

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

मैनुअल पद्धति निविदा सूचना

क्र. / 1156 / न.पा.नि. / लो0नि0वि0 / 2021

जगदलपुर दिनांक 26.06.2021

नगरपालिक निगम जगदलपुर द्वारा डी.एम.एफ.टी. योजना से स्वीकृत निम्नांकित कार्य हेतु एकीकृत पंजीयन प्रणाली अंतर्गत "डी" श्रेणी में पंजीकृत ठेकेदारों से निविदा प्रपत्र "A" में, कम/अधिक प्रतिशत एस.ओ.आर तथा "A&B" में कम/अधिक प्रतिशत एस.ओ.आर एवं आयटम दर पर निविदा आमंत्रित है:-

स.क्र.	कार्य का विवरण	अनु. ला0 (लाख में)	अमानत राशि	निविदा प्रपत्र	रिमांक
4	सीटी ग्राउण्ड (फुटबॉल ग्राउण्ड) में 02 नग फ्लड लाईट लगाने का कार्य	27.31	21000.00	"A&B"	Ele. & Mech. SOR 01.07.15 and NON SOR

निविदा प्रपत्र निगम के वेबसाईट से डाउनलोड कर रजि.डाक/स्पीड पोस्ट के माध्यम से जमा करने की अंतिम तिथि:- दिनांक **17.07.2021** को सायं 5.30 बजे तक उपरोक्त कार्य की निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र "A" एवं "A&B" तथा अन्य जानकारी निगम के विभागीय वेबसाईट www.nagarnigamjagdulpur.in एवं <http://uad.cg.gov.in> से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।

नगरपालिक निगम के कर्मों का भुगतान कर नगर विकास में सहयोग करें

कार्यपालन अभियंता,

नगरपालिक निगम, जगदलपुर

जगदलपुर दिनांक 26/6/2021

पृ0क्र. / 1157 / न.पा.नि. / लो0नि0वि0 / 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 वेबसाईट में अपलोड कर 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 8 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.)

मैनुअल पद्धति निविदा सूचना

क्र./ 1156 / न.पा.नि. / लो0नि0वि0 / 2021

जगदलपुर दिनांक 26.06.2021

नगरपालिक निगम जगदलपुर द्वारा डी.एम.एफ.टी. योजना से स्वीकृत निम्नांकित कार्यों हेतु एकीकृत पंजीयन प्रणाली अंतर्गत "डी" श्रेणी में पंजीकृत ठेकेदारों से निविदा प्रपत्र "A&B" में कम/अधिक प्रतिशत एस.ओ.आर एवं आयटम दर पर निविदा आमंत्रित है:-

स.क्र.	कार्य का विवरण	अनु. ला0 (लाख में)	अमानत राशि	निविदा प्रपत्र	रिमार्क
4	सीटी ग्राउण्ड (फुटबॉल ग्राउण्ड) में 02 नग फलड लाईट लगाने का कार्य	27.31	21000.00	"A&B"	Ele. & Mech. SOR 01.07.15 and NON SOR

निविदा प्रपत्र निगम के वेबसाईट से डाऊनलोड कर रजि.डाक/स्पीड पोस्ट के माध्यम से जमा करने की अंतिम तिथि:- दिनांक **17.07-2021** को सायं 5.30 बजे तक उपरोक्त कार्यों की निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र "A&B" तथा अन्य जानकारी निगम के विभागीय वेबसाईट www.nagarnigamjagdapur.in एवं <http://uad.cg.gov.in> से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।

"नगरपालिक निगम के कर्षों का भुगतान कर नगर विकास में सहयोग करें"

कार्यपालन अभियंता

नगरपालिक निगम, जगदलपुर

पृ0क्र./ 1157 / न.पा.नि. / लो0नि0वि0 / 2021

जगदलपुर दिनांक 26.06.2021

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 वेबसाईट में अपलोड कर 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 दिनांकके अंक में एक बार साईज 02 कॉलम 8 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 नगर पालिक निगम, जगदलपुर, जिला बस्तर, (छ0ग0)

निविदा सूचना क्रमांक / 1156 / नपानि / लोनिवि / 2021, जगदलपुर दिनांक 26.06.2021 का विस्तृत विवरण, नियम

1	निविदा की अंतिम तिथि	दिनांक 17.07.2021 को सांय 5.00 बजे तक
2	निविदा प्रपत्र स्पीड/रजिस्टर्ड डाक द्वारा जमा करने की अंतिम तिथि	दिनांक 17.07.2021 को अपराह्न 05.30 बजे तक
3	प्राप्त निविदाएं को खोलने की तिथि	दिनांक 18.07.2021 को अपराह्न 11.30 बजे तक

निम्नांकित समस्त कार्य हेतु ठेकेदार की सक्षम श्रेणी एकीकृत पंजीयन में "द" एवं ऊपर है तथा कार्य क्रमांक 01,02 एवं 03 निविदा प्रपत्र 'ए' में कार्य के समक्ष कॉलम में उल्लेखित एस.ओ.आर. से कम एवं अधिक प्रतिशत दर तथा कार्य क्र. 04,05 एवं 06 में निविदा प्रपत्र "A&B" में कार्य के समक्ष कॉलम में उल्लेखित एस.ओ.आर. से कम एवं अधिक प्रतिशत दर तथा आयटम दर (**MIXED PERCENTAGE**) पर निविदा आमंत्रित है। कार्य का विवरण निम्नानुसार है:-

