

कार्यालय नगरपालिक निगम, जगदलपुर जिला :- बस्तर (छ.ग.)
मैनुअल पद्धति निविदा सूचना

क्र. 4679/न.पा.नि./लो0नि0वि0/2020-21

जगदलपुर दिनांक: 04/03/2021

नगरपालिक निगम जगदलपुर द्वारा ऐसे कार्य अनुभवी ठेकेदार, फर्म, एजेंसी से आयटम दर पर निम्नांकित कार्यों का निविदा आमंत्रित है:-

| स.क्र. | कार्य का विवरण | अनु. लागत | अमानत राशि |
|--------|--|-----------|------------|
| 1 | जगदलपुर शहर में बिनाका मॉल से विशाल मेगामार्ट तक विभिन्न प्रजातियों के वृक्षों का शिपिंग एवं रख-रखाव का कार्य। | 07.67 लाख | 8000.00 |

निविदा प्रपत्र निगम के वेबसाइट से डाउनलोड कर रजि.डाक/स्पीड पोस्ट के माध्यम से जमा करने की

अंतिम तिथि:- दिनांक 25/3/21 को सायं 5.30 बजे तक

उपरोक्त कार्यों की निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र "B" व अन्य जानकारी निगम के विभागीय वेबसाइट www.nagarnigamjagdalpur.in एवं <http://uad.cg.gov.in> तथा Potal (<https://eproc.cgstate.gov.in/offline> Tender) से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।

कार्यपालन अभियंता

नगरपालिक निगम, जगदलपुर

नगरपालिक निगम के करों का भुगतान समय पर कर नगर विकास में सहयोग करें

पृ0क्र. 4679/न.पा.नि./लो0नि0वि0/2020-21

जगदलपुर दिनांक 04/03/2021

प्रतिलिपि:-

- मान0 महापौर, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- मान0 अध्यक्ष (स्पीकर), नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- मान0 सभापति, आवास पर्यावरण एवं लोक निर्माण विभाग समिति, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- नेता प्रतिपक्ष, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- प्रोग्रामर डाटा सेंटर, संचालनालय नगरीय प्रशासन एवं विकास छ.ग., नया रायपुर की ओर संचालनालय के वेबसाइट में अपलोड कर हेतु अग्रप्रेषित।
- प्रोग्रामर, डाटा सेंटर, नगरपालिक निगम, जगदलपुर की ओर विभागीय वेबसाइट में अपलोड करने हेतु अग्रप्रेषित।
- श्री सुमित महापात्र, जनसंपर्क, नगरपालिक निगम जगदलपुर की ओर शासन के निर्देशानुसार समाचार पत्र में प्रकाशित किये जाने हेतु तीन-तीन प्रतियों में प्रेषित है। समाचार पत्र में प्रकाशन उपरांत प्रकाशित समाचार पत्र की दो-दो प्रति कार्यालय में प्रस्तुत करेंगे।
- सम्पादक पुष्पा दैनिक समाचार पत्र रायपुर/जगदलपुर। कृपया आपके समाचार पत्र में दिनांक 05/03/21 के अंक में एक बार साईज 02 कॉलम X 08 सें.मी. या इससे कम साईज में प्रकाशित कर इस आदेश क छायाप्रति सहित प्रकाशित समाचार पत्र की 3 प्रतियों सहित देयक भुगतान हेतु प्रस्तुत करें।
- सूचना फलक:- मुख्य कार्यालय/लोक निर्माण शाखा/जलप्रदाय शाखा कार्यालय नगर पालिक निगम जगदलपुर में चस्पा हेतु।

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कार्यपालन अभियंता

नगरपालिक निगम, जगदलपुर

कार्यालय नगरपालिक निगम, जगदलपुर जिला :- बस्तर (छ.ग.)

मैनुअल पद्धति निविदा सूचना

क्र. / 4679 / न.पा.नि. / लो0नि0वि0 / 2020-21

जगदलपुर दिनांक: 04.03.2021

नगरपालिक निगम जगदलपुर द्वारा ऐसे कार्य अनुभवी ठेकेदार, फर्म, एजेंसी से आयटम दर पर निम्नांकित कार्यों का निविदा आमंत्रित है:-

| स.क्र. | कार्य का विवरण | अनु. लागत | अमानत राशि |
|--------|---|-----------|------------|
| 1 | जगदलपुर शहर में बिनाका मॉल से विशाल मेगामार्ट तक विभिन्न प्रजातियों के वृक्षों का शिपिंग एवं रख-रखाव का कार्य । | 07.67 लाख | 8000.00 |

