कार्यालय नगर पालिक निगम, रायगढ़ (छ.ग.)

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क्रमांक 518 / जल वि. /न.पा.नि./2021 रायगढ़, दिनांक 31 /05/2021

–: द्वितीय भावपत्र आमंत्रण सूचना :–

नगर पालिक निगम रायगढ़ क्षेत्रान्तर्गत जल विभाग हेतु निम्न सामग्री की आवश्यकता है, जिसकी लागत राशि रू. 99,720.00/- रु. है।

अतः इच्छुक विक्रेता/प्रदायकर्ता निविदा प्रपत्र "स" नगर पालिक निगम, रायगढ़ की वेबसाईट uad.cg.gov.in/WWW. nagarnigamraigarh.com से निविदा प्रपत्र डाउनलोड कर पूर्ण रूप से भर कर निविदा प्रपत्र के साथ निर्धारित प्रपत्र शुल्क डी.डी. के साथ से दिनांक 08/06/2021 अपरान्ह 04:00 बजे तक स्पीडपोस्ट/पंजीकृत डाक से मुहर बंद लिफाफा कार्यालय में प्रस्तुत कर सकते है।

क्र.	कार्य का नाम	कार्य की लागत राशि(रु. में)	अमानत राशि रु.	निविदा प्रपत्र शुल्क	कार्य समयावधि
1	32 mm G.I. Pipe Confirming to code IS: 1239-2004 (Pt-1) G.I. पाईप 360 मीटर सामग्री प्रदाय।	99,720.00/-	1000.00/-	300.00/-	15 दिवस

नियम एवं शर्तें:–

1. निविदा प्रपत्र स्पीडपोस्ट/पंजीकृत डाक द्वारा ही प्राप्त किये जावेगें। अन्य किसी माध्यम से जैसे व्यक्तिगत या कोरियर आदि से भेजे गये निविदा स्वीकार नही की जावेगी। निर्धारित तिथि व समय के पश्चात प्राप्त निविदायें स्वीकार नहीं की जावेगी एवं न ही खोली जावेगी तथा वापस दी जावेगी डाक विलम्ब के लिए नगर पालिक निगम, रायगढ़ जिम्मेदार नहीं होगा।
2. पेन नम्बर के प्रति, GST नम्बर तथा मांग किये गये अन्य तकनीकी दस्तावेज, अमानत राशि टी.डी.आर. /एफ.डी.आर./एस.टी.डी.आर./डी.आर. के रुप में आयुक्त नगर पालिक निगम रायगढ़ के नाम से ही स्वीकार होगी। अमानत राशि के रुप में टी.डी.आर./एफ.डी.आर. 01 वर्ष पुराना मान्य नहीं होगा।
3. सशर्त निविदा मान्य नहीं की जावेगी।
4. नियम एवं शर्ते अनुबंध का एक भाग होगा।
5. किसी भी निविदा को बिना कारण बताए स्वीकृत/अस्वीकृत/निरस्त करने का अधिकार अधोहस्ताक्षरकर्ता के पास सुरक्षित रहेगा।
6. लिफाफे के उपर स्पष्ट रुप से कार्यालयीन भावपत्र क्र. लिखा होना चाहिए।

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

पृ. क्रमांक 518 /जल वि./न.पा.नि./2021 रायगढ़, दिनांक 31/05/2021

प्रतिलिपिः–

कार्यालय नगर पालिक निगम रायगढ़ के नोटिस बोर्ड में चस्पा हेतु।

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

Scanned by CamScanner

4. *Date of tender* .....

5. *Name of controctor* .....

6. *R/ No.* .....

FORM 'C'

TENDER AND CONTRACT FOR SUPPLY OF MATERIALS

GENERAL RULES AND DIRETION FOR THE GUIDANCE OF CONTRACTORS

1. All supplies proposed to be obtained by contractor will be notified in a form of Invitation to tender posted in public places and signed by the chief Municipal Officer.

The form will state the Supplies to be made, as well as the date for submitting and opening tenders and the time allowed for, carrying out the work. also the amount of the earnest money to be deposited with the tender and the amount of the security deposited to be deposited by the successful tender and the percentage, if any to be deducted. form bills. It will also state whether a refund of quarry fees, royalties, octroi duties and ground rents will granetd. Copies of specification and any other documents required in connection with work, signed for the purpose of the Chief Minicipal Officer during office hours.