स.क्र.	कार्य का विवरण	अनु. ला0 (लाख में)	अमानत राशि	निविदा प्रपत्र का मूल्य	कार्य की समयावधि T	निविदा प्रपत्र	रिमार्क
4	सीटी ग्राउण्ड (फुटबॉल ग्राउण्ड) में 02 नग पलड लाईट लगाने का कार्य	27.31	21000.00	1500.00	03 माह	"A&B"	Ele. & Mech. SOR 01.07.15 and NON SOR

नियम / शर्तें

- 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।
- उपरोक्त कार्यों की निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र "A" एवं "A&B" व अन्य जानकारी निगम के विभागीय वेबसाइट www.nagarnigamjagdulpur.in एवं <http://uad.cg.gov.in> से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।
- कार्य क्रमांक 01, 02, 03, 05 एवं 06 निविदा प्रपत्र 'ए' में कार्य के समक्ष कॉलम में उल्लेखित एस.ओ.आर. से कम एवं अधिक प्रतिशत दर पर आमंत्रित है।
- कार्य क्र. 04, में निविदा प्रपत्र "A&B" में कार्य के समक्ष कॉलम में उल्लेखित एस.ओ.आर. से कम एवं अधिक प्रतिशत दर तथा आयटम दर (**MIXED PERCENTAGE**) पर निविदा आमंत्रित है।
- कार्य क्रमांक 04 में उल्लेखित कार्य हेतु छ.रा.वि.वि.कं.लि. में पंजीयन या एकीकृत पंजीयन में विद्युत कार्य का भी पंजीयन होना अनिवार्य है।
- 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।
- 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।
- निविदादाता को रु. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटरीज शपथ पत्र प्रस्तुत करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं किया जावेगा।
- न्यूनतम दरदाता को स्वीकृति उपरांत 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर प्रस्तुत करने पर अनुबंध उपरांत कार्यादेश जारी किया जावेगा।
- निर्माण कार्य समाप्ति उपरांत ठेकेदार को स्थल की पूर्ण सफाई कराया जाना आवश्यक है। इस आशय का प्रमाण पत्र निगम के स्वच्छता अधिकारी से प्रस्तुत करने पर ही अंतिम देयक का भुगतान किया जावेगा।
- नियम शर्तों का पूर्ण अवलोकन कर ही निविदा में सम्मिलित हों। निविदा में सम्मिलित होने पर सम्पूर्ण शर्तें मान्य समझा जावेगा।
- निविदा के लिफाफा में निविदा सूचना क्रमांक..... कार्य क्रमांक लिखा जाना अनिवार्य है।
- प्रथम आमंत्रण निविदा में एकल निविदा प्राप्त होने पर नहीं खोला जाकर मूलतः वापस किया जावेगा।

14. 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 ।
15. निविदा प्रपत्र निगम से जारी नहीं किया जावेगा, निविदा प्रपत्र, नियम शर्तें नगरपालिक निगम जगदलपुर के वेबसाईट www.nagarnigamjagdalpur.in से निविदा जमा करने के अंतिम तिथि के पूर्व **Downlod** (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 ।
16. नॉन एस0ओ0आर0 आयटम का दर डी0पी0आर0/प्राक्कलन में उल्लेखित दर से अधिक दर प्राप्त होने पर प्राक्कलन में उल्लेखित दर से भुगतान किया जावेगा तथा कम दर प्राप्त होने पर निविदा दर से ही भुगतान किया जावेगा ।
17. निर्धारित समयावधि में कार्य पूर्ण नहीं करने की स्थिति में निविदा प्रपत्र "ए" एवं "A&B" में उल्लेखित प्रावधानों के अनुसार कटौति/दण्ड/कार्यवाही की जावेगी जो ठेकेदार को मान्य होगा ।
18. जिन ठेकेदारों द्वारा नगर पालिक निगम जगदलपुर के किसी ठेके के कार्य में अनुबंध के अनुरूप कार्य न किया गया हो अथवा नगर पालिक निगम जगदलपुर के हित के विरुद्ध कार्य किया गया हो उन्हें निविदा भरने की पात्रता नहीं होगी ।
19. ठेकेदार को कार्य प्रारंभ करने के पूर्व स्थल का फोटोग्राफ एवं विडियोग्राफी लेने के उपरांत ही कार्य प्रारंभ करना होगा ।
20. ठेकेदार को प्रत्येक देयक के साथ किये गये कार्य को तीन-तीन फोटोग्राफ प्रस्तुत करना अनिवार्य होगा तथा कार्य पूर्ण होने के उपरांत भी तीन-तीन फोटोग्राफ प्रस्तुत करने पर देयक भुगतान की कार्यवाही की जावेगी, फोटोग्राफ में कार्य का नाम, योजना का नाम, स्वीकृत आदेश क्रमांक. व दिनांक, स्वी. राशि, कार्य प्रारंभ करने का दिनांक एवं कार्य पूर्ण होने का दिनांक का डिजिटल प्रिंट होना चाहिए ।
21. कार्यदेश के 15 दिवस के अंदर श्रम विभाग में श्रमीकों का पंजीयन करायी जाकर पंजीयन प्रमाण पत्र की सत्यापित प्रति प्रस्तुत करना अनिवार्य होगा ।
22. साझेदारी फर्म हो तो उसका प्रमाण पत्र एवं पार्टनरशीप डीड की प्रति ।
23. कार्य हेतु अभियंता नियुक्त करने संबंधी पत्र एवं अभियंता का सहमती पत्र ।
24. अमानत राशि का मूल एफ.डी.आर./टी.डी.आर. की मूल प्रति ।
25. टूल्स, प्लांट, मशिनरी की जानकारी जो कार्यपालन अभियंता स्तर के तकनीकी अधिकारी द्वारा सत्यापित प्रति जमा करना अनिवार्य होगा ।
26. कार्य की लागत का कम-से-कम 15 प्रतिशत राशि के बराबर मुल्य का बैंक साल्वेंसी जो बैंक के लेटर हेड में जारी दिनांक से 12 माह के अंदर हो निविदा के साथ एक सत्यापित प्रति जमा करना होगा ।
27. निविदा तीन लिफाफा पद्धति से स्वीकार किये जायेंगे, जिसमें निम्नानुसार प्रपत्र/दस्तावेज/निविदा प्रपत्र रखना आवश्यक है।
 "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, ठेकेदारी का पंजीयन पत्र, जी.एस. टी. पंजीयन प्रमाण पत्र आदि अन्य प्रमाण पत्र की सत्यापित प्रति एवं रु. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटराईज शपथ पत्र प्रस्तुत आदि ।
 "ब" लिफाफा में निविदा प्रपत्र "ए" में निविदा दर भरकर निविदा की मूल प्रति ठेकेदार का हस्ताक्षर युक्त
 "स" लिफाफा में सीलबंद अ एवं ब लिफाफे रखकर स्पीड पोस्ट/रजि.डाक के माध्यम से निर्धारित समयावधि में प्राप्त होना अनिवार्य है
 लिफाफा "अ" को पहले खोला जावेगा तथा पर्याप्त सुरक्षा निधि, निविदा प्रपत्र शुल्क एवं चाही गई अभिलेख होने पर ही दूसरे ऑफर प्रस्ताव लिफाफा "ब" को खोला जावेगा अन्यथा निरस्त कर दिया जाएगा ।
28. सशर्त निविदायें स्वीकार योग्य नहीं होगी ।
29. ठेकेदार को ईपीएफ पंजीयन करायी जाकर कार्य में संलग्न श्रमिकों की अंशदान एवं नियोक्ता अंशदान की राशि ठेकेदार को ही जमा कराया जाना अनिवार्य है । इस पर संबंधित विभाग द्वारा कार्यवाही किये जाने पर संबंधित ठेकेदार की जिम्मेदारी होगी ।
30. कार्य में संलग्न श्रमिकों/कर्मचारियों को कलेक्टर द्वारा निर्धारित दर पर प्रतिमाह 07 तारीख तक पारिश्रमिक भुगतान संबंधित के बैंक खाते में आर.टी.जी.एस. या ऑन लाईन ट्रांसफर के माध्यम से किया जाना अनिवार्य है । श्रमिकों के पारिश्रमिक भुगतान संबंधी किसी प्रकार की शिकायत/विवाद की स्थिति में समस्त जिम्मेदारी ठेकेदार की होगी ।
31. कार्य का प्राक्कलन निगम के लोक निर्माण शाखा में निविदा के एक दिवस पूर्व तक देखी प्राप्त की जा सकती है ।