निविदा प्रपत्र निगम के वेबसाइट से डाउनलोड कर रजि.डाक/स्पीड पोस्ट के माध्यम से जमा करने की

अंतिम तिथि:- दिनांक 25.03.2021 को सायं 5.30 बजे तक

उपरोक्त कार्यों की निविदा की सामान्य शर्त, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र “B” व अन्य जानकारी निगम के विभागीय वेबसाइट www.nagarnigamjagdulpur.in एवं <http://uad.cg.gov.in> तथा **Potal** (<https://eproc.cgstate.gov.in/offline> Tender) से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है ।

कार्यपालन अभियंता

नगरपालिक निगम, जगदलपुर

“नगरपालिक निगम के करों का भुगतान समय पर कर नगर विकास में सहयोग करें”

पृ0क्र. / 4671 / न.पा.नि. / लो0नि0वि0 / 2020-21

जगदलपुर दिनांक 04.03.2021

प्रतिलिपि:-

- मान0 महापौर, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- मान0 अध्यक्ष (स्पीकर), नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- मान0 सभापति, आवास पर्यावरण एवं लोक निर्माण विभाग समिति, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- नेता प्रतिपक्ष, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
- प्रोग्रामर डाटा सेंटर, संचालनालय नगरीय प्रशासन एवं विकास छ.ग., नया रायपुर की ओर संचालनालय के वेबसाइट में अपलोड कर हेतु अग्रेषित ।
- प्रोग्रामर, डाटा सेंटर, नगरपालिक निगम, जगदलपुर की ओर विभागीय वेबसाइट में अपलोड करने हेतु अग्रेषित ।
- श्री सुमित महापात्र, जनसंपर्क, नगरपालिक निगम जगदलपुर की ओर शासन के निर्देशानुसार समाचार पत्र में प्रकाशित किये जाने हेतु तीन-तीन प्रतियों में प्रेषित है। समाचार पत्र में प्रकाशन उपरांत प्रकाशित समाचार पत्र की दो-दो प्रति कार्यालय में प्रस्तुत करेंगे।
- सम्पादक दैनिक समाचार पत्र रायपुर/जगदलपुर। कृपया आपके समाचार पत्र में दिनांक के अंक में एक बार साईज 02 कॉलम X 08 सें.मी. या इससे कम साईज में प्रकाशित कर इस आदेश क छायाप्रति सहित प्रकाशित समाचार पत्र की 3 प्रतियों सहित देयक भुगतान हेतु प्रस्तुत करें।
- सूचना फलक:- मुख्य कार्यालय/लोक निर्माण शाखा/जलप्रदाय शाखा कार्यालय नगर पालिक निगम जगदलपुर में चस्पा हेतु।

कार्यपालन अभियंता

नगरपालिक निगम, जगदलपुर

कार्यालय नगरपालिक निगम, जगदलपुर जिला :- बस्तर (छ.ग.)
कार्य का विवरण एवं ऑफर दर हेतु विवरण

| S.No. | Particular | Qty | Unit | प्रस्तुत निविदा दर (प्रतिमाह) | |
|-------|--|-----|------|-------------------------------|------------|
| | | | | अंको में | शब्दों में |
| 1. | Transplantation of tree including temporary supports before excavation excavation and prooning roots in phased manner initiating fresh roof growth treatment of infections to tree, trimming of tree frown as per requirements extracting tree along with roof ball, paching root ball with suitable material, feeding the tree, safety loading, transportation (within site premises) unloading, digging of suitable size pit at transplantaion location providing and other required treatments to soil planting tree, fefilling soil, watering etc. (tree shiffing upto 1km) (i) Girth upto 3000mm | 50 | No | | |
| 2 | Extra rate for tree shiffing beyond every 1KM (i) Grith up to 3000mm | 50 | No | | |

निविदादाता के हस्ताक्षर/पदमुद्रा

कार्यपालन अभियंता
नगरपालिक निगम, जगदलपुर

कार्यालय नगर पालिक निगम, जगदलपुर, जिला बस्तर, (छ0ग0)

निविदा सूचना क्रमांक / 4679 / नपानि / लोनिवि / 2020-21, जगदलपुर दिनांक 04.03.2021 का विस्तृत विवरण, नियम

| | | |
|---|--|--|
| 1 | निविदा की अंतिम तिथि | दिनांक 25-03-2021 को सायं 5.00 बजे तक |
| 2 | निविदा प्रपत्र स्पीड / रजिस्टर्ड डाक द्वारा जमा करने की अंतिम तिथि | दिनांक 25-03-2021 को अपरान्ह 0530 बजे तक |
| 3 | प्राप्त निविदाएं को खोलने की तिथि | दिनांक 26-03-2021 को अपरान्ह 11.30 बजे तक |

