

**OFFICE OF THE COUNCILLORS OF NORTH DUM DUM
MUNICIPALITY
163, M.B. ROAD, BIRATI,
KOLKATA – 700051**

Memo. No. NDDM/WW/ 1370

Dated:- 09.04.18.

**Notice Inviting e-Tender No: WBMAD/NDDM/WW/NIT-38/2018-2019 dated 16.04.2018.
DETAILED NOTICE INVITING e-TENDER**

Sl. No.	Name of Work	Amount put to tender	Earnest Money	Period of Completion	FUND
1.	Sinking of 300m x 200m Dia Tube-well excluding Pump installation at Bankra ,Ward No-1 &32	Rs.817750.00	2% of the Work value	30Days	Water Supply
2	Sinking of 300m x 200m Dia Tube-well excluding Pump installation at Sabitri Pally ,Ward No-3	Rs.817750.00	2% of the Work value	30Days	Water Supply
3	Sinking of 300m x 200m Dia Tube-well excluding Pump installation at Lenin Sarani near Krishna Kanan Ward No-5	Rs.817750.00	2% of the Work value	30Days	Water Supply

1. Applications are invited as specified by the Chairman, North Dum Dum Municipality on behalf of Board of the Councillors of North Dum Dum Municipality, 163, M.B.Road, P.O- Birati, Kolkata- 700051,Dist-North 24 Pgs.. Invites e-Tender (Electronic Tender) from eligible resourceful &bonafide contractors as per the enclosed list of works (Table -1)

2. Applicants willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Portal system through logging on to <https://wbtenders.gov.in> using the option Click here to Enroll. Possession of a Valid Class II Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the Tender submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://wbtenders.gov.in>

3. Intending tenderer can search and download NIEt and other tender documents electronically by logging on to the website <https://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the mode of collection of tender documents electronically.

4. For participating in the tender, the tenderer shall have to Deposit the Earnest Money in the form of Demand Draft drawn in favour of “Chairman, , North Dum Dum Municipality payable at North Dum Dum, issued by any Nationalized Bank within West Bengal on / after the date of publication of this Notice, for the amounts mentioned in the list of works under Table-1. The original copies of the Demand Draft etc. towards Earnest Money Deposit and hard copy of tender document should be submitted by the tenderer in sealed envelopes in the Office of the Chairman, , North Dum Dum Municipality P.O- Birati Dist-North 24 Pgs.Within the date as mentioned in Sl. No.-11, Table-1 positively, super scribing “The Name of the Agency, NIEt No & Name of the work they applied for...”. Scanned copies of the Demand Draft (Self Attested) for towards the EMD should be uploaded as Statutory Document / Technical File. The Co-operative societies are not to avail the exemption of Earnest Money Deposit.

5. A prospective tenderers shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Eligibility criteria for participation in tender:

i) The prospective tenderers who are eligible to participate (Bonafide Outsider Contractors / Engineers Co.Op. / Labour Co. Op. etc. etc.) should have sufficient resources, financial solvency, sufficient experience during the last 5 (Five) financial years (FY 2012-2013 to FY 2016-2017) prior to the date of issue of this Notice at least single work of similar nature under the State/Central Govt. Undertaking, Board/Corporation, Local Bodies or similar Govt. Organization etc., and owned at least 1 (One) no .Reverse circulation Rig and 1(One) no. Direct Rotary Rig with Motor vehicle registration. having a magnitude of 40% (forty percent) of the estimated amount put to tender Scanned copy of Payment certificates or completion certificate issued by the Concerned Executing/ Authority should be uploaded as Non-Statutory Document through online.

ii) Uploading of scanned copies of Pan Card, up to date Income Tax Return receipts, up to date Professional Tax receipts, up to date GST registration Certificate along with employment registration certificate under govt.of W.B.labour dept. including GST Return, valid Trade License in the Technical Proposal as Non Statutory Documents.

iii) Registered Unemployed Engineer's Co-Operative Societies and Registered Labour Co-Operative Societies are to upload the documents apart from the documents mentioned under Cl. 6(ii) Registration certificate, Bye Laws, audited balance sheet showing up to date accounts as Non Statutory Documents.

iv) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum as Non Statutory Documents.

v)Legal disputes of any forms, shall have to be resolved within kolkata jurisdiction.