32. ठेकेदार को कार्य प्रारंभ करने से पूर्व चिन्हित कार्य स्थल की चारों दिशाओं की फोटो तथा प्रत्येक देयक के साथ वर्तमान स्थिति की फोटो एवं विडियो तथा कार्य पूर्ण होने के पश्चात फोटो एवं विडियोग्राफी की प्रति उपलब्ध कराने पर ही भुगतान की जावेगी ।
33. कार्य को निर्धारित समयावधि में पूर्ण करना अनिवार्य है । अन्यथा निविदा प्रपत्र में दिये गये प्रावधान अनुसार दण्डित/कार्यवाही की जावेगी ।
34. कार्य प्रारम्भ करने के पूर्व कार्य स्थल पर बोर्ड लगाया जाना अनिवार्य है, जिसमें योजना का नाम, स्वीकृत वर्ष, कार्य का विवरण, लागत,निर्माण सामग्रियों का विवरण, कार्य प्रारम्भ करने की तिथि एवं कार्य पूर्ण होने की तिथि का उल्लेख हो । जिसका पृथक से भुगतान नहीं किया जावेगा ।
35. कार्य को निविदा में दर्शित समय पर निर्धारित गुणवत्ता एवं स्पेशिफिकेशन अनुसार किया जाना अनिवार्य है, कार्य को पूर्ण करने हेतु किसी प्रकार की अतिरिक्त समय नहीं दी जावेगी । कार्यवधि समाप्ति उपरांत किये गये कार्यों का देयक से लोक निर्माण विभाग कार्य मैनुअल अनुसार कटौति की जावेगी ।
36. कार्य के संबंध में विस्तृत जानकारी कार्यालयीन समय में नगर निगम के साईट इंजी0 से प्राप्त की जा सकती है
37. ऐसे ठेकेदारों जिनके द्वारा नगर निगम में अधूरा कार्य छोड़ा है या कार्य आदेश जारी होने के बाद कार्य भी प्रारम्भ नहीं किया गया या जिनके द्वारा कार्यों को निर्धारित समय सीमा से अत्यधिक विलम्ब से किया गया है, उनको निविदा पर विचार नहीं किया जावेगा ।
38. कार्य में निडिल वाईब्रेटर, मिक्चर मशीन, स्टील सेंट्रींग प्लेट आदि आवश्यक उपकरणों जो आवश्यक हो का उपयोग किया जाना अनिवार्य होगा ।
39. अंतिम देयक का भुगतान रायल्टी समाशोधन पत्र प्रस्तुत करने के उपरांत ही किया जावेगा ।
40. प्रत्येक कार्यों के लिये पृथक-पृथक अमानत राशि जमा करना अनिवार्य है । पूर्व में जमा अमानत राशि का एफ.डी.आर. का समायोजन किसी अन्य कार्यों में नहीं किया जावेगा । एफ. डी. आर के रूप में आयुक्त, नगर पालिक निगम, जगदलपुर के नाम से ही स्वीकार की जावेगी । नगद अमानत राशि स्वीकार नहीं की जावेगी ।
41. प्रत्येक चल देयक से 5.00 प्रतिशत सुरक्षा निधि, 2.00 प्रतिशत आयकर, 2.00 प्रतिशत जी.एस.टी. एवं 1.00 प्रतिशत श्रमिक कल्याण उपकर की कटौति की जावेगी (या समय-समय पर शासन द्वारा निर्धारित कर एवं दर पर कटौति की जावेगी) । काटी गई सुरक्षा निधि की राशि निर्धारित समयावधि उपरांत वापस की जावेगी ।
42. गौण खनिज रायल्टी की राशि कलेक्टर जिला-बस्तर द्वारा निर्धारित दर पर प्रत्येक से रोकी/काटी जावेगी जिसे कार्य पूर्ण होने के उपरांत रायल्टी समाशोधन प्रमाण-पत्र प्रस्तुत करने पर वापस की जावेगी ।
43. निविदाकार द्वारा प्रस्तुत करें छः माह तक मान्य रहेंगी ।
44. निविदा सूचना एवं नियम शर्तों, अनुबंध का एक भाग होगा ।
45. क्यूरिंग हेतु पर्याप्त पानी की व्यवस्था ठेकेदार को स्वयं के व्यय से करना होगा ।
46. रु. 10.00 लाख से अधिक के कार्य में ठेकेदार को स्वयं के व्यय पर प्रत्येक कार्य के लिए साईट इंजीनियर रखना अनिवार्य होगा ।
47. किसी भी निविदा को बिना कारण बताएं स्वीकार अथवा अस्वीकार करने का अधिकार आयुक्त, नगर पालिका निगम के पास सुरक्षित है ।
48. ठेकेदार को अपनी दरें शब्दों एवं अंकों में लिखना अनिवार्य होगा । काट-छांट अथवा ओव्हर राइटिंग की हुई निविदा अस्वीकार की जावेगी ।
49. निर्माण कार्य में ईंट का उपयोग होने की स्थिति में उपलब्धता के आधार पर फ्लार्ड ऐश से निर्मित ईंट का उपयोग करना अनिवार्य होगा ।
50. प्लास्टिक अपशिष्ट का उपयोग रोड निर्माण के कार्य में किया जाना अनिवार्य है ।
51. निर्माण के दौरान सुरक्षा व्यवस्था सेफिट बेरेकेटिंग, सूचना बोर्ड आदि की पूर्ण व्यवस्था करना अनिवार्य होगा ।
52. निर्माण के दौरान किसी प्रकार की घटना, दुर्घटना होने तथा शासकीय एवं निजी सम्पत्ति की क्षति एवं जन/धन की क्षति की पूर्ण जवाबदारी निविदादाता/ठेकेदार की होगी ।
53. किसी भी विवाद की स्थिति में आयुक्त, नगर पालिक निगम, जगदलपुर का निर्णय अंतिम होगा । किसी भी कार्य को कम या अधिक करने का अधिकार आयुक्त, नगर पालिक निगम, जगदलपुर को होगा ।
54. ठेकेदार को निविदा शर्तों एवं छ.ग. राज्य कार्य मैनुअल तथा इस संबंध में समय-समय पर लोक निर्माण विभाग एवं नगरीय प्रशासन विभाग द्वारा जारी आदेशों/निर्देशों का पालन अनिवार्यतः करना होगा ।