कार्य का विवरण निम्नानुसार है:-

| स.क्र. | कार्य का विवरण | अनु. लागत | अमानत राशि | निविदा प्रपत्र का मूल्य | कार्य की समयावधि |
|--------|---|-----------|------------|-------------------------|------------------|
| 1 | जगदलपुर शहर में बिनाका मॉल से विशाल मेगामार्ट तक विभिन्न प्रजातियों के वृक्षों का शिपिंग एवं रख-रखाव का कार्य । | 07.67 लाख | 8000.00 | 750.00 | 02 माह |

नियम / शर्तें

1. निविदा में भाग लेने के लिए नियम/शर्तों का पूर्ण अवलोकन कर निविदा में सम्मिलित हों। किसी प्रकार जानकारी हेतु नगर निगम के लोक निर्माण शाखा में निम्नांकित कार्यपालन अभियंता -मो. नं. 9285006102, या लिपिक- 9285006118 या सम्पर्क कर प्राप्त की जा सकती है।
2. निविदादाता को पेड़ शिपिंग कार्य सफलता पूर्वक किये जाने का अनुभव प्रमाण पत्र की सत्यापित प्रति संलग्न करना अनिवार्य होगा, अन्यथा की स्थिति में निविदा पर विचार नहीं की जावेगी।
3. निविदा दरें समस्त करों सहित प्रस्तुत करना अनिवार्य है। पृथक से किसी प्रकार करों का भुगतान नहीं किया जावेगा।
4. कार्य मशीनरी से किया जाना है। ऐसे कार्य का मशीनरी की सत्यापित छायाप्रति निविदा के साथ प्रस्तुत करना अनिवार्य है।
5. उपरोक्त कार्यों की निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति व अन्य जानकारी निगम के विभागीय वेबसाइट www.nagarnigamjagdalpur.in एवं <http://uad.cg.gov.in> तथा **Potal** (<https://eproc.cgstate.gov.in/offline Tender>) से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।
6. निविदा प्रपत्र में ठेकेदार को स्वयं ही प्रत्येक कार्य के निविदा हेतु निर्धारित स्थानों पर स्वयं का नाम, पंजीयन की श्रेणी, पंजीयन क्रमांक/दिनांक, कार्य का नाम, लागत, अमानत राशि, निर्धारित समयावधि एवं निविदा प्रपत्र शुल्क एवं इस का बैंक ड्राफ्ट क्रमांक दिनांक अंकित करना होगा।
7. निविदा खोलने की तिथि एवं समय पर ठेकेदार या उनके द्वारा अधिकृत प्रतिनिधि अधिकार पत्र के साथ उपस्थित नहीं होने की स्थिति में निगम द्वारा निविदा खोली जावेगी, जिस पर किसी प्रकार की आपत्ति मान्य नहीं किया जावेगा।
8. निविदादाता को रु. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटराईज शपथ पत्र प्रस्तुत करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं किया जावेगा।
9. न्यूनतम दरदाता को स्वीकृति उपरांत 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर प्रस्तुत करने पर अनुबंध उपरांत कार्यादेश जारी किया जावेगा।
10. नियम शर्तों का पूर्ण अवलोकन कर ही निविदा में सम्मिलित हों। निविदा में सम्मिलित होने पर सम्पूर्ण शर्तें मान्य समझा जावेगा।
11. प्रथम आमंत्रण निविदा में एकल निविदा प्राप्त होने पर नहीं खोला जाकर मूलतः वापस किया जावेगा।
12. निविदा प्रपत्र शुल्क डिमांड ड्राफ्ट एवं अमानत राशि एफ.डी.आर./टी.डी.आर. के रूप में जो राष्ट्रीयकृत बैंक द्वारा जारी हो तथा आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में देय हो स्वीकार किया जावेगा।
13. निविदा प्रपत्र निगम से जारी नहीं किया जावेगा, निविदा प्रपत्र, नियम शर्तें नगरपालिक निगम जगदलपुर के वेबसाइट www.nagarnigamjagdalpur.in से निविदा जमा करने के अंतिम तिथि के पूर्व **Download** (डाउनलोड) कर, डाउनलोड निविदा प्रपत्र(प्रत्येक कार्य के लिए पृथक-पृथक), नियम शर्तें एवं प्रत्येक कार्य के लिये निर्धारित निविदा प्रपत्र शुल्क का डिमांड ड्राफ्ट तथा निर्धारित अमानत राशि का एफ.डी.आर. जो आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में देय हो जमा करना होगा। जिसकी मूल प्रति निविदा के साथ निर्धारित लिफाफा में जमा करना होगा।
14. निर्धारित समयावधि में कार्य पूर्ण नहीं करने की स्थिति में निविदा के शर्तों में उल्लेखित प्रावधानों के अनुसार कटौति/दण्ड/कार्यावाही की जावेगी जो ठेकेदार को मान्य होगा।

