

MUNICIPAL CORPORATION, DURG

TENDER FOR A LUMPSUM CONTRACT

I/We do hereby tender to execute the whole of the work described in the drawing Nos..... and according to the annexed specification as signed by and dated for the sum of *Rs..... and should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfill all the conditions annexed to the said specification or in default thereof to forfeit and pay to the governor of M.P. the penalties of sums of money mentioned in the said conditions, viz.

Dated..... Tenderer's Signature.....

Address.....

Witnesses.....

Address.....

The above tender is hereby accepted by me on behalf of the Governor of the Madhya Pradesh.

The..... 19.....

*To be expressed in words and figures.

SECURITIES

Name	Address	Occupation or profession	Remarks
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CONDITIONS OF CONTRACT

1. The person(s) who tender may be accepted (hereinafter called the contractor(s) shall within ten days of the receipt by him/them of the notification of the acceptance of his/their tender deposit with the E.E. a sum equal to percent of the sum specified in the tender either in case or All damages to be borne,

or other sums of money payable by the contractor(s) to the Governor of M.P. 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 there from or from any sums which may be due or may become due to the contractor(s) by the Governor of the M.P. on 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 forfeiture under clause 13, the contractor(s) shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any such or sums which may be necessary to make the amount of deposit equal to per cent of the sum specified in the tender.

The contractor(s) is/are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together which are to be signed by E.E..... Division (hereinafter called E.E.) and the contractor(s) whether the same may or may not be particularly described in the specification or shown on the drawings; provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specification the E.E. is to decide which shall be followed.

2. The Contractor(s) is/are to set out whole of the works in conjunction with an officer to be deputed by the E.E. and during the progress of the works to amend on the requisition of the E.E. any errors of 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 to 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 in 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 all or any of these parts and the materials used therein to any officer of the Directorate of Inspections of the Ministry of Works, production and supply of the Government of India and such bearings, hinges or 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 charges will be payable by the contractor.

3. Complete copies of the drawings and specification signed by the E.E. 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 buildings in charge of the contractor's(s) agent who is to be constantly kept on the ground by the contractor(s) and to whom the instructions can be given by the E.E. The contractor(s) is/are not to sublet the works or any part thereof without the consent in writing of the E.E.

4. The E.E. 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 the contractor(s) is/are forthwith to comply with such requirements.

5. The contractor(s) is/are not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of E.E. to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In cases of daily labour all vouchers for the same are to be delivered to the E.E. or the officer-in-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 E.E. 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 E.E. for any alterations or additions in or to works is not to vitiate the contract but all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the E.E. and added to or deducted from the amount of the contract, as the case may be, at rates in force in the Department. In such cases in which rates do not exist, the Superintending Engineer will fix the rates to be paid.

7. All work and materials brought and left upon the ground by the contractor(s) of his/their orders for the purpose of forming part of the works are to be considered to be the property of Governor of M.P. and the same are not to be removed or taken away by the contractor(s) or any other without the special licence and consent in writing of the E.E., but to Governor of the M.P. is not to be in any way 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 E.E. 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 E.E. is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The E.E. is also to have full power to require other proper materials to be substituted and in case of default the E.E. 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 E.E. any of the works, are executed with improper materials or defective workmanship, the contractor(s) is/are when required by the E.E. forth with to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) is so doing within a week the E.E. is to have full

power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

10. Any defects, shrinkage or other defaults 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 E.E. to be amended and made good by the contractor(s) at his/their own cost unless the E.E. shall decide that he/they out to be paid for the same and in case of default the Governor of M.P. 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) is/are to be held 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 Governor of M.P. harmless from any claims for injuries to person 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 E.E. 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 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 E.E. when possession of the site can be had. The whole work, including all such additions and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the E.E.) shall be completed in every respect within.... months from the date of issue of the aforesaid order and if from any cause whatever other than willful obstruction or default on the part of the E.E. or his staff and except as hereinafter provided the whole of such work shall not be finished to the satisfaction of the E.E. within the said period, the contractor(s) shall forfeit to the Governor of M.P. from his/their security deposit by way of ascertained and liquated damages for each default and not by way of penalty the sum of Rs*.... per day for every completed day of such default provided that the entire amount of damages to be forfeited under the provisions of this clause shall not exceed ten per cent. on the estimated value of the whole work as shown in the tender.

Provided nevertheless 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 whether or causes not under the control of the contractor(s) in consequence of orders to that effect from the E.E. himself which orders the E.E. is the hereby empowered to give them in any or either of such cases it shall be competent for the E.E. by an order in writing to extend the aforesaid

period for final completion by such period or periods as he shall deem reasonable and the contractor(s) is/are to complete the works within such extended period or periods as aforesaid. Provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall within three days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension give to the E.E. written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the E.E. shall in his direction dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions with amount of damages in default of due completion shall apply in case of non-completion of the works within the extended time. Provided that the contractor(s) shall not be entitled to any extension of time in respect of the extra work involved in the extra depth of foundation mentioned clause 5.

14. If the contractor(s) shall become bankrupt or compound with or make any assignment for the benefit of his/their creditors or shall suspend or delay the performance of his/their part of the contract (except on account of causes mentioned in clause 13 or in consequence of not having proper instructions for which the contractor(s) shall have duly applied). the E.E. may give to the contractor(s) or his/their assignee or trustee, as the case may be, notice requiring the work to be proceeded with and in case of default on the part of the contractor(s) or his/their assignee or trustee for a period of seven days, it shall be lawful for the E.E. to enter upon and take possession of the works and employ any other person or persons to carry on the complete the same and to authorise him or them to use the plant, materials and property of the contractor(s) upon the works and the costs and the charges incurred in any way in carrying on and completing the said works are to be paid to the E.E. by the contractor(s). The E.E. shall be final authority to determine the amount spent to complete the unfinished work. The certificate of E.E. as to the value of the balance work done shall be final and conclusive against the contractor.

