

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

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क्रमांक...~~87~~... / वि.वि. / न.पा.नि. / 2021


रायगढ़, दिनांक 9/04/2021

## —: निविदा आमंत्रण सूचना :-

नगर पालिक निगम, रायगढ़ विद्युत विभाग द्वारा निम्नानुसार वर्णित कार्य हेतु पंजीकृत ठेकेदार/अधिकृत विक्रेता से निविदा प्रपत्र "एफ" 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 माध्यम से दिनांक 30/04/2021 अपराह्न 04:00 बजे तक स्पीडपोस्ट/पंजीकृत डाक से मुहर बंद निविदाएं त्रि-लिफाफा पद्धति से आमंत्रित की जाती है। प्राप्त निविदाएं उसी दिन अपराह्न को सायं 04:30 बजे उपस्थित निविदाकारों अथवा उनके अधिकृत प्रतिनिधियों के समक्ष खोली जावेगी।

क्र.	कार्य का विवरण	कार्य की लागत राशि (लाख रु. में)	अमानत राशि रु.	निविदा प्रपत्र शुल्क	कार्य समयावधि
1.	कलेक्ट्रेट गार्डन में म्यूजिकल फाउण्टेन मरम्मत/फिटिंग कार्य।	05.55/-	5500.00/-	750.00/-	15 दिवस

संलग्न:- नियम एवं शर्तें।

  
09.04.21

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नगर पालिक निगम  
रायगढ़ (छ.ग.)

पृ. क्र. ~~87~~ / वि. वि. / न.पा.नि. / 2021

रायगढ़, दिनांक 9/04/2021

प्रतिलिपि :-

1. महापौर/सभापति/नेता प्रतिपक्ष, महोदय नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
2. कार्यपालन अभियंता नगर पालिक निगम, रायगढ़ को सूचनार्थ।
3. प्रभारी विद्युत सदस्य (MIC) नगर पालिक निगम रायगढ़ को सादर सूचनार्थ।
4. कार्यालय नगर पालिक निगम रायगढ़ के नोटिस बोर्ड में चस्पा हेतु।

  
09.04.21

आयुक्त  
नगर पालिक निगम  
रायगढ़ (छ.ग.)

—:नियम एवं शर्तें :-

01. निविदा प्रपत्र नगर निगम रायगढ़ की वेबसाईट [uad.cg.gov.in](http://uad.cg.gov.in) / [www.nagarnigamraigarh.com](http://www.nagarnigamraigarh.com) से निविदा प्रपत्र फॉर्म F को डाउनलोड कर निर्धारित मूल्य का डिमांड ड्रॉफ्ट जो आयुक्त नगर पालिक निगम रायगढ़ के नाम से देय हो, संबंधित कार्य का नाम, पूर्ण पता, विवरण सहित भरकर भेजना होगा।
02. निविदा त्रि-लिफाफा पद्धति से मान्य किया जावेगा जो निम्नानुसार है :-
  - (i) प्रथम लिफाफा अधिकृत डीलर प्रमाण पत्र, पेन नम्बर के प्रति, GST नम्बर तथा मांग किये गये अन्य तकनीकी दस्तावेज के साथ निर्धारित अमानत राशि टी.डी.आर./एफ.डी.आर./एस.टी.डी.आर./डिमांड ड्रॉफ्ट/बैंकर्स चैक तथा निर्धारित प्रपत्र शुल्क डिमांड ड्रॉफ्ट/बैंकर्स चैक के रूप में जो कि आयुक्त, नगर पालिक निगम रायगढ़ के नाम से देय हो, देना होगा।
  - (ii) द्वितीय लिफाफे में निर्धारित निविदा प्रपत्र पूर्ण रूप से तथा दर को अंको एवं शब्दों में स्पष्ट रूप से भरकर देना होगा। प्रथम लिफाफा सही पाये जाने पर ही द्वितीय लिफाफा खोला जायेगा।
  - (iii) तृतीय लिफाफे में प्रथम लिफाफे एवं द्वितीय लिफाफे को रखकर सीलबंद कर, स्पीड पोस्ट/पंजीकृत डाक के माध्यम से निर्धारित समयावधि में भेजना होगा।
03. प्रमुख अभियंता लोक निर्माण विभाग रायपुर द्वारा जारी पंजीयन प्रमाण पत्र वर्ग 'D' या उच्च वर्ग लायसेंस के जीवित पंजीयन की प्रमाणित सत्यप्रतिलिपि प्रथम लिफाफा में देय होगा।
04. कार्य को कुशलता पूर्वक किये जाने हेतु फाउण्डेशन स्थापना/मरम्मत कार्य, समतुल्य राशि या अधिक का कार्य छ.ग. राज्य अंतर्गत किये जाने का अनुभव होना चाहिए।
05. निविदाकर द्वारा निविदा दर समस्त करों सहित उल्लेखित की जावे। नगर पालिक निगम रायगढ़ द्वारा स्वीकृत निविदा दर के अतिरिक्त किसी भी प्रकार का भुगतान नहीं किया जावेगा।
06. निर्धारित समयावधि में इकरारनामा नहीं करने पर आयुक्त नगर पालिक निगम रायगढ़ द्वारा निविदा निरस्त किया जा सकेगा एवं अमानत राशि राजसात कर नियमानुसार कार्यवाही की जावेगी।
07. कार्य प्रारंभ नहीं करने या अपूर्ण स्थिति में छोड़ने पर निगम द्वारा निविदाकार को आगामी 06 माह के लिए किसी भी निविदा में भाग लेने से प्रतिबंधित किया जावेगा।
08. नियम एवं शर्तें अनुबंध का एक भाग होगा। सशर्त निविदा स्वीकार नहीं की जावेगी।
09. किसी भी निविदा को बिना कारण बताए स्वीकृत/अस्वीकृत/निरस्त करने का अधिकार अधोहस्ताक्षरकर्ता के पास सुरक्षित रहेगा।
10. कार्य के संबंध में नगर पालिक निगम अधिनियम एवं छ.ग. भण्डार क्रय नियम 2002 के प्रावधान समान रूप से प्रभावशील एवं बंधनकारी रहेंगे।