15. साझेदारी फर्म हो तो उसका प्रमाण पत्र एवं पार्टनरशीप डीड की सत्यापित छायाप्रति जमा करना अविवर्य होगा ।
16. निविदा प्रपत्र शुल्क की राशि का डी.डी. एवं अमानत राशि का मूल एफ.डी.आर./टी.डी.आर. जो आयुक्त नगरपालिक निगम के पक्ष में देय हो की मूल प्रति जमा करना अनिवार्य है ।
17. सशर्त निविदायें स्वीकार योग्य नहीं होगी ।
18. निविदा सूचना एवं नियम शर्तें, अनुबंध का एक भाग होगा ।
19. ठेकेदार को अपनी दरें शर्तों एवं अंकों में लिखना अनिवार्य होगा । काट-छांट अथवा ओवर राइटिंग की हुई निविदा अस्वीकार की जावेगी ।
20. निविदा सूचना में उल्लेखित तिथि को अवकाश होने की स्थिति में आगामी कार्यदिवस मानी जावेगी ।
21. धरोहर (अमानत) राशि **FDR/TDR** में जमा करना अनिवार्य होगा जो किसी राष्ट्रीयकृत बैंक से जारी हो तथा आयुक्त, नगरपालिक निगम, जगदलपुर के पक्ष में देय हो ।
22. निविदादाता को जी.एस.टी. पंजीयन एवं पेन कार्ड होना अनिवार्य है ।
23. प्रत्येक देयक से सुरक्षा निधि 10 प्रतिशत की राशि कटौती की जायेगी, वृक्षों की सुरक्षित शिपिंग एवं 1 वर्ष तक रख-रखाव उपरांत अमानत राशि के साथ वापसी योग्य होगा ।
24. वृक्षों का शिपिंग के दौरान क्षतिग्रस्त एवं शिपिंग उपरांत वृक्ष मरने/सुख जाने की स्थिति में पर सुरक्षानिधि से राशि की कटौती की जावेगी ।
25. वृक्षों की शिपिंग के दौरान किसी प्रकार की घटना/दुर्घटना आदि की समस्त जवाबदारी निविदादाता की होगी ।
26. कार्य के दौरान सुरक्षा की व्यवस्था करना, सुरक्षा संकेतिक चिन्हों का उपयोग/प्रदर्शन करना, विद्युत लाईन आदि हटाने का सम्पूर्ण कार्य निविदादाता की होगी ।
27. शासन के निर्देशानुसार आयकर, जी0एस0टी0, श्रमिक उपकर आदि की राशि शासन द्वारा निर्धारित देयक से कटौती होगी ।
28. निविदा हेतु निर्धारित तिथि को शासकीय अवकाश होने की स्थिति में आगामी कार्यदिवस को मान्य किया जावेगा ।

कार्यपालन अभियंता
नगरपालिक निगम, जगदलपुर

निविदादाता के नाम एवं हस्ताक्षर

.....
.....

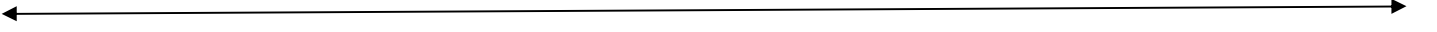
निविदा हेतु अमानत राशि एवं एवं प्रपत्र जमा करने हेतु लिफाफा का प्रारूप
लिफाफा "अ" - निविदा की नियम व शर्तों की एक-एक हस्ताक्षरित प्रति, निविदा प्रपत्र शुल्क का मूल डिमांड ड्राफ्ट की प्रति, अमानत राशि का मूल एफडीआर जो आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में देय, निविदा शर्तों में उल्लेखित प्रमाण पत्र की सत्यापित प्रति एवं रू. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटराईज शपथ पत्र प्रस्तुत आदि

लिफाफा "अ"

कार्य का नाम :-.....

अमानत राशि रू.