15. The contractor(s) shall be paid on the completion of each calendar month commencing from the a sum of 90% of total value of work done (.....) since the last payment according to the certificate of the E.E. When the works shall be completed, the contractor(s) is/are to be entitled to receive one moiety of the amount remaining due according to the best estimate of the same that can be made and the contractor(s) is/are to be entitled to receive the balance of all moneys due or payable to him/them under or by virtue of the contract within six months from the completion of the works. Provided always that no final or other certificate is to cover or relieve the contractor(s) from his/their liability under the provision of clause 10 whether or not the same be notified by the E.E. at the time or subsequently to the granting of any such certificate.

16. A certificate of the E.E. or an award of the referee hereinafter referred 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 but without prejudice to the liability of the contractor(s) under provision of clause 10.

17. Provided always that in case any question, dispute or difference shall arise between the E.E. and the contractor(s) as to what additions, if any, ought in fairness to be made to the amount of the contract by reason of the works being delayed through no fault of the contractor(s) or by reason or on account of any directions or requisitions of the E.E. involving increased cost to the contractor(s) beyond the cost properly attending the carrying out the contract according to the true intent and meaning of the signed drawings and specification, or as to the works having been duly completed or as to the construction of these presents or as to any other matter or thing arising under or out of this contract, except as to matter left during the progress of the works to the sole decision or requisition of the E.E. under clauses Nos. 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 withhold or not give any certificate to which he/they may be entitled, or as to the right of the contractor(s) to receive any compensation or as to the amount of such compensation payable to him/them under clause 18, then such question, dispute or difference of such certificate of the value or matter which should be certified, as the case may be, is to be from time to time submitted to the arbitration of a tribunal composed of one arbitrator nominated by the contractor(s) and one arbitrator nominated by the E.E./S.E. In the event of a disagreement between the arbitrator on any matter or matters, such matter or matters shall be referred to an umpire to be nominated by the C.E., and the award of such arbitrators or the umpire is to be final and where necessary to be equivalent to a certificate of the E.E. and the contractor(s) is/are to be paid accordingly.

18. If any time before or after the commencement of the work, Governor of the M.P. shall, for any reason whatsoever,-

(a) Cause alterations, omissions or variation in the drawings and specification involving any curtailment of the works as originally contemplated; or

(b) not required the whole 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 derived in consequence of the curtailment of the works by reason of alterations, omissions or variations or 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 engagements or made any advances to labour or taken any other pre iminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

Dated.....19..... Signature of Contractor.

Dated.....19..... E.E.....Division

APPENDEX 2.19
(See paragraph 2.091)

Specifications and Instructions

All material shall comply with the specification laid down in the Maharashtra P.W.D., Specification I S. Code & I.R.S. specification for Roads. It shall be collected, stacked and measured as provided in those specifications. Particular attention is drawn to the following:-

1. The contractor shall be responsible that the rules regarding quarrying, blasting, etc; contained in the M.P.W.D. Manual and Specifications, are observed.

2. Except with the written permission of the S.D.O./E.E. materials shall be collected from the specified quarries only if in any Km, material is found, which is proved to the satisfaction of the S.D.O./E.E., to have been brought from any other quarry, the S.D.O./E.E. may reject the whole of the material in that km. If, however, he decide at his option to accept the material, it being of the specified quality, he shall pay lead for all the material in the Km as if it came from the nearer quarry.

3. Notwithstanding anything provided to the contrary in the contract, actual leads from the nearest quarries shall be paid, the lead being measured by the nearest cart-track route although the contractor may be permitted to bring some or all the materials by a longer route by lorry or by a shorter route across fields by head-load or on pack animals. Any route which can be or was actually used by a loaded cart is a cart-track route.

4. The S.D.O./E.E. shall have power to change quarries at his option. The contractor will be entitled to actual lead only.

5. Inferior materials or materials collected in excess of the quantities ordered, or delivered in localities or positions or at times other than those ordered in the contract or by the executive staff of the department, shall be rejected. The contractor will be required to remove all rejected materials forthwith. The departmental will not be responsible for the custody of such materials or its use by the road gangs or any other persons after it has been rejected. The S.D.O./E.E. shall have power, if so wishes to remove rejected materials and the cost of removing the materials shall be recoverable from the contractor.

6. Unless expressly provided in the contract, the rates payable for the collection of materials included the cost of opening queries, removing overburden, bailing out of water and all other expenses whatever connected with the work. They also include cost of repairs to cart-tracks, temporary bridges or any other incidental expenses.

7. In order to discourage hollow stacking the S.D.O./E.E. shall have the right to re-stack in the presence of the contractor or his agent any stack of metal/builder selected at random and shall pay for all the materials in the km n the proportion that the re-stacked material bears to the original stack. To check the boxes of metal, moorum and sand, the measuring officer shall require the contractor to re-box with his own labour in the presence of the measuring officer certain selected heaps and shall pay for the whole quantity in the km. in the proportion that re-boxed material bears to the original heap. Measurements will ordinarily be taken only for completed 0.2 Km. i.e. 0.2 Km. in which collection of materials have been completed and evently distributed but it may not be refused merely because a small portion of sand or moorum collection has not been done. Decision of the E.E. shall be final.

* The sum will vary according to the requirements of the case but shall in no case exceed half percent of the total value of the contract.