55. निविदादाता को अनुमानित लागत से 10 प्रतिशत से कम निविदा दर होने पर सफल निविदादाता को निविदा दर एवं अनुमानित लागत के 90 प्रतिशत के अंतर की राशि के समतुल्य परफार्मस गारंटी के रूप में राष्ट्रीयकृत बैंक का एफ.डी.आर., पोस्टऑफिस टाईम डिपॉजिट, एन.एस.सी. जो आयुक्त नगरपालिक निगम के नाम से देय हो जमा करना अनिवार्य होगा । उपरोक्त राशि को जमा न करने की दशा में निविदा निरस्त कर दी जावेगी ।
56. निविदा सूचना में उल्लेखित तिथि को अवकाश होने की स्थिति में आगामी कार्यदिवस मानी जावेगी ।

निविदादाता के नाम एवं हस्ताक्षर

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.....

कार्यपालन अभियंता
नगरपालिक निगम, जगदलपुर

कार्यालय, नगर पालिक निगम, जगदलपुर (छत्तीसगढ़)

चेकलिस्ट

- 1- सक्षम श्रेणी ठेकेदारी पंजीयन का प्रमाण पत्र ।
- 2- जी.एस.टी.पंजीयन प्रमाण पत्र ।
- 3- पेन कार्ड की छाया प्रति ।
- 4- साझेदारी फर्म हो तो उसका प्रमाण पत्र एवं पार्टनरशीप डीड की प्रति
- 5- अमानत राशि का मूल एफ.डी.आर./टी.डी.आर. की मूल प्रति एवं एक छाया प्रति ।
- 6- निविदा प्रपत्र शुल्क राशि का डिमाण्ड ड्राफ्ट. की मूल प्रति एवं एक छाया प्रति ।
- 7- रु. 10.00 लाख से अधिक राशि के कार्य हेतु ठेकेदार को स्वयं के व्यय पर प्रत्येक कार्य के लिए साईट इंजीनियर नियुक्ति आदेश एवं इंजीनियर की सहमती पत्र ।
- 8- रु. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटराईज शपथ पत्र ।
- 9- टूल्स, प्लांट, मशिनरी की जानकारी जो कार्यपालन अभियंता स्तर के तकनीकी अधिकारी द्वारा सत्यापित प्रति जमा करना अनिवार्य होगा ।
- 10- कार्य की लागत का कम-से-कम 15 प्रतिशत राशि के बराबर मूल्य का बैंक साल्वेंसी जो बैंक के लेटर हेड में जारी दिनांक से 12 माह के अंदर हो निविदा के साथ एक सत्यापित प्रति जमा करना होगा ।
- 11- कार्य क्रमांक 04 में उल्लेखित कार्य हेतु छ.रा.वि.वि.कं.लि. में पंजीयन या एकीकृत पंजीयन में विद्युत कार्य का भी पंजीयन होना अनिवार्य है ।
निविदा में सम्मिलित होने वाले निविदादाताओं को उपरोक्त चेक लिस्ट में कंडिकानुसार एवं क्रमानुसार अभिलेख को स्वयं सत्यापित कर प्रस्तुत करना अनिवार्य होगा । जमा किये गये अभिलेख स्पष्ट एवं पठनीय होना अनिवार्य है अन्यथा निविदा पर विचार नहीं किया जावेगा ।

