

**MUNICIPAL CORPORATION, RAIPUR**  
**OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION**  
**e-Procurement Tender Notice**

Main Portal: <http://cgeprocurement.gov.in>  
UADD Portal: <http://uadd.cgeprocurement.gov.in>

SYSTEM TENDER NO: **6264** NIT NO: **-253, EE/Filter Plant/15, RAIPUR, Dated 31/01/2015**  
Online bids are invited for the following works of works up to **02/03/2015 at 17:30 hours.**

<b>Name of Work/Description of Item :</b>	<b>Supply of 900 Kg liquefied chlorine gas in each tunner including Loading unloading - 200 Nos.</b>
<b>Probable Amount of Contract :</b>	<b>Rs. 42,00,000 /-</b>

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <http://cgeprocurement.gov.in> on Sub Portal of Municipal Corporation through Urban Administration and development Department. <http://uadd.cgeprocurement.gov.in> from **02/02/2015 at 17.30 Hours.** (IST) on wards.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

**NOTE: -**

1. All eligible/interested contractors are mandated to get enrolled on e-Procurement portal (<http://cgeprocurement.gov.in>)
2. Contractors can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. **Help Desk** at "Saket" B-31, Shailendra Nagar Raipur or through Email ID [raipur@nextenders.com](mailto:raipur@nextenders.com) Phone No. 0771-4079400

**EXECUTIVE ENGINEER**  
**FILTER PLANT NAGAR NIGAM**  
**RAIPUR (C.G.)**

Endt No. RAIPUR

Dated:

1. ....
2. ....
3. ....
4. Notice Board.

**EXECUTIVE ENGINEER**  
**FILTER PLANT NAGAR NIGAM**  
**RAIPUR (C.G.)**

**MUNICIPAL CORPORATION, RAIPUR**  
**OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION**  
**Short Notice Inviting Tender**

Executive Engineer, Raipur Municipal Corporation invites Online lump sum Tenders on behalf of Raipur Municipal Corporation in **form C** from Authorized Dealer/Firm experience Registered with central Government/CG Government/Municipal Corporation/Public undertaking for similar work on GoC e-Procurement System (<http://cgeprocurement.gov.in>) through Sub Portal <http://uadd.cgeprocurement.gov.in>

(1)	Name of work	-	<b>Supply of 900 Kg liquid chlorine gas in each turner including Loading unloading - 200 Nos.</b>
(2)	Probable amount of contract	-	<b>Rs. 42,00,000/-</b>
(3)	Time allowed for completion	-	1 Year
(4)	Earnest Money Deposit	-	Rs. 1,26,000/-
(6)	Bid Hash Submission Fee	-	Rs. 390/-
(7)	Eligible class of contractor/firm	-	Authorized Dealer/Firm

1. In order to participate in the tenders floated using the e-Procurement System, all Authorized Dealer/Firm are required to get enrolled on the e-Procurement portal (<http://cgeprocurement.gov.in>)
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The Authorized Dealer/Firm may obtain information required to issuance of Digital Certificate from **e-Procurement system Help Desk**, "Saket" B-31, Shailendra Nagar Raipur or through Email ID Raipur@nextenders.com Phone No. 0771-4079400
3. For submitting the bids online, the Authorized Dealer/Firm are required to make online payment using the electronic payments gateway service Bid Hash Submission Fee as mentioned above the different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<http://cgeprocurement.gov.in>).
4. Tender Download, Submit Bid Hash online, Submission of Bids, EMD and other Documents and other activities will be governed by the time schedules given under "Key Dates".
5. Physical Submission of EMD (by Registered Post/Speed Post) FDR/Demand Draft in favour of Executive Engineer, (water works) Room No. 416, 3<sup>rd</sup> floor, Municipal Corporation, Raipur dated 07/03/2015 Time up to 17.30 PM.
6. Conditions related to e-Procurement are furnished in **Annexure O** of tender document and will overrule other conditions wherever applicable/relevant.
7. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
8. The Bidders may refer Help Manual available online to perform there online activities.
9. If there is any amendment in the tender it will be published online only.
10. EMD, Commercial tax Registration and/or Commercial tax Clearance, Bank Solvancy and Affidavit on Non Judicial Stamp worth Rs. 100/- should be essentially physically submitted by the Tender along with Other necessary documents by Registered/Speed Post only.