एफ.डी.आर नं. दिनांक



लिफाफा "ब" - ऑफर दर की मूल प्रति जो ठेकेदार का हस्ताक्षर युक्त

लिफाफा "ब"

निविदा प्रपत्र -ए की मूल प्रति

कार्य का नाम :-.....

लिफाफा "स" - में सीलबंद लिफाफा "अ" एवं लिफाफा "ब" रखकर सीलबंद कर स्पीड पोस्ट/रजि.डाक के माध्यम से निर्धारित समयावधि में प्राप्त होना अनिवार्य है

रजिस्टर्ड डाक/स्पीड पोस्ट से
लिफाफा "स"

निविदा सूचना क्रमांकदिनांक..... कार्य क्रमांक
जमा करने की अंतिम तिथि

कार्य का नाम :-.....

अमानत राशि रु.

एफ.डी.आर नं. दिनांक

निविदा प्रपत्र शुल्क राशि रु.

डी.डी. नं. दिनांक

प्रति,

आयुक्त

नगरपालिक निगम,

रेल्वे स्टेशन रोड, शांती नगर वार्ड क. 25

जगदलपुर (छ0ग0) पिन 494001

प्रेषक:-

.....

.....

.....

Affidavit

I.....S/o.....
Aged.....years.....(address.....
.....)
.....)

(For and on behalf of.....), do here
by and herewith solemnly affirm / state on oath that : -

1. All documents and Informations furnished are correct in all respects to the best of my knowledge and belief
2. I have not suppressed or omitted any required/relevant information.
3. I hereby authorize the JAGDALPUR Municipal Corporation, JAGDALPUR Officials to get all the documents submitted verified from appropriate source(s).

(.....)
Authorized signatory /
for and on behalf of
.....
(affix seal)

Verification

I.....S/o..... do here by affirm that the
contents stated in Para 1 to 3 above are true to the best of my knowledge and believe and are based on
my / our record.

Verified that this..... date of200...at (Place).....

Seal of attestation by a Public

Notary with date

(.....)
Authorized signature /
for and on behalf of.....
(affix seal)

MUNICIPAL CORPORATION,

FORM 'B'

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the EE.
This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carried out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage if any. to be deducted from bills. It will also Copies of specifications, drawings and a Schedule of quantities and rates of the various descriptions 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 inviting the tenders. during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose whether the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to under take each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection, unless there is specific provision in the conditions of the Notice Inviting Tenders e.g in three cover system. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.
4. The EE or his duly authorised assistant, will open tenders in the presence of any attending contractors, who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those tenders which are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The Officer competent to decide of the- tenders shall have the right of rejecting all or any of the tenders. With out assigning any reason thereof.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the EE and the contractor shall be responsible for seeing that he procures a receipt signed by the EE on any other person duly authorised by him.
7. The memorandum of work tendered for, and the schedule of materials to supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the EE 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 WORK

I/We hereby tender for the execution to the Municipal Corporation of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in rule I hereof 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 so for applicable.

MEMORANDUM

(a) General description

.....

(b) Probable amount of Contract Rs.....

(c) Earnest money.....

(d) Security deposit (including earnest money 5%) (five percent of the amount of contract)

.....

(f) Time allowed for the work from the date of write in order to commerce-----
-----Months From Reckoned Date

Refer Annexure F

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

The sum of Rs. is, herewith, forwarded as earnest money the full value of which is to be absolutely forfeited to the Municipal Corporation Chirmiri or his successors in office, should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance will clause I of the said condition of contract otherwise the said sum of Rs..... shall be retained by Municipal Corporation as on account of such security deposit as aferesiad

Date the day of200

Name & Address

.....

.....

.....

Signature of the officer by whom

accepted

2 Witness (Signature).....

Occupation

Address

The above tenderer has her by accepted by meon behalf of the Municipal Corporation Chirmiri Dated the date of200

Signature
of the Officer by whom accepted

If several sub-works are included, they should be detailed in a separate list

CONDITIONS OF CONTRACT

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 Corporation 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 percent from the payment made in the running

bills, till the two together amount to 5 percent of the cost of work put to tender or 5 percent of the cost of the works executed when the same exceeds the cost of work put to tender

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 Executive Engineer shall levy on the contractor, as compensation an amount equal to: 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 6% (six percent) of the value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in half (1/2) 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 Chief Municipal Officer in the matter of grant of extension of time only (reference clause 5 below) shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay- once such an order is passed by him (on each extension application of the contractor). It shall not be open for a revision.