कार्यपालन अभियंता
नगर पालिक निगम,
जगदलपुर (छत्तीसगढ़)

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, ठेकेदारी का पंजीयन पत्र, जी.एस.टी. पंजीयन प्रमाण पत्र एवं अन्य प्रमाण पत्र की सत्यापित प्रति एवं रु. 100.00 के नॉन ज्यूडिशियल स्टॉम्प पेपर में संलग्न प्रारूप में नोटराईज शपथ पत्र प्रस्तुत आदि

लिफाफा "अ"

कार्य का नाम :-.....
 अमानत राशि रु.
 एफ.डी.आर नं. दिनांक

लिफाफा "ब" – लिफाफा में निविदा प्रपत्र "ए" में निविदा दर भरकर निविदा प्रपत्र 'ए' की मूल प्रति 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- **My / organization / company's partner / member's relative is not working in Municipal Corporation Jagdalpur, if it is found so, then I will not object to cancellation of my / our tender.**
- 2- **All documents and Informations furnished are correct in all respects to the best of my knowledge and belief**
- 3- **I have not suppressed or omitted any required/relevant information.**
- 4- **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)

कार्य क्र. 04 - मान एव. औ. आर. आयतम

OFFICE OF THE MUNICIPAL CORPORATION JAGDALPUR

CITY GROUND (FOOTBALL GROUND) DEVELOPMENT WORKS AT JAGDALPUR, (C.G.)
SITE DEVELOPMENT WORKS_ EXTERNAL LIGHTING ESTIMATE FOR FOOTBALL GROUND,

Non SOR Item

S.N.	AMOUNT (RS)	QTY	UNIT	RATE	AMOUNT
SUB HEAD-NSR:- NON SOR ITEM - ELECTRICAL, 2014					
1	<p>Supplying erection testing and commissioning of hot dipped galvanised (single dip 86 micron) 30 metre (27M Shaft+3M Head Frame) High mast pole on existing RCC foundation with all accessories and equipments, polygonal stadium mast designed at 47m/sec wind speed with head frame suitable for Mounting 22 nos. fixtures along with the necessary interconnection hardware and safety cage ladder arrangement. main detailed as below specifications:</p> <p>a) HM shaft made of not more than 3 sections of suitable lengths with telescopic stressfit joints between sections without any circumpherencial welding, Supply of Accessories for Manrider like Wire rope, Winch, Power tool, motor etc.</p> <p>b) Supply of Single dome aviation obstruction lights of LED type</p> <p>c) Hinged service door in base section</p> <p>d) Base plate earthing terminal.</p> <p>e) Suitable arrangement for supply distribution with termination of suitable size underground cable in high mast.</p> <p>f) Lightning conductor finial made of 25mm dia 300 mm long G.I.tube having single prong.</p> <p>g) Anchor plate of size 840x840x6mm, tem-plates 3mm thick, GI foundation bolts 16 Nos of 30 mm dia 850 mm long (EN 8 Grade) along with nuts washers etc.</p> <p>(RCC fooundation and luminaries will be paid separately)</p> <p>Make : Bajaj / Transrail / Skippers / Utkarsh / Valmount</p>				
	Lighting Mat for Main Ground	2.00	Each		
2	<p>Supply installation testing and commissioning of 350 Watt Led Flood light with high lux level suitable for high mast flood lighting of stadium.</p> <p>Manufacturer must have NABL accredited lab and must submit accreditation certificate to test the LED fixtures.</p> <p>Makes : Phillips / Schreder / Osram / Wipro</p>				
	For Lighting Mast, 20 nos. in each	40.00	Each		
			Sub-Total		

**NAGAR NIGAM / NAGAR PALIKA PARISHAD / NAGAR PANCHAYAT
DETAILED NOTICE INVITING TENDER (In FORM A,B,C)**

N.I.T. No :-

DATE

.....

1. Introduction

1.1 Tenders are invited in Form "A" with bid capacity online fromclass contractors of **registered in E-Registration (Single window registration applicable) under** Chhattisgarh Government for similar work on GoC e-Procurement System for the following work as per schedule of

rates for Road works issued by Eng.In.Chief PWD Raipur in force from 15.5.2013 , Building S.O.R. in force from 1.6.2009, ELECTRICAL S.O.R 15/04/2010, and amendments applicable up to date of issue of NIT and Item Rate. The tender documents can be purchased from the UADD. website <http://uadd.cgprocurement.gov.in> directly through online of the cost of tender form on or before date-up to 5:30-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 P.M. on date

Contractors have to submit **Registration Certificate, Earnest Money Deposit, Demand Draft of Processing Fees & Affidavit** in original in a separate Envelope and the same should reach the concerned office of the **Commissioner / Chief Municipal Officer Nagar Nigam/ Nagar Palika Parishad / Nagar Panchayat** before date up toP.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: -

(ii). Probable amount of contract :- Rs.