The Tender Documents shall consist of the following documents:

- | | | | | |
|----------|---------------------|-----------|---|------|
| i.Tender | Form | Municipal | K | Form |
| ii. | NIE T | | | |
| iii) | Technical Paper | | | |
| iv) | BOQ/ Price Schedule | | | |

7. Submission of Tenders

7.1 General process of submission

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is

Qualifying Bid and the other is Financial Bid, before the prescribed date and time mentioned in Table-1.

Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

a. Statutory folder containing,

- i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no, fax & e-mail.
- ii) Scanned copy of demand draft towards Earnest Money Deposit (EMD) as prescribed in the NIE T, in favour of "Chairman, North Dum Dum Municipality payable at Birati, North 24 Pgs.
- iii) Notice Inviting Tender
- iv) Tender Municipal K Form
- v) Technical Documents
- vi) BOQ/Price Schedule

Note:

i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.

- ii. Tenders will be summarily rejected if any item in the statutory cover is missing.
 - iii. In case of any inadvertent typographical mistake the same to be treated to be corrected as to confirm to the prevailing relevant schedule of rates or technically sanctioned estimate.
 - iv. Necessary deduction i.e. GST, S.T. I.T. CESS, Royalty etc. will be made as per relevant Govt. order.
 - v. Original demand drafts for under Sl. No. 4 should reach to the Office of the Chairman, North Dum Dum Municipality P.O Birati, , Kolkata -700051 on or before due date and time to table-1.
- b. Non-Statutory Technical cover containing,
- i. Up to date Professional Tax (PT) Clearance receipts, IT PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.
 - ii. Up to date GST Registration Certificate and up to date and valid Return Certificate of the last quarter of the current financial year.
 - iii. Registered Deed for Partnership Firm, if applicable with notary.
 - iv. Payment certificates or completion Certificate during the Last 5 (five) consecutive years [as stated in Clauses 6 (i) for one single work of similar nature work of at least 40% (forty percent) of the amount put tender for the work the contractor intends to participate.
 - v. For Registered Unemployed Engineers'Co-Operative Societies and Registered Labour Co-Operative Societies registration papers in support of their registration, Bye Laws, up to date audited balance sheet.
 - vi. Up to date Rig with Motor, vehicle registration .certificate
 - vii.Up to date Employment registration certificate under govt.of W.B.labour dept.having also P.F & ESI facility for the worker
 - viii Experience profile should be furnished as per following table.

Experience profile

List of projects undertaken that are similar in nature to the works having more than 40% of the amount put to tender for the work for the last 3(three) financial years i.e. from FY 2012-2013 to FY 2016-2017.

Name of Agency	Name location & nature of work	Tender No. & Work order No.	Name of E.I.C. responsible supervision of for work	Estimated amount put to tender(Rs)	Contractual rate	Date of commencement	Schedule date of completion	Actual date of completion of work	Reason for delay in completion (If any)

Note: Applicant may add necessary column and space, if required from his end.

THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Documents list and then click the tab

Submit Non Statutory Documents to send the selected documents to Non-Statutory folder. Next, click the tab

Click to Encrypt and upload and then click the Technical Folder to upload the Technical Documents.