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

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

- (i) The Chief Municipal Officer 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 program or the stoppage has not been authorized by the Chief Municipal Officer.
 - (b) The Chief Municipal Officer 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 Chief Municipal Officer 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 Chief Municipal Officer.
 - (f) If he violates labour laws.
 - (g) *If the Contractor fails to set up field laboratory with appropriate equipments, with 30 day from the reckoned date"(* applicable 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 Executive Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (v) In addition to the provision contained in clause 2 above the Chief Municipal Officer shall forfeit the earnest money and or security deposit and recover/deduct/adjust a compensation of 10% (ten percent) of the balance value of work left in complete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

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

Clause 4: In any case in which any of the powers, conferred upon the Chief Municipal Officer by clause - 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Chief Municipal Officer 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 Chief Municipal Officer, whose certificate thereof shall be final; otherwise the Chief Municipal Officer 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 Chief Municipal Officer 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 Chief Municipal Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME:

Clause 5

5.1 - If the contractor shall desire an extension of time for completion of work on the 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 Chief Municipal Officer positively within 15 days of occurrence of such hindrance(s) and seek specific extension of time (period from.....to.....). If in the opinion of Chief Municipal Officer, such reasonable grounds

are shown, the Chief Municipal Officer shall himself grant extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than above period mentioned, then the Chief Municipal Officer shall refer the case to the Chief Engineer with his recommendation and only after his decision in this regard, the Chief Municipal Officer shall sanction extension of such time as decided by the Chief Engineer.

Once the Chief Municipal Officer 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 Chief Engineer and the Chief Municipal Officer 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 Chief Municipal Officer 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 Chief Municipal Officer.

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.

Once the Chief Municipal Officer has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Chief Municipal Officer 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 Incentive bonus: -Notwithstanding the provision contained in clause 5.1 above, if the contractor does not desire "Extension of Time" AND "WAIVES" his right to claim extension of time and yet - complete the contract (Excluding maintenance period if any) before the original time allowed for completion (as mentioned in the N.I.T or Agreement form "A") then and then only the contractor shall be entitled to and shall be paid "INCENTIVE BONUS". The Incentive Bonus shall be paid to the contractor at the rate of 0.25% (zero point two five percent) of the contract price per week of early completion subject to a maximum of 5% (five percent) of the contract price. Part of the week if more than 3 days shall be deemed to be one full week.

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

5.3 Compensation Events :-

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

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

FINAL CERTIFICATE

Clause 6 - On completion of the work the contractor shall be furnished with a certificate by the Sub – Divisional Officer / Executive Engineer (hereinafter called the Engineer-in-charge) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution there of nor until the work; shall have been measured by the Engineer-in-charge whose

measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:

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

Bills to be submitted monthly:

Clause 8 -

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Executive Engineer shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer and Chief Municipal Officer 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. 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 Chief Municipal Officer after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorized Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor.

All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

BILLS TO BE ON PRINTED FORMS:

Clause 9 -The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer – in – charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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

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

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

ADVANCES TO CONTRACTORS:

Clause 11(A)

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

(i) Mobilization advance: - Mobilization advance up to 5 % (Five percent) of the contract value shall be given if requested by the contractor with in one month of the date of order to commence the work. In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Chief Municipal Officer before sanction and release of the advance. This advance shall be Interest free. This 5% (Five percent) advance shall be given in the two stages

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

Stage-2: - 3%(Three percent) of the contract value payable on receipt of the certificate from the contractor that he has established complete central and field testing laboratories and has engaged workers/technicians and have brought requisite plants and machineries at work site, the work is physically started and only after construction programme is submitted by the contractor and is duly approved by the Chief Municipal Officer Chief Municipal Officer shall sanction the mobilization advance

(ii) Advance on plant and machinery: -

Advance up to 5%(five percent) of the contract value shall be given, if requested by the contractor, only for the new plant and machineries required for the work and brought to the site by the contractor .In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Chief Municipal Officer before sanction and release of the advance. The advance shall be limited to 90% (ninety percent) of the price of such new plant and machineries. This advance shall be interest free.

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

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

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

This advance shall be made against hypothecation of plants and machineries in favour of the Chief Municipal Officer.

Sanctioning authority for the this advance shall be Chief Municipal Officer.

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

(iii) Recovery of advances: -

Recovery of above advances (mobilization, plant and machineries) will start when 15(fifteen)% of the work is executed and recovery of total advance should be completed by the time 80(eighty) % of the original contract work is executed or when 75% (seventy five percent) of stipulated or validly extended period is over; whichever is earlier.