(iii). Amount of earnest money :- Rs.

(iv) Time allowed for completion months including/excluding rainy season (from 16th June to 15th October)from the date of written order to commence the work (Delete whichever is not applicable).

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/Municipalities Act 1961 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/ Chief Municipal Officer/Executive Engineer/Engineer incharge (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 ---**11.30**-A.M./P.M. at the office of the Commissioner/ Chief Municipal Officer/ Executive Engineer / Engineer in charge before the contractors or his authorized representative intending to be present

1.10All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Municipal Corporation/ Chief Municipal Officer.

"Received late on date..... at..... AM./ P.M. hence not entertained and returned"

1.11NOTES 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.

1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS

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

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

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" or "C "

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

- (a)Building Works :
- (b)Electrical Works :
- (c)Road Works :
- (d)Bridge Works :

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.

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

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

2.6Addition alteration and Non-Schedule items of works:- During the execution of the work there is likelihood of addition alteration in the items of work and also of such items of work, which do not find place in the Schedule of rates, referred to above in respect of percentage rate contracts (Form "A"), or such items which are not given in the schedule of items in respect of item rate contracts (Form 'B'), for which contractor has not quoted his rates.

Contractor will have to carry out these items of work

(i) for percentage rate tender (form A) - as provided in clause 13 the conditions of contract

(ii) for item rate tender (form B) -as provided in clause 13 of the conditions of contract

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/ Chief Municipal Officer of concerned ULB. valid for a period of-----months at least and further subject to appropriate verification by the Commissioner/Chief Municipal Officer of concerned ULB

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

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

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

3.4.1. Refund of earnest money:

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

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

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

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

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

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

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

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

(a)Income Tax clearance certificate **issued with in 12 months from the date of receipt of tender. OR**

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

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

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

CERTIFICATE

(on the letter head of the Bank)

On the basis of transactions/turn over in the account of _____

(Name and Address)

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

.....
.

This is without any prejudice and responsibility on our part.

Br Manager With seal of Bank

Place:

Date :

_____00_____

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

3.9. List of works In Progress: Tenderer must furnish a list of contracts already held by him at the time of submitting the tender, in the Department and elsewhere showing therein.

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

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

3.9.(3): The amount of solvency certificate produced by him at the time of enrolment in the department.

3.9.(4): Details of works where he withdraw his offer or did not-execute the agreement or where his contracts were rescinded in any department/organization (by whatever name these are called) of the Govt. of Chhattisgarh.

3.9(5): Tender submitted and wherever his offer is the lowest with details of work, contract sum & period mentioned for completion there in.

3.9(6): Other required documents

3.10 Relationship: The contractor shall not be permitted to tender for works in the Nagar Nigam/Nagar Palika/ Nagar Panchayat (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 Nigam/Nagar Palika/Nagar Panchayat, He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by Nagar Nigam/Nagar Palika/Nagar Panchayat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the Nagar Nigam/Nagar Palika/Nagar Panchayat.

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

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

4. Opening and acceptance of tender:

4.1: **Place and time of opening** : The tenders shall be opened at 11.30 AM or as suitable on the day subsequent to the dead line prescribed for receipt for tenders as per Para 1.1 above by the concerned Nagar Nigam/Nagar Palika/Nagar Panchayat in the presence of the tenderer or

their duly authorised agents who may choose to attend. The officer authorised to open the tender may depute another officer to open the tender under unavoidable circumstances. If that day happens to be a holiday, then it shall be opened on the immediate next working day at the same time and place.

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

4.3: Conditional tender are liable to be rejected

4.4 . **Canvassing:** - Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal to of his name from the register of approved contractors or penal action under section-8 of the C.G . Vinirdishtha Bhrastra Acharan Nivaran Vidheyak , 1982.

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

4.6.:The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distinct part thereof or by distributing the work between one or more tenderers, or reject the tender as a whole without assigning any reason. Such decision shall not be open to challenge in any forum or court of law.

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

4.7.1: In the event of withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the agreement as required by condition NO.8.1.1. of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work. In case of recall of tenders, in addition to 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 in **Annexure- D**

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

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

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

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

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

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

5.4.3 **Bricks:-** The contractor should use the bricks manufactured on the metric system, as for 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-incharge 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.

5.6. Specifications for road/bridge/culvert works.

The road / bridge / culvert works shall be carried out according to MORST&H specifications for road & bridge works/ Specifications for 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 Municipal Officer 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-----	
3.		

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

7. Miscellaneous Conditions

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

2.:The tenderer or supplier shall also submit the clearance certificate as provided under section 36 of Chhattisgarh Vanijyak Kar Adhiniyam.

7.1 Subletting: The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However such subletting in no case be more than 25 % of contract value. But if required can be increased up to 50(fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be

7.2 Taxes: The rate quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Govt. will perform such duties in regard to the deduction of such taxes at source as per applicable law.

However if “Service Tax” and cess on service tax or any other “New Tax” (not increase or decrease in existing tax, duties, surcharge, except royalty on minor mineral) is levied on the contractor either by Central Govt. or State Govt, then the Commissioner/Chief Municipal Officer shall reimburse the “Service Tax”and cess on service tax and or “New Tax” amount; on submission of proof of such payments by the contractor.