### KEY DATES

Seq No.	Nagar Nigam Stage	Contractor Stage	Start		Expiry		Remarks
			Date	Time	Date	Time	
1	Release Tender		02.02.15	10.30	02.02.15	17.30	
2		Bid Download	02.02.15	17.31	02.03.15	17.30	
3		Submit Bid Hash on line Payment of bid submission fee	02.02.15	17.31	02.03.15	17.30	Envelope A and Envelope C
4	Close For Bidding (Super Hash)		02.03.15	17.31	03.03.15	17.30	Envelope A and Envelope C
5		Submit Bids on line (only with encryption by department pub. Key.)	03.03.15	17.31	04.03.15	17.30	Envelope A and Envelope C
6		1) Physical Submission of EMD in Envelope A (by Post)	02.02.15	17.31	07.03.15	17.30	Submission of EMD & copy of registration etc. (Envelope 'A &B' by registered post/ speed post only)
7	Open Envelope A		09.03.15	10.30	10.03.15	17.30	Envelope A&B
8	Evaluation of Envelope A&B		09.03.15	10.30	10.03.15	17.30	
9	Open Price/financial bid Envelope C		09.03.15	10.30	10.03.15	17.30	Envelop 'C'
10	Evaluation of price Envelope C (and information to successful bidders in negotiation)		09.03.15	10.30	10.03.15	17.30	
11		Fill Negotiate Rates (if required)	10.03.15	17.31	10.03.15	17.32	
12	View Item rate Form		10.03.15	17.33	10.03.15	17.34	
13	Tender Award		10.03.15	17.35	31.03.15	17.30	

**EXECUTIVE ENGINEER  
MUNICIPAL CORPORATION  
RAIPUR (C.G.)**

The tender documents can be downloaded free of cost from the portal. (website) <http://uadd.cgeprocurement.gov.in> directly and shall be submitted online only after making the payment of Bid submission fees online. All bid related activities (Process) like Tender Document Download, Bid Preparation and Hash Submission, Bid Submission and submission of EMD and other documents will be governed by the time schedule given under 'Key Dates' below :-

The bids of the contractors have to be digitally signed by the Digital Certificate of the Contractor before submitting the bids online.

All the contractors are required to submit Envelope A physically containing the following :

1. The Earnest Money Deposit (EMD) as specified in the Tender-documents.
2. Attested copy of valid Commercial Tax Registration certificate in state of Chhattisgarh/valid Commercial Tax clearance certificate.
3. Attested copy of Authorized Dealership certificate and Firm experience of last 3 year.

The contractors shall also upload the scanned copy of EMD instrument along with other details during Online Bidding submission Process.

Executive Engineer  
Municipal Corporation,  
Raipur (C.G.)

Note: - All eligible/interested contractors are mandated to get enrolled on the eProcurement portal (<http://cgeprocurement.gov.in>) and get empanelled through the sub-portal (<http://pwd.cgeprocurement.gov.in>) in order to download the tender documents and participate in the subsequent bidding process.

For any other queries regarding online registration on the above mentioned website and digital certificate, please contact to Wipro Limited in Consortium with M/s Nex Tenders (India) Pvt. Ltd., "Saket" B-31, Shailendra Nagar Raipur - 492 001 (C.G.) Ph. (0771) - 3207996, 3204997, 4221020 (Fax) (0771) 4221023 Email - [raipur@nextenders.com](mailto:raipur@nextenders.com)

## ANNEXURE - O

INFORMATION & INSTRUCTIONS  
TO THE BIDDERS OF RAIPUR MUNICIPAL CORPORATION  
FOR e-PROCUREMENT SYSTEM (<http://cgeprocurement.gov.in>) Through Sub Portal  
(<http://uadd.cgeprocurement.gov.in>) of Urban Administration & Development Corporation