Clause 11-(B) - Advances to contractor are as a rule prohibited, and every endeavor should be made to maintain a system, under which no payments are made except for work actually done. Exceptions are, however permitted in the following cases: -

Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to sites, Chief Municipal Officer may in such cases sanction advances up to an amount not exceeding 75% of the value of material but 90% in the case of steel (as assessed by the Engineer-in-charge) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Municipal Corporation secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used are billed for.

Before granting the above-secured advance the contractor shall sign the prescribed Indenture Bond in the prescribed form.

Escalation

Clause 12: The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer – in – charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so requires be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following order of precedence shall prevail: -

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

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

"Additions, Alterations in Specifications and Designs"

Clause 13 - The Chief Municipal Officer shall have power-BUT WITHIN THE SCOPE OF TENDERED WORK(Tendered for) to make any alteration in, omissions from, addition to or substitution for, the original specification, drawing, designs, instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance-with any instructions which may be given to him, signed by the Chief Municipal Officer and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work, subject to the following proviso-

Rates for items of contract involving increase in quantity during execution and rate for items not provided in contract :- (Reference Annexure "E"(schedule of quantities)

The rates for such additional, altered or substituted work shall be worked out in accordance with the following provisions.

(A) Rates for Items of Contract involving increase in the quantity during execution.

- (a) In the case of such item(s) for which the actual quantities exceed the quantities shown in Annexure E of the tender document by more than 10% (Ten percent) the quantity in excess of 10%(ten percent) will be paid at the estimated rate of the item(s) on the date or below as the case may be to the total cost of work as per Annexure E at the estimated rates.

(B) Rates for altered and substituted items:-

If the rates for altered or substituted works are not specifically provided in the contract, the rates will be derived from the rates of similar type and class of works as are specified in the contract for the work, Such rates shall be derived and determined by the Chief Municipal Officer.

(b) Rates for extra items.:-

The rates for such items which can not be determined as per clause(a) and (b) of "A" above shall be worked out from rates of similar items in the departmental schedule of rates in force on the date of invitation of tender after adding or subtracting the overall percentage of accepted tender above or below as the case may be to the total cost of work as per Annexure E at the estimated rates. Such rates shall be determined by the Chief Municipal Officer.

- (c) Rates for such items which can not be determined in the above manner(A and B) shall be determined by the Chief Municipal Officer on the basis of prevailing market rates to include prime cost of material and labour charges(inclusive) of hourly use rates of machinery and equipment as determined by the department; plus 25% (twenty five percent) extra to cover the sundries, overhead charges and profit etc. of the contract.

Note 1:- There shall be no change in the accepted rate of any item, if the quantity of that item is less than the quantities mentioned in the "Bill of Quantity"(Annexure-E).

Note2:-(a) Chief Municipal Officer shall have powers to permit execution of and payment of additional quantities to the extent of ten percent of the quantities proved in the schedule of individual items as per Annexure -E.

(b) Prior sanction in writing of the Chief Municipal Officer shall be necessary of execution and payment for additional quantities more than ten percent but up to 25% individual items, in case of work for which technical sanction has been accorded by S.E. or E.E.

(c) Prior sanction in writing of the Chief Municipal Officer shall be necessary for execution and payment for additional quantities more than ten percent and up to 25% of individual items, in case of work for which technical sanction has been accorded by the super intending Engineer.

(d) Engineer-in-charge shall have no powers to determines the rates for extra items. Chief Municipal Officer shall have powers to determines the rates for extra items where rates are required to be determined subject to the condition that total amount of work in respect to such extra items shall not exceed 10% (ten percent) of the amount of tender as sanctioned by the competent authority.

- (e) Chief Municipal Officer shall have powers of determining rates of extra items when rates are required to be determined subject to the condition that the total amount of work in respect of such extra items shall not exceed 30% of the amount of tender as sanctioned by the competent authority.

Note 3:- On no Circumstances the contractor shall suspend the work on the plea of non settlement of rates of items falling under this clause.

Note 4:- Due to all the above addition, alteration variation, extra items the total value of contract shall be limited up to 10% (Ten percent) increase of the amount of administrative of approval. Any increase beyond this 10% percent (Ten percent) of total value shall require "PRIOR Revised Administrative Approval" from the Corporation.

Note 5:- Govt. shall have full powers.

Extension of time in consequence of variations

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

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

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

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

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

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15 - If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer – in – charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer – in – charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper

charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer – in – charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days, during which the failure so, continues and in the case of any such failure the Engineer – in – charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore

WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT:

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

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

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

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

Clause 18- If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent, the contractor shall make good the same at his own expense or in default, the Engineer – in – charge may cause the same to be made good by other workmen and deduct the expense of which certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

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

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

Clause 19 - The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer – in – charge's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & assisting in the measurement

or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer -in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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

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

LABOUR:

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

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

FAIR WAGE:

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

Explanation - (a): Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the Works Department SOR for that period.