2. In the event of the tender being submitted by a firm it must signed separately by each member threre of or in the event of the absence of any partener, it must be signed on his behalf by a person holding a power of attorney authorizing him to so such power of attorney should be produced with the tender and it must disclose that the firm is duly registerd under the Indian Partnership Act.

3. Any person who submits tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenderer who 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 short will be liable to rejection. No 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. Tenderer shall have to write the name and number of the work to which they refer written outsside the envelope.

4. The Chief Municipal Officer, or his duly authorized assistant will open tenders in the presence of any intending contractor who may be present at the time and will enter amount of the several tender in a comparative statement in a suitable form, Receipts for earnest money will be give to the all tenderer whose tenders are accepted and whose tender is rejected earnest money is reffundable on the day the tenders are opened.

5. The Chief Municipal Officer, Competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgment of payment by the chief Municipal Officer and the contractor shall be responsible procuring a receipt signed by the chief Municipal Officer or any other person duly authorized by him.

TENDER FOR THE SUPPLY OF MATERIALS

I/we hereby tender for the supply for the Government of Chhattisgarh of the materials, described the under mentioned memorandum according to the specification within the time specified and at ..... percent below/above the rates column No. 14 below subject to the conditions ..... annexed :-

Security deposit (including earnest mony) Rs. .....

Percentage if any to be deducted from bill Rs. .....

in (words) .....

Earnest Money Rs. ..... Security Deposit (including money) Rs. ..... Rs. Percentage if any to be deducted from bills Rs. ..... (in words) ..... Percent.

No. of Road	No. of Km.	Description on specification of materials to be supplied	Total-Qnty of each to be supplied	Place at Which to be delivered	Quantity delivered at All place	Date by which delivery at all place must be completed	Cost as per R.C.R.L.	
							Coll of Material	Blasting etc. to here necessary
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Stacking	Average Lead involved for the R.M.	Total Rate for K.M.	Unit	Total cost each article including of delivery at site	Remarks
(10)	(11)	(12)	(13)	(14)	(15)

This Percentage where no security deposit is taken will vary item 5

Should this tender accepted I/we hereby agree to abide by and fulfil the above specification and other conditions of contract annexed here to default-there of to forfeit and pay to the Government of Chhattisgarh or his successors the penalties sums of money mentioned in the conditions.

The sun of Rs. ..... in currency notes is here with forwarded as earnest money the full value of which is to absolutely to the said Governor of his successors without prejudice in any other rights or remedies of said Governor or his successors should I/we fail to commence supply of the materials specified in above memorandum or (a) should I/we not deposit the full amount of security in accordance with clause 1 (A) of the conditions of contract otherwise the said sum of Rs. .....

Shall be retained by Government on account of the security deposit in clause : B. of the said conditions of Contract.

.....

Signature of Witness to Signature of Tenderer

Address .....

.....

.....

Date the ..... 20 .....

.....

Signature

Address .....

.....

.....

Date the ..... 20 .....

The above tender is hereby accepted by me on behalf of the Government of Chhattisgarh.

Dated ..... 20 .....

.....

Signature of the Officer by
Whom the tender is accepted.

CONDITIONS OF CONTRACT

Clause I. The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context, include his excutors, administrators, representative and assigns), shall (A) (within one day for a contract of Rs. 1000 or less two days for one of Rs. 2000 of less and so on, up to a limit of the days of the notification of the acceptance of his tender deposit with the Chief Municipal Officer (in cash or Government securities endorsed in the name of Chief Municipal Officer (if deposited for more than 12 months a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender on (B) present Government at the time making any payment to him for work done under the contract to deduct such as will (with the earnest money deposited by him) amount to ..... percent of all moneys so paybable, such deductions to be held by Government by way security deposit provided always that in the event of contractor depositing a lumpsum by way of security as contemplated at (A) above, then and in such case if the sum so deposited shall not amount to ..... percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ..... Percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under theterms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or any sums which may be due may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale aforesaid the contractor shall within ten days therafter make good in case Government securities encomed as a aforesaid any sum which may have been deducted form or raised by sale of his security deposit or any part thereafter the security deposit referred to when paid in case may at the cost of the depositor be converted into interest into interest bearing securities provided that the depositor has expressed desired this in writing.

