SOR Amendment 07/2022-23, It.No.4.1, Pg.No.02)				
	200 mm dia. DI K-7	1000.00	Mtr		
	150 mm dia. DI K-7	1700.00	Mtr		
	100 mm dia. DI K-7	200.00	Mtr		
6	Supply & Filling moorum/river sand for pipe bedding or over the pipe (including supply) (CG PHED SOR Amendment 07/2022-23, It.No.18.24, Pg.No.52)	184.80	Cum		
7	Filling available excavated earth in trenches, lead up to 50m and lift up to 1.5m in all kind of soil excluding Watering and ramming. (CG PHED SOR Amendment 07/2022-23, It.No.18.23, Pg.No.52)	3748.46	Cum		

8	Providing and Laying including testing ductile iron PN 16 type flanged sockets conforming to IS: 9523/2000 having dimension as per table 23 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining with finishing as per clause 13 of IS:9523/2000. (CG PHED SOR Amendment 07/2022-23, It.No.4.7, Pg.No.04)				
	200 mm dia.	5.00	Each		
	150 mm dia.	15.00	Each		
	100 mm dia.	10.00	Each		
9	Providing and Laying including testing ductile PN 16 type iron flanged spigot conforming to IS: 9523/2000 having dimension as per table 24 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining with finishing as per clause 13 of IS: 9523/2000. (CG PHED SOR Amendment 07/2022-23, It.No.4.9, Pg.No.05)				
	200 mm dia.	5.00	Each		
	150 mm dia.	15.00	Each		
	100 mm dia.	10.00	Each		
10	Providing and Laying including testing Ductile iron Mechanical joint collar with follower glands conforming to IS: 9523/2000 having dimension as per table 24 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen and internal cement mortar lining. (CG PHED SOR Amendment 07/2022-23, It.No.4.11, Pg.No.06)				
	200 mm dia.	5.00	Each		
	150 mm dia.	12.00	Each		
	100 mm dia.	8.00	Each		
11	Providing and Laying including testing Ductile Iron Double Socket 90° Bends conforming to IS: 9523/2000 having dimension as per table 15 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining. (CG PHED SOR Amendment 07/2022-23, It.No.4.13, Pg.No.07)				
	200 mm dia.	2.00	Each		
	150 mm dia.	4.00	Each		
	100 mm dia.	2.00	Each		
12	Providing and Laying including testing Ductile Iron Double Socket 45° Bends conforming to IS: 9523/2000 having dimension as per table 16 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining. (CG PHED SOR Amendment 07/2022-23, It.No.4.15, Pg.No.07)				
	200 mm dia.	3.00	Each		
	150 mm dia.	4.00	Each		
	100 mm dia.	5.00	Each		

13	Providing and Laying including testing Ductile Iron Double Socket 22.5° Bends conforming to IS: 9523/2000 having dimension as per table 17 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining. (CG PHED SOR Amendment 07/2022-23, It.No.4.17, Pg.No.08)				
	200 mm dia.	4.00	Each		
	150 mm dia.	6.00	Each		
	100 mm dia.	5.00	Each		
14	Providing and Laying including testing Ductile Iron Double Socket 11.25° bends conforming to IS:9523/2000 having dimension as per table 18 of IS:9523/2000 in the following nominal diameter/ sizes with external bitumen coating and internal cement mortar lining.(CG PHED SOR Amendment 07/2022-23, It.No.4.19, Pg.No.09)				
	200 mm dia.	4.00	Each		
	150 mm dia.	3.00	Each		
	100 mm dia.	2.00	Each		
15	Providing and Laying including testing Ductile Iron All socket Tees conforming to IS:9523/2000 having dimension as per table 21 of IS:9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining with finishing as per clause 13 of IS: 9523/2000. (CG PHED SOR Amendment 07/2022-23, It.No.4.21, Pg.No.10)				
	200 x 200 x 200 T	1.00	Each		
	200 x 200 x 150 T	4.00	Each		
	150 x 150 x 150 T	3.00	Each		
	150 x 150 x 100 T	10.00	Each		
	100 x 100 x 100 T	2.00	Each		
16	Providing and Laying including testing Ductile Iron Double Socket Reducer conforming to IS: 9523/2000 having dimension as per table 21 of IS: 9523/2000 in the following nominal diameter/sizes with external bitumen coating and internal cement mortar lining with finishing as per clause 13 of IS: 9523/2000. (CG PHED SOR Amendment 07/2022-23, It.No.4.25, Pg.No.13)				
	200 x 150 R	1.00	Each		
	150 x 100 R	1.00	Each		
17	Providing & fixing of following Ductile iron double flanged sluice valves as per I.S.:14846-2000 fitted with cap including jointing & testing with cost of jointing material such as bolts, nuts, rubber insertions etc. all complete. (CG PHED SOR Amendment 07/2022-23, It.No.4.41, Pg.No.18)				
	D.I. Sluice Valve (PN- 16)				
	200 mm dia.	4.00	Each		
	150 mm dia.	10.00	Each		
	100 mm dia.	5.00	Each		