Sl. No	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES (ALL CERTIFICATE SHOULD BE UP TO DATE)	<ol style="list-style-type: none"> 1. GST Registration Certificate 2. PAN Card 3. P Tax (CHALLN) 4. Income Tax Return receipts (refer clause 6-ii) 5. Pre-Qualification Application (Form I) 6. Valid Trade license 7 Rig Machine Motor vehicle Registration Certificate 8. Employment registration certificate under.govt.of W.B labour Dept.having also P.F &ESI facility.
B.	COMPANY DETAILS	COMPANY DETAILS	<ol style="list-style-type: none"> 1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD. Company (Registration Certificate, Trade License) 4. Co-Operative Society (Society Registration Certificate) Bye Laws, up to date Audited Balance Sheet. 5. Power of Attorney (Registered)
C.	CREDENTIAL	Credential	<ol style="list-style-type: none"> 1. Payment Certificate or Completion certificates for Similar Nature of Work Done (refer clause 6 i)

NOTE: FAILURE OF SUBMISSION OF ANY ONE OF THE ABOVE MENTIONED DOCUMENTS WILL RENDER THE TENDER LIABLE TO BE REJECTED.

8. Financial Proposal

- i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities - (BOQ) the contractor is to quote the rate (percentage above/below/at par) online filled up in all respect.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.

9. Penalty for suppression / distortion of facts: If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Chairman, North Dum Dum Municipality P.O Birati, Dist North 24 Pgs. may/shall take appropriate legal action against such defaulting tenderer. The authority may ask to show hard copies of all credentials, certificates, company details, partnership deeds etc. etc. as uploaded by the tenderer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.

10. Rejection of Tender

The employer (Tender accepting authority) receives the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the ground for employer's (Tender accepting authority) action.

11. Date & schedule

(TABLE-I)

a)	Name of the work:-	As Stated Above
b)	Name and Address of the Tendering authority	Chairman, North Dum Dum Municipality P.O Birati, DistNorth 24 Pgs.
c)	Eligibility of the Contractor :-	Enlisted contractor of PWD. Dte, Govt Bonafide outsiders, Reputed firm, Engineers Co-Operative, having an experience of similar type of works of value at least 40% of the estimated amount put to tender executed under Government/Semi Government, Public Sector, Government autonomous body within last 5(five) financial years (FY 2012-2013 to FY 2016-2017) and also should possess valid PAN card., GST/Sales Tax, Professional Tax Clearance Certificate and Valid trade license. MOU / Joint Venture/ sub contract in any form will not be allowed or provided in this contract.(refer clause 6-i) Rig Machine Motor vehicle Registration Certificate & Employment registration certificate under.govt.of W.B labour Dept.having also P.F &ESI facility.
d)	Cost Price of Tender documents :-	Rs. 1000.00
e)	Earnest money:-	As per NIE T
f)	Time of completion	As per NIE T
g)	Date and Time Schedule as follows :	
i)	Date of uploading of NIE T, and Tender	16.04.2018 at 18:00 hour
ii)	Document downloaded / sell start date (on line)	16.04.2018 at 18.15 hour
iii)	Tender submission start date (on line)	18.04.2018 at 10.30 hour
iv)	Tender submission closing date (on line)	26.04.2018 at 17.30 hour
v)	Tender opening date for Technical proposals (on line)	30.04.2018 at 14.00 hour
vi)	Date of uploading list for Technically Qualified Tenderers (on line)	To be notified later
vii)	Date and place for opening of Financial proposals (on line)	To be notified during uploading of Technical Evaluation
viii)	Date of uploading of list of Tenderers along with the offer rates through (on line)	To be notified later.
ix)	Also if necessary for further negotiation through offline for final rate	To be notified later.

Note:

1. In case of bundh/strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated on the next working day on the same time as scheduled above only for Sl. No. h) (v) to (x) of Table-1 unless otherwise notified through Net (e-PORTAL)
2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by The Chairman, North Dum Dum Municipality.
3. The successful tenderer shall have to execute an agreement with the authority as per usual norms in the Municipal K Form within 7 days after the issue of acceptance letter.
4. The contractors shall have to procure all materials including steel and cement as and when necessary as per directive of EIC whose decision is final and binding.
5. Recovery of 1% (one percent) for labour welfare cess of gross value of the bills to be made as per regulation of employment and conditions of service act, 1996.
6. Site inspection should be made before submission of tender.
7. In case of any dispute arising in this regard the Chairman, North Dum Dum Municipality will have exclusive Jurisdiction to deal with the same.

