

FORM - F "LUMP-SUM CONTRACT"
MUNICIPAL CORPORATION, AMBIKAPUR

“We do hereby tender to execute the whole of the work described in the Drawing Nos.----- and according to the annexed specifications signed by ----- and dated ----- for the sum of Rs. ----- (Rupees ----- only) as given below:

Sr.no.	Particulars	Lump – Sum Cost
1.	Lump Sum offer Design, Supply, Installation, testing & commissioning of 05.00 KLD FSTP based on Hybrid Tech. (Bio treat + MBBR Technology with lamella clarifier) (Including civil work, Mechanical work, electrical work	Rs.
2.	Lump Sum offer for 01 Year operation & maintenance of 05.00 KLD FSTP based on Hybrid Tech. (Bio treat + MBBR Technology with lamella clarifier) including replacement and warranty.	Rs.

Total = Sr.No.1 + Sr.No.2 = Rs.....(Rupees..... only)

and should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfil all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Ambikapur Municipal Corporation, the penalties of sums of money mentioned in the said conditions, viz.

Dated: _____

The Signature of the authority by whom the tender has been accepted.”

Tenderer`s Signature

Witness:

Address: _____

Address: _____

The above tender is hereby accepted by me on behalf of the Ambikapur Municipal corporation.

(Note: Figures given by the bidder in sub para –C shall be considered for evaluation purpose.)

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 specifications by and dated for the sum of Rs* and should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfill all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Municipal Corporation specification the penalties of sums of money mentioned in the said condition;viz.

Dated

Tender's Signature

Witness

Address

Address

.....

.....

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

SECURITIES

Commissioner

Name	Address	Occupation or Profession	Remarks
01	02	03	04

*To be expressed in Words and figures.

CONDITIONS OF CONTRACT

1. The person(s) whose tender may be accepted (hereinafter called the contractor(s)) shall within Ten days of the receipt by him/them of the notification of acceptance of him/their tender deposit with the commissioner a sum equal to ten percent of the sum specified in the tender either in cash or government securities endorsed to the commissioner (if deposited for more than 12 months). All damages to be borne of other sums of money payable by the contractor(s) to the Municipal Corporation under the terms of this contract may be deducted from or paid by the sale of sufficient part of his/their security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor(s) by the Municipal Commissioner or any account whatsoever. 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 or government securities endorsed as aforesaid any sum or sums which may be necessary to make the amount of deposit equal to ten percent of the sum specified in the tender.

The contractor(s) is/are to provide everything of every sort and kind (with the exceptions noted) in the schedule attached) with 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 commissioner and the contractor(s) whether the same may or may not be particularly described therefrom and in case of any discrepancy between the drawings and the specification the Engineer-in-charge 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 Engineer-in-charge and during the progress of the works to amend on the requisition of the E-in-E. any errors which may arise therein 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 for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave the works in all respects clean and perfect at the completion thereof.
- (*2-A) In respect of all bearings, hinges or similar parts intended for use the superstructure of any bridge the contractor shall, whenever required, in the course of manufacture arrange and afford all facilities for the purpose of inspection and test of the ministry of works. Production and supply of the government of India and such bearings, hinges similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the directorate of inspection. All inspection charge will be payable by the contractors.

3. Complete copies of the drawings and specification signed by the Engineer-in-Charge are to be furnished by him to the contractor(s) for his/their own use, and the same or copies thereof are to be kept on the buildings in charge of the contractor's(s) agent who is to be constantly kept on the ground by the contractor(s) is/are not to subject the work or any part thereof without the consent in writing of the Commissioner.
4. The Engineer-in-charge 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(s) employ upon the works who may be incompetent or misconduct himself and contractor's(s) is/are forth with to comply with such requirements.
5. The contractor's(s) is/are not very or deviate from the drawings or specification or execute an extra work of any kind whatsoever unless upon the authority of the Engineer-in-charge 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 writing approval signed by him in cases of daily labour all vouchers for the same are to be delivered to the Engineer-in-charge or the officer-in-the-charge at least during the week following that in which the work may have been done and only such day work is to be allowed for as such as may have been authorised by the Engineer-in-charge to be so done unless the work cannot from its character be properly measured and valued. The drawings in respect of which this contract is drawn up provide for a minimum depth of foundations for good soil. Any extra depth will be measured as an extra when the foundation 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 Engineer-in-charge for any alternations or variations made in carrying out the work are to be measured and valued and certified by the Engineer-in-charge and added to or deducted from the amount of the contract as the case may be at rates in force in the Municipal Commissioner in such cases in which rates in which rates do not exist, the S.E. of the Engg. cell of directorate of local bodies 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 Municipal Commissioner and the same are not to be removed or taken away by the contractors or any other person without the special licence and consent in writing of the commissioner, but the Municipal Commissioner is not to be in any answerable for any loss or damage 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 Engineer-in-charge has full power to require the removal from the premises of all materials which in his opinion, are not in accordance with the specification and in case of default the Engineer-in-charge is not to be at liberty to employ other person to remove the same without being answerable or accountable for any loss or damage that may happen or arrive to such materials. the Engineer-in-charge is also to have full power to require other proper materials to be substituted and in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor(s).
9. If in the opinion of the Engineer-in-charge any of the works are executed with improper materials or defective workmanship, the contractor(s) is/are when required by the Engineer-in-charge forth with to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) in so doing within a week the Engineer-in-charge is to have full power to employ other persons to re-execute the work and the cost there at shall be borne by the contractor(s).
10. Any defects, shrinkage or other fault 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 Engineer-in-charge to be amended and made good by the contractor at his/their own cost unless the Engineer-in-charge, shall decide the he/they ought to be paid for the same and in case of default the Municipal Corporation may recover from the contractor(s) the cost of making good the works.
11. From the commencement of the works to the completion of the same, they are to be under the contractor's'(s) charge. the contractor(s) charge. The contractor(s) is/are to be help responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Municipal Corporation harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, 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 Engineer-in-charge is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s) is/are to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is/are not to 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 commenced immediately upon receipt of the order of commencement given in writing by the commissioner when possession of the site can be had, the whole work, including all such additions and variation, as may have been postponed by an order from the commissioner shall be completed in every respect within month from the date of issue of the aforesaid order and if from any cause whatever other than wilful obstruction or default on the part