***Special conditions and Instructions for e-Procurement System as given in the subsequent pages will over-rule the conditions stated in the Tender document wherever relevant and applicable.***

### **1. Enrollment/Registration & Empanelment of the Contractors/Bidders on Government of Chhattisgarh's e-Procurement Portal.**

In order to participate in the tenders floated using the e-Procurement System, all contractors/bidders are required to get enrolled on the e-Procurement portal (<http://cgeprocurement.gov.in>) and the get empanelled (if required by the Corporation) on the sub-portal of Urban Administration & Development Corporation, Chhattisgarh at <http://uadd.cgeprocurement.gov.in>.

Only after concerned officer approves the empanelment of the contractor/bidder online, the contractor/bidder shall be allowed to participate in the tenders floated by the Corporation using the e-Procurement System.

### **2. Set-up of Machine:**

In order to operate on the e-Procurement System, setting of User's Machine is required. For which the User has to install some utilities in his machine as per the instructions in Help Manual for Machine Setup (Available for download on the e-Procurement Portal). The copy of the same may be obtained From Service Provider of the e-Procurement system: ***"Wipro Limited in consortium with the M/s NexTenders (India) Pvt. Ltd."***

### **3. Obtaining a Digital Certificate:**

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered contractors may obtain information required to issuance of a class II Digital Signature Certificate from the Controller of Certifying Authorities ([www.cga.gov.in](http://www.cga.gov.in)) or the Service Provider of e-Procurement system of Government of Chhattisgarh:

*Wipro Limited in Consortium with NexTenders (India) Pvt. Ltd.*

**"Saket" B-31, Shailendra Nagar Raipur**  
**Tel. No. 0771 - 40 79 400, 42 21 020,**  
**Fax No.0771 4221023**  
**E-mail: [raipur@nextenders.com](mailto:raipur@nextenders.com)**

**Important Note:** Submission of Bids for a particular tender shall be done only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.) he may not be able to submit the bid online. Hence the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian *IT Act 2000*. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to bid on behalf of the firm for the Municipal Corporation tenders as per *Information Technology Act 2000*. The digital signature of this authorized user will be binding on the firm, it shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub-Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a Private/Public company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### **4. Opening of an Electronic Payment Account:**

For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.

Arrangements have been made for Contractors/Bidders to make payments online via Credit Card/Cash Cards/Internet Banking. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<http://cgeprocurement.gov.in>).

**5. Payments for submission of bids online:**

The Tender Documents may be downloaded free of cost from online GOC eProcurement Portal by eligible Contractors/Bidders. The Contractors/Bidders are required to make the payment for bid hash submission through online payment modes mentioned in *Point No.4* above. *In Online Tendering, the "Application Form" for the issue of Tender Documents shall not be required."*

The suppliers shall submit the bids by making online payment of Bid Hash Submission fees using the service of the secure electronic payments gateway, and print out the system generated receipt of their reference which can be produced whenever required.

The secure electronic payments gateway is an online interface between Contractors/Bidders and Credit Card/Online payment authorization network.

Submission of Bids, EMD and other Documents will be governed by the time schedules given under "Key Dates" on the online e-Procurement System Portal for the particular tender.

*(Please refer to the Help Manual for viewing of New Tenders online on the e-Procurement Portal)*

- 6. Tender Download:** Eligible/Interested Bidders can download the Tender Document online.
- 7. Submission of Bid Seal (Hash):** The online submission of bids will be preceded by submission of the "digitally signed bid seal (hash)" as stated in the tender time schedule (Key Dates) published in the NIT. The contractors cannot change any bid data after the generation of bid seal (Hash).
- 8. Generation of Super-Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "digitally signed tender Super-Hash" which will be prepared by concerned Municipal Corporation Official. This is equivalent to sealing the tender box.
- 9. Submission of Actual Online Bids:** Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate after the generation of Super-Hash within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only those suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), shall be accepted by the

system. A supplier who does not submit his bid seal (hash) within the stipulated time shall not be allowed to submit his bid.

