

_____ MUNICIPALITY

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract shall be notified in a form of an invitation to tender posted on a board hung up in the office of and signed by the Municipal Engineer.

This form shall state the work to be carried out, as well as dates for submitting and opening tenders, and the time allowed, for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.

Copies of the specifications, designs and drawing and _____ Estimated rates _____ and any other Documents required in connection with the work, signed for the purpose of identification by the Municipal Engineer, shall also be open for inspection by the contractor at the office of the Municipal Engineer during office hours.

2. In the event of the tender being submitted by a firm, it shall be signed separately by each member thereof, or, in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payments made on account of a work, when executed by a firm, shall also be signed by the several partners, except where the contractors are described in their tenders as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at how much per cent above or below the rates specified in the notice calling for tender he is willing to undertake the work. Only one rate of percentage more or less on all _____ Estimated rates _____

the _____ Shall be _____

Scheduled rates _____
 named, tender, which propose any alteration in the work specified in the said form of invitation or tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, shall be liable to rejection; on single tender shall include more than one work, but contractors who wish to tender for two or more works, shall submit a separate tender for each; tender shall have the name and number of the work to which they refer written include the same envelope.

5. The Municipal Engineer or his any authorized persons will open tender in the presence of any intending contractors who may be present at the time and shall enter amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in the notice calling for tenders. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Municipal Engineer shall have the right of rejecting all or each of new of the tenders.

7. The receipt of an accountant or clerk for any money pass by the contractor shall not be considered as any acknowledgement of payment to the Municipal Engineer and the contractor shall be responsible for seeing that the _____ procures a receipt signed by the Municipal Engineer.

8. The memorandum of work tendered for the memorandum of materials to be supplied by the Municipal Work Department and their issue rates, shall be filled in and completed in the office of Municipal Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, the tender shall request the office to have this done before the completes and delivers his tender.

I We hereby tender for the execution for the Municipal Committee or _____ of the works specified in the under-written memorandum within the time specified in such memorandum at * percent _____ the rate entered in the _____ Estimate _____ mentioned in Rule I

_____ Above _____ schedule of rate _____
 and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in the notice calling for tenders and in clause II of the annexed conditions, and with such materials as are provided for by, and in all other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

- (a) General description _____ Rs.
 (b) Estimated Cost _____ Rs.
 (c) Earnest-Money _____

* in figures as well in words

(a) If several works are included they should be filled in a separate

- (d) Security deposit (including earnest-money).
 (e) Percentage, if any, to be deducted from bills.
 (f) Time allowed for the work from date of written Order to commence in _____ months.

Rs.
 Rs.

* Give particulars and numbers.

Strike out (a) if any cash security deposit is to be taken.

Strike out (b) if any cash security deposit is to be taken.

* Signature of contractor before submission of tender

Signature of witness to contractor's signature

Signature of the Officer by whom accepted.

Security deposit.

Compensation for delay.

Action where whole of security deposits is forfeited.

Should this tender be accepted I/We hereby agree to abide by and run all the terms and provisions of the said conditions of contract annexed here so far as applicable, or in default thereof to foretell and pay to the Municipal Committee or its successors the sums of money mentioned in the said conditions. The sum of Rs. _____ is herewith forwarded in current notes as earnest-money for the full value of which is to be absolutely forfeited to the said Municipal Committee or its successors in office without prejudice to any other rights or remedies of the said successors in office should I/We fail to commence the work specified in the above memorandum or (a) should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause (A) of the said conditions of contract, otherwise the said sum of Rs. _____ shall be retained by the Municipal Committee as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Municipal Committee on account of the security deposit specified in clause (B) of the said conditions of contract.

Dated the _____ day of _____ 195
 Witness:
 Address:
 Occupation:

This tender is hereby accepted by me on behalf of the Municipal Committee
 of _____
 Date the _____ day of _____ 195

CONDITIONS OF CONTRACT

Clause 1. The person/persons whose tender may be accepted (hereinafter called the contractor shall (A) within ten days of the receipt by him of the notification of the acceptance of his tender deposit with the Municipal Engineer in cash or Government securities endorsed to the Municipal Engineer (if deposit for more than 12 months) a sum sufficient (with the amount) of the earnest-money deposited by him) with his tender to make up the full security deposit specified in tender (B) (permit the Municipal Committee at the time of making any payment to him amount to ten per cent of all moneys so payable, such deductions to be held by the Municipal Committee by way of security deposit). All compensation or other sums of money payable by the contractor to the Municipal Committee under the terms of his contract may be deducted from or paid by the sale of a sufficient part of the security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Municipal Committee on any account whatsoever and event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as the Municipal Committee (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole works shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any works exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one-half of the work before one-half of such time has elapsed and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one per cent, or such smaller amount as the Municipal Committee (whose decision in writing shall be final) may decide on the estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

Clause 3. In any case in which any clause or clause of this contract the contractor shall have to pay compensation amounting to the whole of his security deposit or (if the sum or deducted by instalments) the Municipal Engineer or Officer of the Municipal Committee shall have power to adapt any of the following sources as he may deem expedient to the interests of the Committee.

(a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Municipal Engineer shall be conclusive evidence, and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Committee.

(b) To employ labour paid by the Municipal Work Department and to supply Materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials to the amount of which cost and price a certificate of the Municipal Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract, the certified of the Municipal Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which the excess certificate in writing of the Municipal Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Committee under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above causes being adopted by the Municipal Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances, on account of, or with a view to the execution of the work or the performance of the contract; and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and the Municipal Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled, paid the value so certified.

Contractor
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Clause 4. In any case in which any of the powers conferred upon the Municipal Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Municipal Engineer putting in force either of the power (b) vested in him under the proceeding clause he may if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contractor rates, in case of these not being applicable at current market rates to be certified by the Municipal Engineer, whose certificate thereof shall be final, otherwise the Municipal Engineer may be notice in writing to the contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plants materials, or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition the Municipal Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Municipal Engineer as to the expense of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

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Clause 5. If the contractor shall desire an extension of the time for completion of the work on grounds of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Municipal Engineer within 30 days from the date of the hindrance on account of which he desires such extension aforesaid, and the Municipal Engineer shall if in his opinion (which shall be final) reasonable grounds be shown, therefore authorize such extension of time, if any as may, in his opinion, be necessary or proper.

Extensio

Clause 6. On completion of the work the contractor shall be furnished with a certificate by the Municipal Engineer of such completion but on such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which work has been executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work doors, windows, walls, floors, or other part of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, or until the work shall have been measured by the Municipal Engineer or his subordinate in charge of the work whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off of dirt on or before the date fixed for the completion of the work, Municipal Engineer may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final cert

Clause 7. No payment shall be made for works estimated to cost and than rupees one thousand, till after the whole of the work shall have completed and a certificate of completion given. But in the case of work estimated to cost more than rupees, on thousand, rupees, the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Municipal Engineer final and conclusive against the contractor. But all such intermediate pay whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate pay accounts shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requirement of bad, unsound, and imperfect for unsuitable work to be removed and taken away and reconstructed or reconstructed, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the securing of any claim, nor shall it constitute, determine or affect in any way the powers of Municipal Engineer under these conditions, or any of them as to the final settlement and adjustment of the account or otherwise or in any other way very of affect the contract. The final bill shall be submitted by the work by the contractor by within one month of the date fixed for completion of the work, otherwise the Municipal Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payments
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