7.3 Minerals extracted for works carried out on behalf of the Government of India , from the quarries in possession of and controlled by the state Government is subject to payment of

Royalty by the contractor to whom it shall not be refundable. The Executive Engineer shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only)

7.4 Rules of Labour Camps: The contractor will be bound to follow the Chhattisgarh Model Rules relating to layout, water supply and sanitation on labour camps (vide Annexure-A) and the provision of the National Building Code of India work in regard to constructions and safety.

7.5 Fair Wages: The contractor shall pay not less than fair wages to labourers engaged by him during the contract period of the works (rules enclosed vide Annexure-B).

7.6 Work in the Vicinity: The Commissioner/Chief Municipal Officer 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/Nagar Palika/Nagar Panchayat 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.

7.11 Right to Increase or decrease work: The Engineer-in-charge reserves the right to increase or decrease within the scope of work any item of the work during the currency of the contract as per Provision given in clause (13) of the conditions of contract.

7.12 Time Schedule: The work shall be done by the contractor according to time schedule approved by the Engineer-in-Charge.

7.13 Time of Contract:- Time allowed for carrying out the work as entered in the N,I,T shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work after taking in to account the prescribed 15/30 days of preparatory period

7.14 Payment by Cheque: The payment will be made by cheques/e-payment only. No bank commission charges on realising such payments will be born by the Department

7.15 Transport of materials: The contractor shall make his own arrangements for transport of all materials. The Executive Engineer/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 ineffective, the contractor shall have no claim for any compensation on that account.

7.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.

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

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

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

7.17 Work 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 10crores 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/Chief Municipal Officer concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Commissioner/Chief Municipal Officer shall have to be appended IN the bills of the contractor.

8. SPECIAL CONDITIONS:

(i) To be inserted in the N.I.T of a particular work if found necessary in the interest of the work.

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

8.1 Agreement: -

8.1.1 Execution of agreement: The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate solvency certificate, if so required by the Commissioner/Chief Municipal 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 Nagar Nigam/Nagar Palika/Nagar Panchayat and tender being cancelled.

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

- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.
- (ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff
- (c) In case the contractor fails to employ the technical staff as aforesaid, the Commissioner/Chief Municipal Officer shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer / diploma engineer to employ another graduate engineer / diploma engineer subject to the conditions provided under 8.1.2 (a),(b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

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

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

8.2 Conditions applicable for contract:-

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

Following documents annexed with this N.I.T shall form an integral part of the contract document. Annexure- "A" : Model Rules relating to labour water supply etc.

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

Annexure-"C":

(a) Drawing (for buildings and Bridges)

(i) Site plan/location

(ii) Plan, 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 - "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 pollution. If possible, hand pump should be installed for drinking water from well. The well should be effectively disinfected once every month and the quality of water should be got tested at the public Health Institution between each work of disinfecting.
- 7. Bathing and Washing -** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. for washing and bathing. Proper drainage for the wastewater should be provided.
- 8. Waste Disposal -** (A) Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbin. The dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.
- 9. Medical facilities**
 - (A) Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary. If there are women in the camp, a whole time nurse Shall be employed.
 - (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with Dispensary and a part time Nurse/Midwife.

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

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

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

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

(2) For camps with strength over 500 persons one sweeper for every 100 persons above 1 st 500 for which 6 sweepers should be provided.

ANNEXURE - "B"
CONTRACTOR'S LABOUR REGULATIONS

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

Explanation

(a) "Fair Wages" means wages whether for time or piece works as notified during the period of execution of the works and where such wages have not been so notified the wages prescribed by the department in which the work is done.

(b) The contractor shall not with standing the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Labour Act, in force.

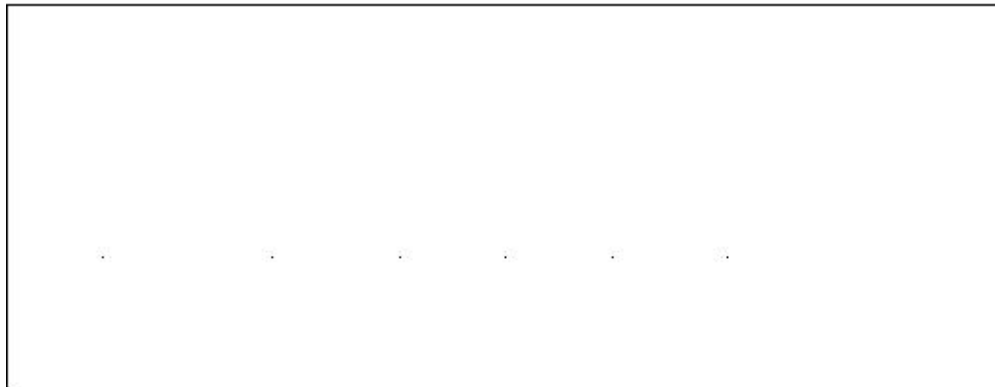
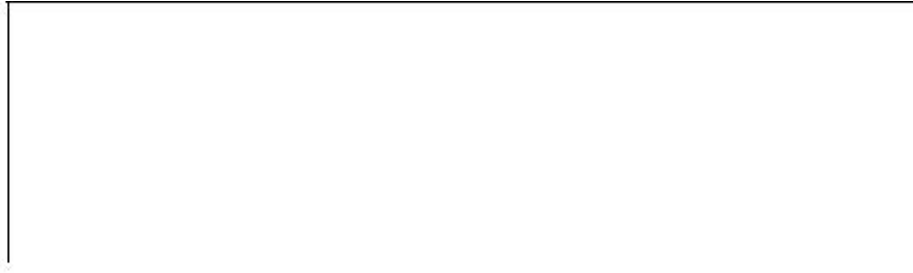
(d) The Commissioner/Chief Municipal Officer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the 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 component authority from time to time before commencement of work, and continue to have a valid license until the completion of the work.

