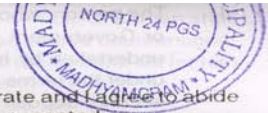


MADHYAMGRAM MUNICIPALITY

TENDER FOR WORKS



I hereby tender for the execution by contract of the undermentioned work at the undermentioned rate and I agree to abide by the terms and Conditions printed on the reverse of this paper in the event of my tender being accepted.

MEMO OF WORK TENDERED FOR

Name of Work	Quantity	Rate		Value of work	Date of Commencement of work	Date of Completion of work	No. and Amount of Currency Note which accompany as earnest money	Brief Description of work
		@	Per					
1	2	3	4	5	6	7	8	9

Should this tender be accepted, I hereby agree to abide by and fulfil all the terms of the above memorandum and all the conditions of contract printed overleaf or in default thereof to forfeit and pay to the Municipality the penalties or sums of money mentioned in the said conditions.

The sum of Rs. in currency notes is herewith forwarded as earnest money, the value of which is to be absolutely forfeited to the Municipality should I not deposit the full amount of 10 percent, on the estimated cost of the work in accordance with clause 1 of the conditions of contract, in the event of this Tender being accepted.

Name

Address

Date 200

The above Tender is hereby accepted by me on behalf of the Municipal Commissioner.

Chairman
Madhyamgram Municipality

Commissioner
Madhyamgram Municipality

Date 200

CONDITIONS OF CONTRACT

1. The person, whose Tender may be accepted shall before the date fixed for commencing the work, deposit in cash or Government securities endorsed to the Municipality a sum amounting to (10) percent, on the cost of work undertaken by him as security for the due performance of his contract. All damages payable by the contractor under the terms of his contract may be deducted by the Municipality from, or paid by sale of a sufficient part of his security deposit or from the interest of any such Government Security, or from any other sum due or which may become due, to him by the Municipality.
2. The dates fixed by the Municipality for the commencement and completion of work as entered in the Tender shall be strictly observed by the contractor, who shall pay damages at the rate of (1) one percent, on the amount of the estimate for every day not exceeding ten days that the work remains uncommenced or unfinished, after the proper date, and further to ensure good progress during execution or works, in the contractor shall be bound in all cases in which that time allowed for a work exceeds one month, to complete one-fourth of the whole work to be done when one-fourth of the whole time allowed for it has elapsed, one half of the work when one half of the time has elapsed, the penalty for failure in either of those in cases shall likewise be that the contractor shall be subject to pay daily damages at the rate of (1) one percent on the amount of the estimate for every day not exceeding ten days that the, due quality of work remains incomplete. Provided always the entire amount of damages to be paid under the provision of this clause shall not exceed on the whole the amount of the security deposit. All damages payable under the provision of the clause 14 shall be considered as or liquidated damages to be applied to the use of the Municipality without reference to the actual loss sustained owing to the delay.
3. In every case in which under any clause or clauses of his contract the contractor shall have rendered himself liable to damages amounting to the whole of this security deposit, the Municipality shall have power either to rescind the contract altogether, or to have the work completed without further notice at the contractors risk or expenses as the Municipality may deem best suited to their interests, and the contractor shall have not claim to compensation for any loss that may acure from any materials he may have collected or engagement he may have entered into, on account of his work, and in the latter case the Municipality shall have power to deduct whatever amount may be expended on the completion of the work from any sums that may be due or become due from the Municipality to the contractor on account of this or any other work. And in case the contract shall be rescinded under the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under the contract unless and until the Chairman or Vice chairman shall have certified the performance work and the value there of. And he shall only be entitled to be paid the value so certified.
4. In the event of the Municipality putting in force the power vested in them under the preceding clause, they may, if they so required it take possession of all tools, plants, materials, and stores or any portion thereof an the place where the works were to be performed or on other land of the Municipality adjoining thereto paying or allowing for the same in account at the contract rates or if not specially provided there in at current market rate otherwise the contractor may be required to remove such tools, plants, materials, or stores from the premises and in the event of his failing to do so, the Municipality have them removed at the contractor's expense or sell them by auction on account of the contractor.
5. If the contractor shall be hindered in the execution of his works so as to necessitate an extension of the time allowed for its completion he shall apply in writting to the Municipality who shall if resonable grounds be shown, authorise such extension of time, if any, as may, in their opinion, be necessary and without such written authority of the Municipality the contractor shall not be exempt from the damages leviable under clause-2 if the work or any part or parts thereof be not completed within the prescribed time or within such portion of prescribed time as according to the provisions of claus-2 is limited for the completion of such part.
6. On completion of the work, the contractor shall be furnished with certificate to that effect by the Municipality, but not work shall considered as complete until the contractor shall have removed all scaffolding, surplus materials and rubbish and clean off the dirt from all wood works doors, windows, walls, floors or other parts of any building he may have been employed upon for repairs or other work not until the work shall have been measured by the Chairman or Vice-Chairman whose measurement shall be binding and conclusive, after delivery of a notice in writing to the contractor or his agent forty eight hours before the time appointed by the Chairman or Vice-Chairman for measuring the work. If the contractor shall fail to clear the work as herein provided before completion and delivery he shall forfeit all claims to surplus materials and the work shall be cleared by the Chairman or Vice-Chairman at the expense of the contractor.
7. No payments shall be made for works estimated to cost more than Rupees one thousand till after the works have been completed and approved. But in case of works estimated to cost more than Rupees one thousand. The contractor shall receive a monthly payment to such extent as the work may be approved and passed under certificeite by the Chairman. But all such intermediate Payment shall be regarded as payments on account, to be covered by the final bill for the complete work, and not as payments for work actual done and completed. The final bill shall be submitted by the contractor within one month of the completion of work, otherwise the Chairman or Vice-Chairman's certificate of the measurements shall be accepted final and binding on all parties.
8. A bill shall be submitted by the contractor each month for all work executed in the previous month in accordance