Engineer-in-charge within the said period, the contractor's shall forfeit to he commissioner from his their security deposit by way of ascertained and Ingridated damages for each default and not by way of panalty the sum of Rs. *per day for every complete day of such default:provide that the entire amount of damage, to be forfeited under provisions of this clause shall not exceed ten percent on the estimated value of the whole works as shown in the under.

Provided neverthe less that if the contractor(s) shall be of the opinion that he is/they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or cause not under the control of the contractor(s) in consequence or order to that effect from the commissioner himself which orders the commissioner is hereby empowere to give them in any or either of such cases it shall be competent for the commissioner by an order in waiting to extend the alotesaid period for final completion by such period or period as he shall deem reasonable and the contractor(s) is/are to complete the works within such extended period or periods as aforis it: provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall condider himself/them selves entitled to any extension give to the commissioner writen notice of such claim to any extension for time and of the ground or grounds and of the amount thereof unless in any case of commissioner shall in his discretion dispense with such notice and certify for an extension of time never the less and in any case of any extension of time, the aforesaid provesions with amount for damages in default of due completion shall apply in case of non-completesion of the works within the extended time: provided that the contractor(s) shall not be entided to any extension of time in respect of the extra work involved in the extra depth of foundation mentioned in clause5.

14. If the contractor(s) shall become bankrupt or compound with or make any assignment for the benifit of his/their part of the creditors or shall suspend or delay the performence of his/their part of the contract(expect on account of causes mentioned in clause mentioned in clause 13 or in consequence of not having proper instructors for which the contractor(s) shall have duly applied), the commissioner may give to the contractor's or his/their assignee or trustee, as the contractor(s) or his the or assignee or trustee for a period of seven days, it shall be lawfull for the commissioner to either upon and take possession of the works and to them to use the plant, materials and property of the contractor(s) upon the works and the costs and the charge incuired in any way in carrying on and completing the said works are to be paid to the commissioner by the contractor(s).
15. The contractor(s) shall be paid on the completion of each calender month commencing from the a sum of 90 percent of the total value of work done (.....) since the last payment according to the certificate of the Engineer-in-charge when the works shall be completed, the contractor(s) is/are to be intitled to receive on 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 or by virtue of the contract within six months from the completion of the work: provided always that

no final or others certificate is to cover to relieve the contractor(s) from his/their liability under the provision of clause 10 wheter or not the same be notified by the Engineer-in-charge at the time or subsequently to the granting of any such certificates.

16. A certificate of the Engineer-in-charge or an award or the refernce here in after feferred to, as the case may be, showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor(s) is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under the provisions of clause 10.
17. Provided always that in cse any question, dispute or difference shall arise between the Engineer-in-charge and the contractor(s) as to what additions, if any, ought in fairness to be made to the amount of the contracto by reason or on account of any directions or requisitions of the Engineer-in-charge involving increased cost to the contractor(s) beyond the cost properly attending the carrying out of the contract according to the true intent and meaning of the signed drawings and specifications or as to any other matter or thing arring under or out of this contract, accpet as to matter left during the progress of the works to the sole decision or requisition of the Engineer-in-charge under class numbers 1,4,8 and 9 or in case the contractor(s) shall be dissatisfied with any certificate of the E.E under clause 6 or under the provision in clause 13 or in case he shall with hole or not give any certificate to which he/they may be entitled, or as to the right of the contractor(s) to recive any compensation or as to the amount of such compensation payable to him/them under clause 18, then such question, dispute or difference or such certificate or the value or matter which should be certified, as the case may be, is to be from time to time submitted to the arbitration of a tribunal comosed of one arbitrtator nominated by the contractor(s) and one arbitrator nominated by the Muncipal Corporation in event of disagreement between the arbitrator on any matter or matters, such matter or matter shall be refered to an umpire to be nominated by the Municipal Corporation and the award of such arbitrators of the umpire is to be final and where necessary to be equivalent to a certificate of the Engineer-in-charge and the contractor(s) is/are to be paid accordingly.
18. If any time before or after the commencement of the work, the Municipal Corporation shall, for any reason whatsoever.
 - (a) Cause alterations, omissions or variations in the drawing and spectionfication involving any curtailment of the works or originally contemplateed, or.
 - (b) Not require the whole of the work as specified in the tender to be carried out.

The contractor(s) shall have no claim to any payment or 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 full amount of the work not having been carried out.

But the contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagement or made any advances to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

Commissioner
Municipal Corporation
Ambikapur