KalyanKar
Chairman
North Dum Dum Municipality

FORM –I

PRE-QUALIFICATION APPLICATION

To

The Chairman
North Dum Dum Municipality
Birati, Kolkata - 700051

Ref: - Tender for

(Name of work)

NIE T.No.:

Dear Sir,

Having examined the Statutory, Non statutory and NIE T documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of..... in the capacity of Duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

(a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contractbid under this project.

(b) Tender Inviting andAccepting Authority/Engineer-in-Charge reserves the right toreject any application without assigning any reason.

Encl:- e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: - Signature of applicant
(including titleand capacity in which application is made)

Copy forwarded for information to-

1. The District Magistrate, Barasat, North 24 Pgs.
2. The Engineer-in-Chief, M.E. Directorate, Bikash Bhawan, Salt Lake City, Kol- 700091.
3. The Chief Engineer, M.E. Directorate, Bikash Bhawan, Salt Lake City, Kol- 700091.
4. The Executive Engineer, North 24 Parganas Division, M.E. Dte. Barasat.
5. The Executive Officer, North Dum Dum Municipality
6. The Assistant Engineer, North Dum Dum Municipality
7. The Head Clerk, North Dum Dum Municipality
8. The Accountant, North Dum Dum Municipality
9. Notice Board.
10. Respective File.

Sd/-
Kalyan Kar
Chairman
North Dum Dum Municipality

CONDITIONS OF CONTRACT

1. The definition of contractor under this terms, & conditions is a person or a group of persons or a firm agreeing to perform a work (Masonry Road/Carpentry / Earth work / Electrical / Automobile / Water supply or otherwise in a part or as a whole per desired (by the Authority) sets of specification, design, quality, quantity within a fixed duration of time. The performance of the said work may include supply of materials and or execution of the work.

2. The definition of a Supplier, under this terms & condition is a persons or a firm agreeing to supply certain goods or materials as per desired (by the Authority), sets of specification design, quality and quantity and within a fixed period of time and at a specified place. Carriage cost is to be born by the supplier.

3. The Chairman means the Chairman of the North Dum Dum Municipality.,

4. The Vice-Chairman means the Vice-Chairman of North Dum Dum Municipality, who may officiate, as the Chairman in the absence of the Chairman

5. Executive officer means the Executive officer of North Dum Dum Municipality.

6. The subordinates of the Chairman/Vice Chairman means any officer or staff of the North Dum Dum Municipality authorised by the Chairman/Vice Chairman in this regard.

7. The person whose Tender may be accepted shall before the date fixed for commencing the work or supply as the case may be, deposit in cash or Government securities endorsed to the Municipality a sum amounting to (IO) ten percent on the cost of the work undertaken by him as security for the due performance at his contract. All damages payable by the supplier/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.

8. The dates fixed by the Municipality for the commencement and completion of work supply as entered in the tender shall be strictly observed by the contractor/supplier 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 the execution of works supplier the contractor/supplier 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/supply 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 and three-fourth of the work/supply when three-fourths of the time has elapsed, and the penalty for failure in either of those in cases shall likewise be that the contractor/supplier shall be subject to pay daily damages at the rate of (1) one percent on amount of the estimate for every day not exceeding ten days that the due quantity 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 amount of the security deposit. All damages payable under the provisions of the clause or of clause 20 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.