  
09.04.21

आयुक्त  
नगर पालिक निगम  
रायगढ़ (छ.ग.)

**APPENDIX – 38**

Chapter – II

( SEE PARAGRAPH 2,091 )

**( SEE PARAGRAPH 380 )**  
**FORM “F”**

**TENDER FOR A LUMP SUM CONTRACT**

I/We do hereby tender to execute the whole of the work described in the drawing nos.  
 ..... and according to the annexed specification signed by  
 ..... and dated ..... For the sum of Rs.  
 ..... And should this tender be accepted.

I/We do hereby agree and bind myself / ourselves to aboide by an fulfil all the conditions annexed to the said specification or in default there of to the forfeit and pay to the Commissioner of Municipal Corporation Raigarh The Penalties as of sums of money mentioned in the said conditions, viz.

Dated .....

Witness : Tenderer's Signature .....

Address : Address .....

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

To be expressed in words and figures.  
 SECURITIES

Name & Address	Occupation or Profession.	Remarks
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## CONDITIONS OF CONTRACT

1. The person (s) whose tender may be accepted ( here in after called the contractor (s) shall within ten days of the receipt by him / them of the notification of the acceptance of his their tender deposit with the Executive Engineer , a sum equal to eight percent to the sum specified in the tender either in case of Government securities endorsed to the E.E. ( if deposited for more than 12 months ) All damages to be borne or other sums of money payable by the contractor (s) of the Governor of C.G. under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his / their security deposit or from the interest arising there from , or from any sums which may be due or may become due to the contractor (s) by the Government of C.G. on any also what-so ever in the event of his their security , deposit being reduced by reason of any deduction or sale as aforesaid or by reason of the forfeiture under clause 13 , the contractor (s) shall within ten days thereafter make good in cash of Government securities endorsed as aforesaid any sum or sums which may be necessary to make the amount of deposit equal to eight percent of the sum specifies in the tender.

The contractor(s) is/are to provide every sort and kind [ with the exception noted in the schedule attached ] which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together , which are to be signed by the Executive Engineer ..... [ Hereinafter called the Executive Engineer and the contra tors ] whether the same may or may not be particularly decided in the specifications or shown on the drawings , provided that the same are reasonably and obviously to be inferred there from and in case any dissonancy between the drawings and the specifications the Executive Engineer , is to decide which shall be followed.

2. The contractor (s) is / are to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the Progress of the works to amend on the requisition of the Executive Engineer any errors which may arise there in and provide all the necessary labour and materials for so doing . The contractor [s] is / are to provide all plant. Labour and materials [ with the exceptions noted in the schedule attached ] which may be necessary and requisite the works, All materials and workmanship are to be the best their respective kinds , The contractor (s) is / are to leave the in all respects clean and perfect at the completion there of.

2. [a] I respect of all bearings , hinges , or similar parts intended for use in the superstructure of any bridge , the contractor shall , whenever required in the course of manufacture , arrange and affoord all facilities for the purpose of inspection and test of all or any of the these parts and the materials used therein , to any officer of the Directorate of inspection of the Ministry of works production and supply of the Govt. of india and such bearings , hinges or similar parts shall not be used in the superstructures of any bridge except on production of certificate of acceptance there of from the Directorate of inspection. All inspection charges will be payable by the contractors ( this clause may be struck off if tender is not foridge work )

3. Complete copies of the drawings and specification signed by the Engineer are to be furnished by him to the contractors [s] for his/their own use and the same or copies there of are to be kept on the buildings in charge of the contractor (s) agent who is to be constantly kept on the ground by the contractors and to whom instructions can be given by the Executive Engineer , The contractor (s) is/are not to sublet the works on any part there of without the consent in writing of the Executive Engineer.