- with the terms of the specification and the Chairman or Vice-Chairman shall take the requisite measures for having the same tested and the claim, as far as admissible adjusted if possible by the expiry of ten days from the presentation of the bill. Should the contractor be unable to prepare the bill himself, the Chairman or Vice-Chairman shall depute a subordinate to measure up the work performed in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant to the Chairman or Vice-Chairman to prepare the bill for him from that list.
9. No work will be paid for unless thoroughly good and full in accordance with the specification and should through inadvertence bad work be passed and paid for, it will nevertheless be perfectly competent for the Chairman or Vice-Chairman to strike the same out of the account at any future time and recover value at any date previous to or at the time of granting the final certificate.
 10. The bill above alluded to shall be submitted in exact accordance with the form supplied by the Chairman or Vice-Chairman and the rates at which the value of the work is calculated shall be those entered in this estimate for the work, the percentage allowed in the accepted tender is to be added to or deducted from the total at foot of the bill. To allow of a guarantee fund being formed a deduction of 10 percent from all payments to the contractor is to be made by the Chairman or Vice-Chairman at the time of payment.
 11. When an estimate provides for the use of any special description of materials to be supplied from the Municipal store, or if it is required that the Contractor shall use certain stores to be provided by the Municipality schedule is to be attached showing the particulars of the stores, the rates at which they will be delivered and the place of delivery and the contractor should be supplied with the materials as required from time to time to be used by him for the purpose of contract only the value of the full quantity of materials so supplied being if necessary deducted at the rates contained in the estimate or if there is no estimate in the schedule signed by the contractor from the bills submitted by the contractor or by the sale of the security deposit or a sufficient part thereof. All materials supplied to the contractor shall remain the absolute property of the Municipality and shall not on any account be removed from the work and shall at all times be open to inspection by the Chairman or Vice-Chairman. Any such materials unused at the time of completion or determination of the contract to be returned to the Municipal store, if he so require it, but otherwise the contractor shall not return remains of such materials into the Municipal store or claim any compensation for loss by wastage in such materials beyond what may be allowed in the estimate being assumed that all risk is provided for in the tenders.
 12. The contractor shall invariably execute all works in the most substantial and workmanlike manner and the materials used shall be of the best description. The contractor shall also conform minutely to the designs, drawings, and instructions in writing for relation to his work signed by the Chairman or Vice-Chairman and lodged in his office for the contractor's inspection during office hours.
 13. The Chairman or Vice-Chairman shall have power to make any alteration in the original designs, drawings or instructions that may appear to him to be necessary during the progress of the work and the contractor shall be bound to carry them out within such times as the Chairman or Vice-Chairman by writing under the hand specifying the alterations shall appoint and on the same conditions as the contractor agreed to do the main work and if there should be no rate agreed on for the extra work then the work shall be done at the rates mentioned in the estimate for such work and if there should be no such work should be mentioned there in, then at the rate mentioned in the Municipality's Schedule of rates. Such alterations shall not invalidate the contract but the time for the completion of the work will be extended in the proportion that the extra work bears to the original contract work, and the certificate of the Chairman or Vice-Chairman shall be conclusive as to such proportion but the contractor shall not make any alteration or execute any work not provided in the contract without the Chairman or Vice-Chairman's authority in writing.
 14. If it shall appear to the Chairman or Vice-Chairman or his subordinate in-charge of the work that any work has been executed with unworkmanlike, imperfect or unskillful workmanship or with materials of an inferior description, the contractor shall on demand in writing forth with rectify, remove or reconstruct the same in whole or in part, as the case may require at his own proper charges and cost. In the event of his refusing to do so within a period to be specified by the Chairman or Vice-Chairman or his subordinate or if he shall fail to remove from the site of his work in a specified period, any materials which are considered by the same office unsound, of bad quality or agreeable to the terms of the contract and to provide immediately suitable materials or articles in lieu of those condemned, then the Contractor shall be liable to pay damages at the rate of one percent on the amount of the estimate for every day not exceeding ten days he fails to comply with the written demand of the Chairman or Vice-Chairman.
 15. Should the Chairman or Vice-Chairman consider that work, although not executed in strict accordance with the specification, may be allowed to stand he is empowered to pay for the same such reduced rates as he may fix but this proceeding is quite optional on his part.
 16. All works under execution by contract shall at times be open to the inspection and supervision of the Chairman or Vice-Chairman; and his assistants and the Contractor shall always when he is not himself present have a responsible Agent at the work during the usual working hours and all other times when reasonable notice of the intention of the Chairman or Vice-Chairman or his assistant to visit the work shall have been given to receive their orders and instruction. Order given to the Contractor's Agent shall be considered to have the same force, as if they had been given to the contractor himself.