18	Providing & laying mechanically mixed cement concrete 20mm nominal size graded crushed stone excluding cost of centering & shuttering. (CG PHED SOR Amendment 07/2022-23, It.No.18.41.1.3, Pg.No.54)				
	For Road restoration (M-20)	139.20	Cum		
19	Providing & laying mechanically mixed R.C.C. excluding centering & shuttering and reinforcement in foundation/plinth (20mm graded metal) (CG PHED SOR Amendment 07/2022-23, It.No.18.42.1, Pg.No.54)				
	For thrust block & pipe encasing	45.36	Cum		
20	Providing and placing in position cold twisted steel and hot rolled deformed steel reinforcement for R.C.C. work i/c cutting, bending, binding etc. complete i/ccost of binding wire and wastage.(CG PHED SOR Amendment 07/2022-23, It.No.18.44, Pg.No.54)				
	qty as per item no.18 (80 kg/cum)	1080.00	Kg		
21	Construction of Rcc valve chamber with Rcc precast covers for valves. (100mm to 600mm dia.)				
	(cost as per rate analysis enclosed)	19.00	Each		
22	Labour only for cutting following Ductile Iron pipes of any type and class. (CG PHED SOR Amendment 07/2022-23, It.No.19.4, Pg.No.60)				
	200 mm dia.	12.00	Per Cut		
	150 mm dia.	16.00	Per Cut		
	100 mm dia.	14.00	Per Cut		
23	Chamfering of CI/DI pipes of all type and classes to make suitable for tyton joints. (CG PHED SOR Amendment 07/2022-23, It.No.19.6, Pg.No.61)				
	200 mm dia.	20.00	Each		
	Up to 150 mm dia.	15.00	Each		
24	House hold connection with 15mm S.S. tap including earth work in excavation for pipe trench in all kinds of soil &W.B.M. in areas with demolishing cement concrete road and reconstruction of same good with providing and fixing 15mm G.M./ brass ferrule 90x15mm MS/ PVC Clamp in main line 15mm dia PVC pipe heavy class from main pipe line to house of consumer up to 5 to 10 meter long as per site condition PVC specials such as 15mm PVC sockets elbows, union with all other work pertaining to it job completed, as per approved specification and as directed by Engineer in charge. (CG PHED SOR Amendment 07/2022-23, It.No.19.14, Pg.No.65)				
	15 mm dia.	50.00	Job		

25	Providing and Supplying Blue MDPE pipes conforming to ISO 4427:1996 manufactured from virgin resin PE 80 food grade compounded raw material having blue colour only with quality assurance certificate from quality agencies like WRC/CIPET(India)/ DVGM/ KIWA/ SPGN etc. for usage in drinking water system. The cost shall include testing of all materials, Inspection charges, loading, unloading, stacking etc. complete. (CG PHED SOR Amendment 07/2022-23, It.No.9.9, Pg.No.34)				
	PN 16 (SDR 9)				
	20 mm dia. (O.D.)	250.00	Rmt		
26	Carriage of Material by Mechanical transport including loading unloading & stacking etc. (CG PHED SOR 2020, It. No.19.10, Pg.No.34)				
	DI Pipes (Distance 5 KM)	74.45	Tonnes		