**10. Submission of Earnest Money Deposit:** The Suppliers will also submit their Earnest Money Deposit as usual in a sealed physical "Cover-A" and the same should reach the stipulated Municipal Corporation office as stated in the Tender Document, by post. The Supplier shall also upload scanned copy of EMD instrument along with other details during online bidding.

**11. Opening of Tender Documents:** The authority receiving the tenders or his duly authorized officer shall first open the "Envelope A" of all the contractors/Bidders and check for the validity of EMD and documents submitted in the "Envelope-A", as required by Municipal Corporation. In case, the requirements are incomplete, the Technical Bid of the concerned supplier received shall not be opened.

The authority shall then open the bids submitted by the suppliers online through the e-Procurement website. The official shall match the hash of each bid with the hash submitted by the contractors prior to bid submission. In

**12. Fill Negotiated Rates:** The bidders may have to fill in Negotiated Rates if so required during this process. In case of no negotiation or no change in rates successful bidder need to complete to Fill Negotiated Rates Stage.

**13. Key Dates:** The suppliers are strictly advised to follow the tender schedule (Key Dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

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**MUNICIPAL CORPORATION, RAIPUR**  
**WATER WORKS DEPARTMENT**  
**FORM-C**

.....  
Tender and Contract for supply of materials  
General rules and Direction for the  
Guidance of Contractors

1. All supplies proposed to be obtained by contract will be notified in a form a invitation to tender posted in public places and signed by the Executive Engineer  
The form will MRC the supplies to be made as will as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount the earnest money to be deposit with the tender and the amount of the security deposit to be deposited by the successful tendered and the percentage, if any to be ducted from bills, it will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted copies of the specifications and any other documents ends required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor at the Officer of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately each member thereof of, in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the equal printed form stating at what rate he is willing to and take each item of the work tenders which propose any alteration in the work specified in the said for of invitation to tender, or in the time allowed of carrying out the work or which contain any other conditions of any sort will be liable to rejection no single tender shall included more than one work but contractors who wish to tender for two more work shall submit a separate tender for cash Tenders shall have the name and number of the work to which they refer written out side the envelope.
4. The Executive engineer Municipal Corporation Raipur or his duly authorized assistant will open tenders is the processing of any intending. Contractor who may be present at the time and will center the amounts of the several tenders in comparative state ment in suitable from Receipts for earnest money will be given to all tenders excess these whose tenders are rejected and whose earnest money is returned on the day that tenders and opened.
5. The Officer comment to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. The receipts of clerk for any money paid by the contractor will not be considered as any acknowledgement or payment of Executive Engineer Municipal Corporation Raipur and the contractor shall be responsible for seeing that the procession a receipt signed by the Executive Engineer Municipal Corporation Raipur or any other person duly authorizes by him.

**TENDER FOR THE SUPPLY OF MATERIALS**

I/ We hereby tender for the Commissioner M.C. Raipur of the materials described in the under mentioned memorandum according to the specification within the time specified and at the rates specified there in subject to the conditions hers unto annexed

This percentage where no security deposit is taken will every from 5 percent to of percent according to the requirements of the case where security deposit is taken see note to clause one of conditions of contract.

**M E M O R A N D U M**

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

1 Description of specification of materials to be supplied	2 Total quantities of each to be supplied	3 Places at which to be delivered	4 quantities to be delivered at each place	5 Dates by which delivery at all places must be complete.	6 Rates at which articles are to be supplied inclusive of every demand	7 Unit	8 Total cost of each artical inclusive of every demand	9 Ramraks

Should this Tender be accepted I/We hereby agree to abide by and fulfill all the tender of the above specification and all the condition of conditions of contract annexed here to, or in default thereof to fulfill and pay to the Municipal Corporation Raipur or his successors the penalties or sums of money mentioned in the said conditions.