17. The Contractor shall furnish free of charge, all labour and tools required for such examination of the work as the Chairman or Vice-Chairman at any time, considered desirable failing which he may have this done at the Contractor's cost deducting the charges incurred from this bill.
18. The contractor shall give due notice in writing to the Chairman or Vice-Chairman or his assistants to measure any work which is going to be covered up or otherwise placed beyond the reach of measurement in order that the correct dimensions may be taken before being so covered and must have the authority in writing of the Chairman or Vice-Chairman or his assistants to cover it up, in default where of at the opinion of the Chairman or Vice-Chairman the same shall be uncovered at the contractors expense, no allowance shall be made for such work or materials.
19. If the contractor or his work people break, deface or injure any parts of a building they may be working in, or any building, road, fence, enclosure, or grass land, cultivate ground or if any damage shall happen to the work while in progress, from any cause whatever or any imperfectin become apparent in it, he shall make the same good at his own expense, or in default the Chairman or Vice-Chairman may cause the same to be made good at his own expense by other workman and deduct the expense from any sum that may be taken, or at any time there after due to the contractor.
20. The Contractor shall supply at his, own cost, all plants, tools, implements, ladders, cordage tackel and scaffolding for the proper execution of his work, together with carriage for the same to and from the work. He shall also supply without charges the requisite agency with the necessary means to set outworks, and to count weight and assist in the measurement of his works or materials. He shall also provide all necessary fencing and lights required to protect the public from accidents and shall be bound to bear the expenses of defence of any action or law proceeding that may be brought ny any Person for injury, sustained owing to the above precautions and to pay any damages and cost which may be awarded in consequence.
21. No work is to be done on Sundays without any permission of the Chairman or Vice-Chairman.
22. No Contract shall be assigned or subject without written apporval of the Chairman or vice-Chairman. Every Contractor assigning or subletting his contract without such approval shall be considered to have thereby committed a breach or contract and the Municipality may there upon rescined the contract, and the security deposit of such contract shall stand forfeited and be absolutely, at the disposal of the Municipality and the Contractor shall have no claim for any compensation for any loss that may aquired from materials he may have collected, engagements entered into, nor shall be entitled to recover or be paid for any work therefore actually performed under the contract.
23. In the case of partners tendering no charge in the individuals of the firm shall effect the liability of persons who may sign such tender. Any such charge shall be forthwith notified by contractors to the Chairman or Vice-Chairman for his information.
24. All work under execution by contract shall be under the direction of the Chairman or vice-Chairman for the time being whose decision shall be final, conclusive and binding on all questions relating to the meaning of drawings specification and to the quality of workmanship and materials used on the work.

Signature of the Party

or partners tendering



(Signature)

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. In the event of the Tender being submitted, by a firm, it must be signed separately by each member thereof or the event of the absence of any partner, it must be signed on his behalf by a person holding Power of Attorney authorising to do so.
2. Receipts for payments made to a firm must be signed by the several partners except in the Case of well known and recognized firm and except where the contractors are described their tender or contract as a firm.
3. The amount of earnest money to be deposited will be.

	Rs.	Rs.
If the amount of the estimate does not exceed	2,000	50
If exceeding Rs. 2,000 and not exceeding	5,000	100
Ditto Rs. 5,000 Ditto	10,000	2000

And for each additional Rupees 5,000 or portion of Rs. 5,000 a further sum of 1000 and such earnest money is to be deposited in Currency Notes.
4. The Municipality shall have the right or rejecting the whole of the Tender.