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



ANNEXURE - C

- (a) Drawing (for buildings and Bridges)
- (v) Site plan/location
- (vi) Plan, Cross section and elevation, structural drawing, bar bending schedule etc.

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

“Attach Prints” N.A.

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				

the amount due and payable under this guarantee without any demur merely on demand from the Nagar Nigam/Nagar Palika/Nagar Panchayat stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nagar Nigam/Nagar Palika/Nagar Panchayat, by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreements or by reasons of the contractor (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, Howere our liability under this Guarantee. shall be restricted to an amount not exceeding

3. We undertake to pay to the Nagar Nigam/Nagar Palika/Nagar Panchayat any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We (.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the Nagar Nigam/Nagar Palika/Nagar Panchayat under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Commissioner/Chief Municipal Officer,, certified that the terms and conditions of the said agreement have been fully and

property carried out by the said contractor (s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor

(s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 9 months beyond the due

date of completion of the work) we shall be discharged from all liability under the guarantee.

5. We (.) further agree with the Nagar Nigam/Nagar Palika/Nagar Panchayat that the Nagar Nigam/Nagar Palika/Nagar Panchayat shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers excerciseable by Nagar Nigam/Nagar Palika/Nagar Panchayat, 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 Nigam/Nagar Palika/Nagar Panchayat, or any indulgence by the Nagar Nigam/Nagar Palika/Nagar Panchayat, to the said contractor (s) or

by any such matter or thing what so ever which under the lay 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 gurarantee during its currency except with the previous consent of the Nagar Nigam/ Nagar Palika/ Nagar Panchayat 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 if 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 (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR , in favour of the Commissioner/Chief Municipal Officer before singing the agreement .The same shall be refunded along with the normal S.D. after completion of the 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 the action shall be taken accordance with clause 3 of the agreement . In case the tenderer / Contractor refuse to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.

(2)If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the Commissioner/Chief Municipal Officer/Engineer in Charge 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 Commissioner/Chief Municipal Officer/Engineer incharge), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the Nagar Nigam/Nagar Palka/Nagar Panchayat .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 working in Nagar Nigam/Nagar Palika/Nagar Panchayat 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 **“targetvis-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 12 (Twelve) 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 12 (Twelve) month after actual completion.

If require, the Commissioner/ Chief Municipal Officer 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 Commissioner/ Chief Municipal Officer shall encash the B.G. before the expiry of the validity period.

(ii)The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons mentioned in such communication Officer/ Engineer in Charge to him.

at his own cost within such reasonable period notice from the Commissioner/Chief Municipal

(iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Commissioner/Chief Municipal Officer/Engineer in Charge to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"

(iv) After One years of completion of construction, Amount of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the Executive Engineer.

(v) Deleted

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

(5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Commissioner/ Chief Municipal Officer, 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 Commissioner/ Chief Municipal Officer shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.

(6) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.

{7} For Bituminous Road Works

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

(b) It shall be obligatory on the contractor to submit within one week of receipt of Bitumen, original first copy of Bitumen invoice(s) (meant for the Buyer/Customer) (not other copies meant for Storage, Transporter etc. etc.) to the concerned Division or Divisions and get the invoice duly stamped and see that suitable entry is recorded by the Division of its use with grade, quantity proposed to be used in particular contract agreements (s)/Division. On the original invoice the contractor shall have to write ".....

MT quantity or Bitumen of this invoices is proposed to be used in agreement No. of of ULB and quantity in agreement No. of of this or (other named) ULB in that ULB 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 Engineer in Charge there after shall countersign the same and submit the invoice(s) and shall cause the same to be photocopied and return the photocopy duly certified to the contractor. All original invoices shall be retained by the Commissioner/Chief Municipal Officer till the payments final bill. There after the contractor shall return the attested photocopies of all invoices and take back the original invoices of Bitumen.

(c) The contractor shall have to install hot mix plant as per clause 504.3.4 of MORTH specification 15 days before starting of bituminous work nearer to the site of work, so as to maintain the temperature of hot mixed materials at work site as per MORTH norms. In case of failure in installing the hot mix plant, it shall be treated as breach of contract and penalty shall be imposed under agreement clause 38

(d) "Contractor shall submit the certificate of availability with him (Owned or leased or by procurement against mobilization advances) regarding computerized hot mix plant, Sensor paver/mechanical paver, Vibratory Roller [for 50 mm 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, along with the E.M.D. envelope, otherwise tender will be disqualified while opening.

(8)The contractor has to fix reflecting information board, size 120 cms X 90 cms. One at starting point of the road and another from end point of the road describing the details of work as instructed by Engineer in Charge at his costs.

(9)In case of conflict between "General condition of contract- and the special condition" the terms of special condition s shall prevail.

SPECIAL CONDITION

1. In the event of withdrawing his/her after before the expiry of the period of validity of offer of failing to execute the agreement as required by condition No. 8.1.1 of the notice inviting tender (N.I.T) he/ she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of condition No. 4.7 and 8.1.1 of N.I.T as may be applicable for the work, the registering authority will demote the contractor/ firm for a period of one year. If the tenderer has committed a similar default of earlier occasion (s) as will, then such demotion in registration will be permanently.
This special condition will supersede anything contrary to it in the tender document.
2. Cess @ 1% (One percent) shall be deducted at source. From every bill of contractor by the Commissioner/Chief Municipal Officer under "Building and other construction for Workers Welfare, Cess Act 1996"
3. It is mandatory for the contractor (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 same to the concern Engineer in Charge, otherwise no payment will be made under the contract.
4. Contractors are advised to go through the Notice Inviting tenders & the tender/PQ/Bid Capacity 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.