1. The time allowed for the supply of materials as entered in the tender shall strictly observed by the contractor and shall be recorded from the date on which the commence supply of materials is given to the contractor. The supply of materials shall throughout the stipulated period of the contract be proceeded with, all the dilingnce (time being deemed to be of the assence of the contractor) and the contractor shall pay as liquidated damages an amount of equal to one one percent or such smaller amount as the Chief Municipal Officer may decide on the amount of estimated cost of the whole of the materials as shown in tender for every day that supply remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the supply ofmaterials the contractor shall be bound in all cases in which the time allowed for any supply of material exceeds one month to complete one fourth of the whole of the supply befor one fourth of the whole time allowed under the contract has ceased one half of the supply before event of the contractor failing to complete with this conditions shall be liable to pay as liquidated damage an amount equal to one percent of such after, amount as the Chief Municipal Officer may decide on the said estimated cost of the materials or every day that the due quantity of supply temains incomplete provided always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed ten percent on the estimated cost supply of materials as shown in the tender.

: Strike out (A) if on each security. is to be taken Strike out (b) if any security deposit is taken.

: Strike out (A) or (B) as the case may be.

: This will be the same percentage as that in the tender.

The amount will be the same percentage (not exceeding two percent) will be fixed in every case to suit requirement e. g. it is fixed as I percent and the security deposit only amount to 6 percent of the estimated cost if work than 3 percent should be deducted from every payment if the percentage is fixed at 10 percent and the security deposit only amount to 6 percent

consecutive day, Chief Municipal Officer shall have power either to annual the contract altogether or have the supply completed without notice at the contractor's risk expense, as he may been suited interest of Government and the contractor shall have no claim to compensation for loss that he may incur in any way.

4. If the contractor shall be hindered in the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Chief municipal Officer who shall if in his opinion (which shall be final) reasonable grounds be shown therfor, authorize such extension for a period not exceeding three months, any further extension shall be subject to the pervious Sanction of the S.E. of the Engineering Cell of the Directorate of Local Bodies.

5. The contractor shall have give notice to the Chief minicipal Office (hereinafter called the Engineer-incharge) of his intension of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the chief municipal Officer or his assistant and no material will be considered as delivered until so approved.

6. The Engineer-in-Charge shall have power to make any alterations or omissions from additions to or substitution for the supply materials as specified in the tender, which may appear to him to be necessary during the progress of the supply and the contractor shall be bound to carry out supply in accordance such instructions as may be given to writing signed by the Engineer-in-Charge and such alteration, omission, additions or substitutions shall not invalidate the contractor, and any additional, altered or substituted supply which the contractor may be directed to make as he before provided as part of the supply under his contract shall be carried in the contractor on the same conditions in all respects as are herein contained and at the same rates as or specified in the tender. The time for the completion of the supply shall be extended to that the proportions that the altered, additional or substituted supply bears to the original supply contracted for and certificate of the Engineer-in-Charge shall be conclusive as to such proportion and if the altered, additional or substitute supply includes any loss of supply for which no rate is specified in this contract than such class of supply shall carried out at rate district which was no force at the contrived, provided that which the tender for the original supply is a percentage below/above at the said schedule or rates the altered, additional or substituted or supply required shall be chargeable at the said schwdule or rate minus/plus the same percentage deduction/addition/and such class of supply in form the Engineer-in-charge of the rate which it is intention to chrge for such class of supply and if the Engineer-in-Charge does not agree to this rate, he shall be notice in writing at liberty to cancal his order to out such class of supply and arrange to carry it out in such manner as he may consider adversely, provided always that if the contractor shall commences supply incur any expenditure in regard there to befor the rates shall have been determine as lastly nerervind a gaslly here in befor mentioned of than and cancel in such cash he shall only be entitid to be paid in respect of the supply carried out or expenditue by him autor to the date the detrmation rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge, in the event of a dispute the deduction of the S.E. of the Local Bodies shall be final.