4. The Executive Engineer , is to have at all times access to the works which are to be entirely under his control. He may require the contractor (s) to dismiss any person in the contractor (s) employ upon the works who may be incompetent or misconduct himself and contractor (s) is are forth with to comply with such requirements.

5. The contractor(s) is / are not to vary or deviate from drawings or specification or execute and extra work of any kind whatsoever unless upon the authority of the Executive Engineer to be sufficiently shown by any order in writing by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him , In cases of daily labour all vouchers for the same are to be delivered to the Executive Engineer or the Officer – in – charge atleast during the week following that in which the work. May have been and only such day work is to be allowed for as such as may have been authorised by the Executive Engineer to be so done unless the work can not from its character be properly measured and valued. The drawings in respect in respect of which this contract is drawn up provide for a min depth of foundations for good soil. Any extra depth with be measured as an extra with the foundations trenches have been opened up and will be paid for in addition to the sum contracted for the completed work.

6. Any authority given by the Executive Engineer for any alternations or additions in or to the works is not to vitiate the contract but all addition omissions or variation in carrying out the work are to be measured and valued and certified by the Executive Engineer and add to or deducted from the amount of contract as the case may be at rates in force in the P.W.D. Chhattisgarh In such cases in which rates do not exist the Superintending Engineer will fix the rates to be paid.

7. All work and materials brought and left upon the ground by the contractor (s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the Governor of Chhattisgarh and the same are not to be removed or taken away by the contractor (s) or any other persons without the special licence and consent in writing of the Executive Engineer but the Governor of Chhattisgarh is not to be in any way answerable for any loss or damages which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

8. The Executive Engineer has full power to require the removal from the premises of materials which in his opinion are not in accordance with the specifications and in case of default the Executive Engineer is at liberty to employ other person to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power to require other proper materials to be substituted and in case of default The Executive Engineer may cause the same to be supplied and cost which may attend such removal and substitution are to be borne by the contractor (s) .

9. If in the opinion of the Executive Engineer any of the works are executed with improper materials or defective workmanships the contractor (s) is / are when require by the Executive Engineer forthwith to re-execute the same and to substitute of the proper materials and workshop and in case of default of the contractor (s) in so doing within a week the Executive Engineer is to have full power to employ other persons to re-execute work and the cost there at shall be borne by the contractor (s) .

10. Any defects shrinkage or other faults which may appear within six months from the completion of the building , arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor (s) at his / their own cost unless the Executive Engineer shall decide that he / they ought to be paid for the same and in case of default the Governor of Chhattisgarh may recover from the Contractor (s) the cost of making good the work.

11. From the commencement of the works to the completion of the same they are to be under the contractor (s) charge. The contractor (s) is/are to be held responsible for and to make good all injuries damages and repairs occasioned or redereed necessary to the same by fire or other causes and they are to hold the Governor of Chhattisgarh harmless from any claims for injuries to persons or for structural damages to proppened from any neglecr default want of proper care or misconduct on the part of the contractor (s) or of any one in his/their employ during the execution of the works.

12. The Executive Engineer is to have full power send workman upon the premises to execute fittings and other work not included in the contract for whose operations the contractor (s) is/are to afford every reasonable facility during ordinary working honrs provided that such operations shall be carried on in such a manner not to impade the progress of the work included in the contract but the contractor (s) is/are not be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

13. The works comprised in this tender are to be commended immediately upon receipt to the order of commencement given in writing by the Executive Engineer when possession Of the site can be the whole work including all such additional & variation as afore site ( but excluding such if any have been post poned by an order from the ( Executive Engineer ) shall completed in every respect with ----- month from the date of issue of the aforesaid order and if from the case of the Executive Engineer or his staff and except as here after provided the whole of such work shall not be finished satisfaction of the Executive Engineer within the said period , the controcter (a) shall forfeit to the governor of Chhattisgarh from his their security deposite by way as certained and liquidated damage for each damage for such default and not by way of as of panelty the sum of Rs. ----- per day the sum will vary according to the requirement of the case but shall be not case exceed ½% of the total value of work ) for vary complete day of such default provided that the entire and of damage to be forefieted under the provision of the his clouse shall not exceed then percent on the estimate value of the whole work as shown in the tender .