The sum of Rs.....in currency notes is herewith forward edas earnest money the full value of which is be absolutely forfeited to the said Commissioner or his successors in office without prejudice to any other rights or remedies of the said commissioner or his successors in office should I/We fail to commence supply of the materials specified in oboe memorandum or (a) should I/We not deposit the full amount of security in accordance with clause 1(A) or the conditions of contract otherwise the said sum of Rs.....shall be retained by Municipal Corporation on account of such security deposit as aforesaid or (b) the full vaiye of which shall (B) of the said conditions of contract.

Signature of witness to

Signature

Signature of tenderer

Name & Address.....

Name & Address.....

.....

.....

.....

.....

Dated the.....

Dated the .....

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

\_\_\_\_\_  
Signature of the Officer

by whom the tender is

accepted

Dated the .....

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0 Strike out if on cash security by is to be taken.

0 Strike out if any cash security deposit is taken.

## CONDITIONS OF CONTRACT

1. The person whose tender may be accepted thereafter called the contractor, which expression shall unless excited by or repugnant to the context include his heirs executors administrators representatives and assigns shall - (A) [within one day for one of Rs. 2000 or less and so on up to a limit often days of receipt by his of the notification of acceptance of his tender) deposit with the Sub Divisional Officer/Divisional Officer in cash or Government securities endorsed to D.O./E.E. (if deposited for more than 12 months a sum sufficient with the amount of earnest money deposited by his with his tender to make up the full security deposit specified in the tender) of (B) permit Government at the time of making any payment to him for work done under the contract to deducted such some as will (with the earnest money deposited by him) amount to..... percent of all money so payable such deductions to be held by Municipal Corporation by way of security deposit\_ provided always that in the ever of contractor depositing a lump sum by way security deposit as contemplated at (A) above than and in such case if the sum so deposited shall not amount to percent of the total estimated lesson work. It shall be awful for Municipal Corporation at the time of making any payment to contractor for work done under the contract to make up the full percentage of..... Percent deducting a sufficient sum from every such payment as last aforesaid. All compensation of other sums or money payable by the contractor to Municipal Corporation on any account whatsoever and in the event of his security deposit being deducted by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter a make good in cash or Government securities endorsed as aforesaid any lump of sums which may have been deducted from or raised by said of his security deposit or any part thereof The security deposit referred to when paid in cash may at the cost of the deposit or be converted in to interest bearing securities provided that the deposit for has expressly desired this in writing.
2. The time allowed for the supply of materials as entered in the tender shall be strictly observed by the contractor and shall be recommend form the date on which the order to commerce supply of materials is given to the contractor. the supply of materials shall throughout the stipulated period of the contract be produceed with all tender or diligence time being deemed to be the essence of contract of the part of the contractor and the contractor shall pay as liquidated damages an amount equal to one percent or such shall amount as the Executive Engineer Municipal Corporation Raipur, may decide on the amount of estimated cost of the whole the materials as shown that tender for every day that the supply remains undo unfenced or unfinished after the proper dates and further so ensure good progress during the supply of materials 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 before one fourth of the shoal time allowed under the contract has elapsed one half of the supply before one of such time has elapsed and three forth of the supply before three fourth of such time has clasped in the event of the Contractor falling to comply with this connection he shall be liable its pay as liquidated damages an amount equal to one percent of such smaller amount as the Executive Engineer Municipal Corporation Raipur, may

decide on the surd estimated cost or the whole of the materials for every day that the due quantity of supply remains.

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

This will be the some percentage as that in the tender.

The amount of this percentage (not exceeding 10 percent) will be fixed in every case to suit requirement eig. if it is fixed at 8 percent and the security deposit only amount to 5 percent of the estimated cost of the work then 3 percent should be deducted from every payment it the percentage is fixed 10% and security deposit only an amount to 6% should be deducted and so on.

incomplete provided always that the entire amount of liquidated damages to be paid under the provisions of his clause shall not exceed ten percent on the estimated cast of then supply of material as shown in the tender.