9. In every case in which under any clause or clauses of his contract the contractor/supplier 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/supply completed without further notice at the contractor's/supplier's risk or expense as the Municipality may deem best suited to their interests and the contractor/supplier shall have no claim to compensation for any loss that may accrue from any materials he may, have collected or engagements 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 to become due from the Municipality to the contractor/supplier on account of this or any other work. And in case the contract shall be rescinded under the provisions aforesaid, the contractor/supplier 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/Vice-Chairman shall have certified the performance work and the value thereof and he shall only be entitled to be paid the value so certified.

10. In the event of the Municipality putting in force the power vested in them under the preceding clause, they may if they so required take possession of all tools plants materials and stores or any portion thereof on 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 therein 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 may have them removed at the contractor's/supplier's expense or sell them by auction on account of the contractor/supplier

11. If the contractor/supplier shall be hindered in the execution of his works so to necessitate an extension of the time allowed for its completion he shall apply in writing to the Municipality who shall if reasonable 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 8 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 clause 8 is limited for the completion of such part.

12. On completion of the work supply the contractor/supplier shall furnish with certificate to that effect to the Municipality, but no works supply shall be considered as complete until the contractor/supplier 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 /supply shall have been caused to be measured by the Chairman or Executive Officer, whose measurements shall be binding and conclusive, after the 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 or Executive Officer for measuring the work/supply. If the contractor/supplier shall fail to clear his work supply as herein provided before completion and delivery he shall forfeit all claims to surplus material and the work/supply shall be cleared by the Chairman or Vice-Chairman or Executive Officer at the expense of the contractor.

13. No payments shall be made for works/supply, estimated to cost more than Rupees one thousand till after the works/supply have been completed and approved. But in case of works/supply estimated to cost more, than Rupees one thousand the contractor/supplier shall receive a monthly payment to such extent as the may be approved and passed under certificate by the Chairman. But all such intermediate Payments shall be regarded as payments on account to be covered by the final bill for the complete, work/supply, and not as payments for work/supply actually done and complete the final bill shall be submitted by the contractor/supplier. Within one month of the completion of the work/supply otherwise The Chairman or Vice-Chairman's or Executive Officer's certificate of the measurements shall be accepted as final and binding on all parties,

14. A bill shall be submitted by the contractor/supplier each month for all work/supply 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, if possible, by the expiry of ten days from the presentation of the bill. Should the contractor supplier be unable to prepare the bill himself, the Chairman or Vice-Chairman shall depute a subordinate to measure up the work/supply done the presence of the contractor/supplier whose countersignature to the measurements list will be sufficient warrant to the Chairman or Vice-Chairman to prepare the bill for him from that list.

15. No work/supply will be paid for unless it is thoroughly good and full in accordance with the specification and should through inadvertence bad work/supply 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 the value at any date previous to or at the time of granting the final certificate.

16. 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/supply 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/supplier is to be made by the Chairman or Vice-Chairman at the time of payment.

17. 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/supplier 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 / supplier 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 / supplier from the bills submitted by the contractor/supplier or by, the sale of the security deposit or a sufficient part thereof. All materials supplied to the contractor / supplier shall remain the absolute property of 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 / Executive Officer. 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 / supplier shall not return remains of 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.

18. The contractor/supplier shall, invariably execute all, work/supply in the most substantial and workman like manner and the materials used shall be of the best description. The contractor, supplier shall also conform minutely to the designs, drawings and instructions in written form relating to his work / supply signed by the, Chairman or Vice-Chairman and lodged in his office for the contractor's/supplier inspection during office hours.

19. The Chairman or Vice-Chairman shall have power to make any alterations in the original designs, drawings or instructions that may appear to him to be necessary during the progress of the work/supply and the contractor/supplier shall be bound to carry them out within such times as the Chairman or Vice-Chairman by writing under the hand specifying the alteration shall appoint and on the same conditions as the contractor supplier agreed to do the main work/supply and if there should be no rate agreed on for the extra work/supply, then the work supply shall be done at the rates mentioned in the estimate for such work and if there should be no estimate or no such work should be mentioned therein than at the rate mentioned in the Municipality's Schedule of Rates. Such alterations shall not invalidate the by the time of the completion of the work/supply supply will be extended in the proportion that the extra supply 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 Supplier shall not make any alteration or execute any work/supply not provided in the contract without the Chairman or Vice-Chairman's authority in writing.