Provided never the less that the contractor (s) shall will be opinion that he is / the are entitled to any extension of time of account of the work being altered varied or added to or on account of any deley by reason of any inclement whether on causes not under the control the contractor ( S) in consequence of order to that effect from the Executive Engineer him self which order the Executive Engineer is herebe empowered to given them in any or either of such afore said period for final completion by such period as the shell deem responsible and the contractor (s) shall not be entitled to any extension of time unless he/they shall within three days after the happing of the event in respect of which he/they shall consider himself /themselves entitled to any extension give to the Executive Engineer written notice of such claim any extension of time of the ground or ground of the amount there of unless any cases of Executive Engineer shall in his direction dispense with suvh notice and certified for the an extension of time . Nevertheless and in cases of any extension of the time the aforesaid provision with amount foe damage in default of due completion shall apply i case of non completes of the work within the extended time provided that the contractor (s) shall not be entitled to any extension of time of respect of the extra work involved in the extra depth of foundation mentioned in clause 5 .

14. If the contractor (s) shall become bankrupt or completed with are any make any assignment for benefit of his/ their creditors or shall suspended or delay the performance of his/ their part of the contract ( except on a.c. of causes mentioned in clause 13 or in consequence of not having proper instruction for which the contractor (s) have duly applied ) the Executive Engineer may give to the contractor (s) of his their assignee or trustee the case may be

notice requiring the work to be proceed with and in case of default on the part of the contractor (s) or it shall be lawful for the Executive Engineer to enter upon and take possession of the work and employ any other person or persons to carry on and complete the same and to authorize him or them to use the plants, materials and property of the contract upon the work and the post and Charges incurred in any way incurring on and completing the said works are to be the E.E. by the contractor (s)

15. The contractor (s) shall be paid on the completion of each calendar month coming from the ----- sum of 90% of the total value of work done ----- since the last payment according to the certificate of the Executive Engineer . When the work shall be completed the contractor (s) is are to be entitled to receive one moiety of the amount remaining due according to the best estimate of the same that can be made and the contractor (s) is, are to be entitled to receive the balance of all moneys due or payable to him/ them under by the virtue of the contract within 6 month from the completion (s) from his/ their liability under the provision of clause 10 whether or not the same be notified the Executive Engineer at the time of subsequently to the granting of any such certificate .
16. A certificate of the E.E. or an awards of the reference here in after referred to as case may be showing the final balance due or payable to the contractor (s) is to be conclusive evidence of the work having been duly completed and that the contractor is, are entitled to receive payment of the final , but without prejudice the liability of the contractor (s) under the provision of clause 10.
17. provided always that in case any question , dispute or deference shall arise between the E.E. and the contractor (s) as to what additions , if any ought in fairness to be made to the amount of the contract by reason of the being delayed through no fault of the contractor (s) or by reason or an account of any direction or requisition of the E.E. involving increased cost to the contractor (s) beyond the cost properly attending the carrying out of the contract according to the duly completed or as to the construction of these present or as to the work having been under or out of his contract , excepts as to matters left during the progress of the work to the sole decision or requisition of the E.E., Under clause Nos, 1,4,8 and 9 or in case the contractor (s) shall in case he shall with hold or not give any certificate of the E.E, under clause 6 or under the provision in clause 13 or in case he shall with hold or not give any certificate to which he/ they may be entitled or is to the right of the contractor (s) to receive any compensation or is to the amount of such compassion payable to him/ them under clause 18 then question , dispute or deference or such certificate of the value or matter which should be certified , as the case may be , is to be from time to time submitted to the arbitration composed of one arbitrator nominated by the contractor (s) and an arbitrator by the E.E./S.E. . In the event of a disagreement between the arbitrator on any matters such matters or matters shall be referred to on umpire to be nominated by the C.E. and the awards of such arbitrator or the umpire is to be final and where necessary to by equivalent to a certificate of the E.E. and the contractor (s) is/ are to be paid accordingly.
18. If at any time before or after the commencement of the work ,Government C.G. shall for any reason whatsoever :-
  - (A) Cause alteration , omissions or variation in the drawing and specification involving any curtailment of the work as originally contemplated ; or
  - (B) Not required the whole work as in the tender to be carried out .

The contractor (s) shall have no claim to any payment compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/ they did not derive in consequence of the curtailment of the works by reason of alteration omission or variations or in consequence of the full amount of the works not having been carried out .

But the contractors (s) shall be entitled to compensation for any lose sustained by him/them by reason of his/ their having punched or procured any materials or entered in to any engagements or made any advance to labor or taken any other preliminary or incident measure on account of or with a view to the execution of the works or the performance of the contract .

Dated .....

Signature of Contractor

Dated .....

E.E. ....  
Municipal Corporation Raigarh