3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days the Executive Engineer Municipal Corporation Raipur, shall have power either to annual the contract to altogether or to have the supply completed without further notice at the contractors risk and expenses as he may deem best suited to the interest Government and the contractor shall have no claim to compensation for any loss that he may incur in any way.
4. In the contractor shall be hindered in the supply of the materials so as to nodal sitate as extension of the time allowed in the tender he shall apply in writing to the Executive Engineer Municipal Corporation Raipur, who shall if in his opinion to which shall be finals reasonable grounds be shown there for authories such extension for a period not exceeding three months. Any further extension shall be subject to the previous sanction of the commissioner.
5. The contractor shall give notice to the Executive Engineer Municipal Corporation Raipur, (therein after called the Engineer in charge) of his this intention of making delivery of materials and on the material being approved a receipt shall be ranted to him by he Executive Engineer Municipal Corporation Raipur, or his assistant and no material will be considered until so approved.
6. The Engineer in Charge shall have power to make any alteration in omissions form additions to or substitution for the supply of the 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 of supply in accordance with such instruction as may be given to him writing signed by Engineer-in-Charge and such alteration, omi sions additions or substations shall not invalid to the contract any additional altered or substituted supply which the contractor may be directed to make as herein be fore provided as part of the supply under this contract shall be carried out by the contractor on the same conditions in all respects as are herein contained and at same rates as are specified in the tender. The time for the completion of the supply shall be extended in the Premont on that the altered additional or substituted supply hears to the original supply contracted for and the certificate of the Engineer-in-Charge shall be conclusive as to such preparation and if the altered additional or substituted supply an closed and class of supply, for which no rate is specified in this contact then such class of supply shall be carried

out of the rates entered in the schedule of rates of the Dist which was in the time of the acceptance of the contract provided that which the tender for the original supply is a percentage below/above the schedule of rates The altered additional or substituted supply required as aforesaid shall be chargeable at the said schedule of rate miuts/plus the same percentage deduction addition and if such class of supply is not entered in the said schedule of rates, then the Contractor shall within seven days of the date of his receipt of the order to carry out the supply in form the Engineer-in-Charge does not agree to this rate the shall by notice in writing be at liability to cancel his order to carry out such clause of supply and arrange to carry it out in such manner as he may consider advisable provided always that it the contractor shall commence supply or in put any expenditure in regard therefore the rate shall have been determined as lastly herein before mentioned than and in such case he shall only be entitled to be paid in the receipt supply carried out or expenditure incurred by him pro to the date of determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge in the event a dispute the decision of the Commissioner shall be final.

7. If at any time after execution of the contract document the Engineer-in-Charge shall for any reason what so ever required the whole or any part 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 given notice in writing to the face to the contractor who shall there upon suspend or stops the supply partillaryas the case may be, in any each case except as provided here under the contractor shall have not claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived form the execution of the supply in full but which be did no so driveling consequence of the full supply not having been allowed to be carried out or on account of any loss that he may be put to on account of materials purchased on agreed to be purchased on for unemployment of labor saturited by him. He shall not also have any claim for compensation by reason of any alterations having been made in original specification location of work quantities and instructions which may involve any curtailment of the supply as originally completed Where however materials have already

been purchased on agreed to be percentage by the contractor before receipt of the said notice, the contractor shall be paid for said materials at the rates determined by the

Engineer-in-Charge provided they are not in excess of requirements and on of the approved quality and for shall be compensation for the loss, if any that he may be but to in respect to material agreed to be purchased by him the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final If the contractor suffers any loss on account of his having to pay labour charges during which the stoppage of supply has been or ordered under this clause the contractor shall on application be to such compensation on account of labour charges if in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor also where for the whole or part of the period during which the stoppage of the supply has been ordered aforesaid.