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

(c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.

(d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out prejudice to his right to claim indemnity from his sub-contractors.

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

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: -

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

Notes : - Such subletting/assignment shall not be made to any other Contractor registered in class A1 to A5 Category in the Municipal Corporation or in similar Category in other Dept. of the State or in other organization of agency (class with about similar financial capacity) by whatever name these are called"

24.1 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.

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

Clause 25: All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGE IN THE CONSTITUTION OF FIRM:

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

WORK TO BE UNDER DIRECTION OF CHIEF MUNICIPAL OFFICER :

Clause 27 - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Chief Municipal Officer for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

ARBITRATION CLAUSE:

Clause 28 Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the Chief Municipal Officer for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Chief Municipal Officer shall give his written instructions and/or decisions, after hearing the contractor and Chief Municipal Officer 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 Chief Municipal Officer the parties shall promptly proceed without delay to comply such instructions or decisions. If the Chief Municipal Officer 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 Chief Municipal Officer, the aggrieved party may within 30 days prefer an appeal to the Chief Engineer, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Chief Engineer will give his decision within 30 (thirty) days, or such, mutually agreed period.

If any party is not satisfied with the decision of the Chief Engineer he can file a petition for resolving the dispute through arbitration in the arbitration tribunal A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Executive Engineer in accordance with clause 8 above.

LUMP SUM IN ESTIMATE:

Clause 29 - When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer – in – charge, capable of measurement, the Engineer – in – charge may at the his discretion pay the lump sum amount entered in the estimates , and the certificate in writing of the Engineer -in charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification:

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

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

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

Claim for Quantities Entered in the Tender or Estimate:

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

Claim for Compensation for Delay In Starting the Work:

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

EMPLOYMENT OF SCARCITY LABOUR:

Clause 34- If Corporation declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Chief Municipal Officer or by any person to whom the Chief Municipal Officer 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 Corporation may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Chief Municipal Officer whose decision shall be final and binding on the contractor

Clause 35: - Royalty on Minor Minerals

The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Chief Municipal Officer 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 Chief Municipal Officer shall be deposited to the concerned department and his final bill payment shall be released

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

TECHNICAL EXAMINATION:

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

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

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR:

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

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

Clause 38 - PENALTY FOR BREACH OF CONTRACT:

On the breach of any term or condition of this contract by the contractor the said Chief Municipal Officer 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 Chief Municipal Officer to recover further sums as damages from any sums due or which may become due to the contractor by Corporation or otherwise howsoever.

ANNEXURE – “F”

SECHUDLE OF ITEMS (BILLS OF QUANTITY)

| Sr. No | Reference to item No. of S.O.R. | Descripti on of item | Unit | Quant ity | Rate in figure per unit | Rate in words per unit | Amount in (figure) | Remar k |
|--------|---------------------------------|----------------------|------|-----------|-------------------------|------------------------|--------------------|---------|
|--------|---------------------------------|----------------------|------|-----------|-------------------------|------------------------|--------------------|---------|

| | | | | | | | | |
|---|----------|---|---|---|------------|-----------|---|---|
| | (in any) | | | | (Rs.) | (Rs.....) | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | Enclosed | | | | | | | |

**Contractor (Signature with name and seal
of Authorised signatory of the contractor**

- 1) The value of total tendered cost is for Rs.and
- 2) The total value of all S.O.R. items (excluding non S.O.R. items) as per sanctioned estimate is Rs. (in figure) (rupees in words)

NOTICE TO THE CONTRACTOR TO START WORK

Your officer of item rate of contract for the work ofand for a total value of Rs. (in figure)..... (in words) has been accepted by me/Chief Municipal Officer, for and on behalf of the Chief Municipal Officer of Corporation, on/...../ 200..... You are hereby ordered to commence the work. The date reckoned shall be/...../200

Chief Municipal Officer

Notice to the contractor (s) to start work from/...../200.....was issued vide this office memorandum No dated the/...../200.....

Signature of Contractor

Signature of Chief Municipal Officer

COMPLETION CERTIFICATE

In pursuance of clause 7 of the Agreement in form-B (No...../Dt. of) dated the/...../..... between the contractor Shri.....and the Chief Municipal Officer of Corporation, it ishereby certified that the said contractor has duly completed the execution of the work undertaken by him there under on Dt...../...../.....

Signature of Chief Municipal Officer