20. If it shall appear to the Chairman or Vice-Chairman or his subordinate in charge of the work that any work supply has been executed with unsound, imperfect or unskillful workmanship or with materials of an inferior description, the Contractor/supplier shall on demand in writing forthwith rectify, remove, or reconstruct the same in whole or in part, as the case may require at his own proper charge and cost: on 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 work in a specific period, any materials or article which are considered by the same officer unsound, of bad quality or not agreeable to the terms of the contract and to provide immediately suitable materials or articles in lieu of those, condemned, then the Contractor/supplier shall be liable to pay damages at the rate of one percent on the estimate for every day not exceeding ten days that he fails to comply with the written demand of the Chairman or Vice-Chairman or his subordinate authorised to do so.

21. Should the Chairman or Vice-Chairman consider that work/supply, although not executed in strict accordance with the specification, may be allowed to stand is empowered to pay for the same such reduced rates as he may fix but this proceeding is quite optional on his part.

22. All works/supply 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/supplier shall always when he is not himself present have a responsible Agent at the work supply 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 instructions. Order given to the Contractor/supplier Agent shall be considered to have the same force, as if they had been given to the contractor / supplier himself.

23. The Contractor / Supplier 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, considers desirable failing which he may have this done at the Contractor's cost deducting the charges incurred from this bill.

24. The Contractor/Supplier shall give due notice in writing to the Chairman or Vice-Chairman or his assistants to measure any work/supply 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 authority in writing of the Chairman or Vice-Chairman or his assistants to cover it up, in default whereof at the opinion of the Chairman or Vice-Chairman the same shall be uncovered at the contractor's/supplier expense, or no allowance shall be made for such work or materials.

25. If the contractor/supplier 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, cultivated ground or if any damage shall happen to the work while in progress from any cause whatever or any imperfection become apparent in it, he shall make the same good at his own expense, or in default Chairman or Vice-Chairman may cause the same to be made good at his own expense, by other workmen and deduct the expense from any sum that may be taken, or at any time thereafter due to the contractor / supplier.

26. The Contractor/supplier shall supply, at his own cost all plant, tools, implements ladders, cordage, tackle 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 charge the requisite agency with the necessary means to set out works, and to count, weigh and assist in the measurement of his work or material., 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 by any person for injury sustained owing to the of the above precautions and to pay any damages and cost which may be awarded as consequence.

27. No work/generally to be done on Sundays without any permission of the Chairman or Vice-Chairman or Executive officer.

28. No Contract shall be assigned or sublet without written approval of Chairman or Vice-Chairman Every Contractor/ Supplier assigning or subletting his contract without such approval shall be considered to have thereby committed a breach of contract and the Municipality may thereupon rescind the contract and the security deposit of such contract shall stand forfeited and be, absolutely at the disposal of the Municipality and the Contractor/Supplier shall have no claim for any compensation- for any loss that may accrue, from materials he may have collected engagements entered into nor, shall he be entitled to recover or be paid for any work / supply therefore actually done under the contract.

29. In the case of partners tendering no change in the individuals or the firms shall attach Supplier's the persons who may sign such tender. Any such change shall be forthwith notified by Contractor/ Suppliers to the Chairman or Vice-Chairman for his information.

30. All work under execution by contract shall be under the direction of the Chairman or Vice Chairman or in their absence Executive Officer for the time being whose decision shall be final conclusive, and binding on all questions relating to the meaning of drawings and specifications and to the quality of workmanship and materials used on the work / supply.

Signature of the party }
or partners tendering }

(Signature)

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS/SUPPLIERS

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-Authority authorising him 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 / suppliers described in their tender or contract as a firm.