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 delivery will not be considered complete until the contractor shall have removed all rejected material and shall have the approved materials stocked or placed in such position as may be pointed out to him.
9. Payment will ordinarily be made one month to the extent of ninety per cent of the quantity delivered each month but all such payments made shall be considered as payment on account to be covered by the final bill for the complete supply.
10. The materials shall be of the best description & in strict accordance with the specification and the contractor shall receive payment for such materials only as approved and passed by the Engineer-in-Charge.
11. In the event of the materials being considered by Engineer-in-Charge to be inferior to that described in the specification the contractor shall, on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within the specified period as may be named by the Engineer-in-Charge the Officer may have such rejected material removed at the contractor's risk and expenses the expense incurred being liable to be deducted from any sum due or within may become due to the contractor.
12. Receipts for payment made on account of a work when executed by a firm must also be signed by several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give factual receipts for the firm.
13. If the contractor or his work people or servants shall break, deface injure or destroy any part of a building in which they may be working or any building road gutters fence enclosures, water pipes cables, drains, electric or telephone posts or wires grass or grass land or cultivated ground the contractor shall make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made by other workmen and deduct the expense of which certificate of the Engineer-in-Charge shall be final for any sum that may be then or at any time thereafter any be come to the contractor or the proceeds of sale thereof or of sufficient portion thereof.
14. Under no circumstances whatever shall the contractor be entitled to any compensation from Municipal Corporation or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim accruing.
15. In every case in which by virtue of the provisions of section 12 sub section 910 of the workmen's compensation Act 1923 Government are obliged to pay compensation to a workmen's employed by the contractor in execution to the works Municipal Corporation will recover from contractor the amount of the

compensation so paid and without prejudice of the rights of Municipal Corporation under section 12 sub section (2) of the said Act. Municipal Corporation shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due Municipal corporation to the contractor whether under this contract or otherwise Municipal Corporation shall not be bound contest and claim made against them under section 12 sub section (1) of the Act. Exception the written request of the contractor and upon his giving Municipal Corporation full security for all costs for which Municipal Corporation might become liable in consequence of contesting such claim.

16. The contractor, shall supply at his own expenses all tools plant and implements required for the due fulfillment of his contract, and the materials shall remain as his skill the date for final delivery. Unless it shall have been in the mean time removed for use by the Engineer-in-Charge.
17. No materials shall be brought to site or delivered on Sunday without the written permission of the Engineer-in-Charge.
18. The contract shall not be sublet without the written permission of the Executive Engineer in the event of the contract of subletting his contract without such permission he shall be considered to have thereby committed a breach of contract and shall forfeit his security, deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
19. The decision of the Commissioner Municipal Corporation for the time being shall be final conclusive and binding on all parties to the contract upon all questions relating to the specification and instructions herein before mentioned and as to quality of materials or as to any other question, claim right matter on thing whatsoever in any way arising out of or relating to the contract specification instructions proper's or these conditions or otherwise concocting the supplies whether arising during the progress of delivery or after the completion or abandonment thereof
20. On the breach of any term of condition of this contract by the contractor, the said Commissioner shall be entitled to forfeit the security deposit, or the balance thereof that may at the time be remaining and or to realise and retain the same as damage and compensation for the said breach but without prejudice to the right of the said Commissioner to recover any further sums as damages from any sums due or which may be due to the contractor by Municipal Corporation or otherwise whatsoever.
21. If Government declare a state of famine to exist in any village situated within 16 K.M. of work the contractor shall employ upon such part of the work, as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wages not below the minimum which Government may have fixed in this behalf any dispute



which may arise in connections with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

22. All quarry fess royalties octroi duties and ground rent for stacking materials, if any should be paid by the contractor who will however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from Engineer-in-Charge the materials were required for use on Government work.
23. The contractor shall pay not less then fair wages to laborers engaged by him or the work.

EXPLANTION(a) Fair wage means wage whether for time or place work notified the time of inviting tenders for work and where such wages have not been so notified, the wages prescribed by the worked pertinent for division 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 pair wage to labors directly or indirectly engaged on the work including any labour engaged by his sub contractors in the connection with the said work as if the laborers has been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the labour Act. in force.
- (d) The Executive Engineer/Sub-Executive Engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for marking good the loss suffered by a worker or workers by reason of non-payment of wages or of deduction made from his or their which are not justified by their terms of the contractor or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from the contractor.
- (f) The regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of his contract.