7. If at any time after execution of the contract documents the Engineer-in-Charge shall for any reason whatsoever require the whole or past of the supply as specified in the tender to be stopped for any period or shall not require the whole or part of the supply to be carried out he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the totally not partially as the case may be in any such case any payment or compensation whatsoever on account of any profit, or advantage which he might have derived from the axecution or the supply infull but which he did not so derive consequences of the full supply not having been allowed for be carried out or on account of any that he may be put to account of materials purchased to be purchased or for the payment of labour required by him he shall not also have any claim for compensation by reason of any alterations having made in the original specification, location of work, question and instructions which may in novel any curtailment of supply as Orin ally content lated. when however materials have already been purchased or greed to purchased by contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge provided they are be put to in respect of materials agree to be purchased by him the amount of such compensation to be determind by the Engineer-in-Charge whose decision shall be final. If the stoppage supply of has been ordered under this clause, the contractor shall on application, be entiled to such compensation on account of labour as the Engineer-in-Charge whose decision shall be finally may consider reasonable provided that the contractor shall not be entitled or any compensation on account of labbour court have been employed by the contractor elsewhere for the period during the stoppage of supply has been ordered as foresaid.

8. On the completion of the delivery of the materials the contractor shall be furnished with a certificate to that effect by the Engineer-in-Charge, but the deliver will not considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or apaced in such position as may be pointed out to him.

9. Payment will ordinarily be made once a month to the extent or the quantity delivered each month but all such pay made shall be considered as payment on account be final bill for the complete supply.

10. The materials shall be of the best description and in strict accordance with specification and the contractor shall payment for such materials only as are approved and passed by the Engineer-in-Charge.

11. In the event of the materials being considered by the Engineer-in-Charge to be inferior to that described in the specification, the contractor shall on demand in writing forthwith remove the same at the own expense and cost and in the event of his neglecting to do so within same period as may be ordered by the Engineer-in-Charge the officer may have such rijected materials removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the contractor.

12. Receipt for payment on account at a work, when executed by firm must also be signed by several partner except where the contractors are described in the tender as a firm, in which case the receipt must be signed in the name of the firm by or of the partners of by some person having authority to give official receipts.

13. If the contractor or his work pepole or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, encloser, water pipes, cables, electric or telephone posts or wires, wires, trees, grass or grassland or cultivated ground the contractor shall make the same good at his ownexpense or in default the engineer-in-Charge may cause to make good by other workman and deduct the expense (of which certificate of the Engineer-in-Charge shall be final) from any sum that may be due at time thereafter may become due to the contractor or from his security deposit or the proceed of sales there of sufficient portion there of.

14. under no circumstance whaterver shall the contractor be entitled to any compensation from Government on any acoount unless shall have submitted a xlaim in writing to the Engineer-in-Charge within one month of the case of such claim occurring.

15. In every case in which by virtue of the provision of section 12, Sub section (1) of the workmen's compensation Act 1928 Government are obliged to pay compensation to workman employee by the contractor in execution of the work. Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rigth of Government under Section 12, section (2) of the said Act. Government shall be at liberty to recover such amount or any part there of by deducting from the securty deposit or from any sum due by Government to the contractor whether under this contract Government shall not bound to compensate 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 going to Government full security for all for cost for which Government might become liable in consequnces of contesting such claim.

16. The contractor shall supply at his own expense tools, plant and implements required for the fulfillment of his contract and materials shall remain at his till the date for final unless it shall have been in the meantime removed for use by the Engineer-in-Charge.

17. No materials shall be brought site or delivered on Sunday without the written permission of the Engineer-in-Charge.

18. The contractor must not be sublet without the written permission of the Chief Municipal Officer in the event of the contractor subletting his contract without such permission, he shall be considered to have committed a breach of contract shall forfeit his security deposit and have no claim for any compensation for any loss that may occur from the materials he may have collected or engagement entered into.

19. The decision of the Superintending Engineer of the Engineering cell of the Directorate of Local Bodies for the time being shall be final, conclusive nd binding on all the contractor upon all question relating to the meaning of specification hereinbefore mentioned and as to the quality of materials or as to any other questions claim right matter or thing whatsover in any way arising out of relating to the contract specification instructions, orders of these conditions or amendment thereof.

20. On the breach of any or condition of this contract by the contractor the said Governor shall be entitled or forfeit the security deposit or the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Governor to recover any further sum as damages from any sums due or which may become due contractor by the Government or otherwise whatsoever.

21. If Government declare a state of scarcity or this famine to exisit in any village situated within 10 miles of the work the contractor shall employ upon parts of the work as are suitable for unskilled labour any person certified to him by the Chief Municipal Officer or any person to whom the Chief Municipal Officer may have delegated this in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum tationd of this clause shall be by the Government whose decision shall be final binding in the contractor.

22. All quarry fees, royalties, control duties and ground for stacking materials, if any should be paid by the contractor.