If there is any difference between the amount in words and figures written in the tender forms by the contractor the lesser amount will be treaded as valid the contractor is not ready to accept the so fixed in the above manner and decliner to do the work earnest money deposit of the contractor shall be forfeited.

**fu; e o "krz %&**

1- Lk"krz fufonk Lohdkj ugha dh tkoxh , oafufonk dh o%krk 180 fnu dh glxchA

- 2- vekurh jkf"k , Q-Mh-vkj- ds #i eafy; k tkoskA
- 3- ftu fufonkdjkjs }kjk i dz ds o"kkz ea vuqzk , oa dk; kzs'k ds vuq kj l kexh ink; ugh dh g\$ mlgs fufonk i i = ink; ugh fd; k tkoskA
- 4- fyQkQk "v" ea vekurh jkf"k rFk fyQkQk "c" ea pkgx xbz l fvQod\$ nsuk , oa fyQkQk "l" es fufonk nj nsuk gkskA vekurh jkf"k i klr ugha gksus ij fyQkQk "l" dks ugha [kksyk tkoskA
- 5- fdl h Hkh fufonk dks Lohdkj vFkok vLohdkj djus dk vf/kdkj vk; [r] uxj ikfyd fuxe jk; ij dks gkskA
- 6- dk; Z dh ek=k dks de vFkok vf/kd djus dk vf/kdkj vk; [r] uxj ikfyd fuxe jk; ij dks gkskA
- 7- dk; Z l s l c/kr foLrr tkudkj fQYVj lyk/ uxj fuxe jk; ij ds dk; ky; l s dk; ky; hu fnol , oa le; ij i klr dh tk l drh gA
- 8- fdl h izdkj Vuj j\$V ns ugh gkskA
- 9- mijkDr dk; Z ds fyk, okf.kT; dj] vk; dj l ek"kkku lkek.k i = dh iekf.kr ifrfyfi iLr djuk vfuok; Z gA vU; Fkk bl ds vHkko ea fufonk i i = ink; ugha fd; k tkoskA
- 10- fyDfoM Dyksju Vuj dh {kerk 900 kg x\$ gh gksuk vko"; d gA
- 11- fQYVj lyk/ jko.kHkKk Bk jk; ij ea l kexh ink; djuh gkskA ftl es ykSMx , oa vuykSMx dk dk; Z Hkh "kkfey gA
- 12- ink; fd, x, fyDfoM Dyksju x\$ Vuj dk fdl h Hkh izdkj dk ijh{k.k "kyd ink; drkZ dks djuk gkskA
- 13- vyx l s fdl h izdkj dk dj ns ugh gkskA
- 14- dk; kzs'k i klr ds lk"pkr-dk; i kyu vfilk; rk fQYVj lyk/ jk; ij ds fun\$kkud kj l kexh ink; djuh gkskA
- 15- ink; drkZ dks fQYVj lyk/ dh vko"; drkud kj , oa ekax ds vu#i rRdky Vuj miyC/k dj; k tkuk gksk] fdl h Hkh izdkj dh ngx gksus ij vekurh jkf"k jkt l kr dj vuqzk fujLr dj fu; ekuq kj dk; bkgx dh tkoskA
- 16- mijkDr "krkz ds vykok vU; dkbZ "krz ekU; ugha gkskA vU; Fkk l Ec/k fufonk drkZ dh fufonk fujLr djus dk vf/kdkj vk; [r] uxj fuxe jk; ij dks gkskA
- 17- fufonk, s b&Vs Mfjx , oa egjcn fufonk, avkef=r dh tkrh gA
- 18- fufonk dh foLrr tkudkj uxj fuxe jk; ij dh osl kbV (<http://cgeprocurement.gov.in>) through sub portal <http://uadd.cgeprocurement.gov.in> l s i klr dh tk l drh gA

dk; i kyu vfilk; rk  
uxj ikfyd fuxe  
jk; ij