



# THE NORTH DUM DUM MUNICIPALITY

Birati, Kolkata - 700 051

No. 3225

## TENDER FOR WORKS / SUPPLY

I hereby submit tender for the execution by contract of the undermentioned work / supply 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 / SUPPLY TENDERED FOR

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

\* Please attach a separate sheet, if necessary.

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 of 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 not deposit the full amount of 10 percent, on the estimated cost of the work/supply in accordance with clause 7 of the conditions of contract, in the event of this Tender being accepted.

Name .....

Address .....

Date .....20

The above Tender is hereby accepted by me on behalf of the Board of Councillors of the North Dum Dum Municipality.

Chairman / Vice-Chairman  
North Dum Dum Municipality

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 (10) 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 accure 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 rower to deduct whatever amount may be expended on the completion of the work from any sums that may be cue 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 leivable 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. It 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 specified 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 Liew 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

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 be 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 shaft 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-Attorney 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.
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	2,000

**NORTH DUM DUM MUNICIPALITY**  
**BIRATI, KOLKATA - 700 051**

Tenders are to be submitted In prescribed form to be had from the office of the North Dum Dum Muntclpality on working days on payment of Requisite fees.

Tenders are to be submitted in sealed covers which are to be superscribed with Tender for the \_\_\_\_\_

\_\_\_\_\_

Under Fund :- \_\_\_\_\_ in Ward No. \_\_\_\_\_ Name of the work is to be mentioned on the top and name of Tender on the left hand on each cover.

3. Earnest money at the rate of two percent of the tendered value shall have to be deposited along with tender paper for each work in Bank Draft, falling which, the tender will be informal and not valid for acceptance.
4. The work must be executed according to the specifications as prescribed In the specific priced schedule of the Municipality.
5. Tenderer shall have to produce documentary evidence of his / their financial resourcefulness If asked for before accepting the tender.
6. Certificate in support of previous experiences of works shall have to be produced at the time of purchasing tenderer sets.
7. Valid Income and sales Tax and Professional Tax Certificates must be produced before purchasing the tender paper. An intending must visit the site of work before submitting tender and it will be presumed that the tenderers has / have visited the site of the work in all cases.
8. Detailed estimate and specifications of the works as prepared for any or all project may be seen in the office of the undersigned during working hours on any working days before submitting tender.
9. The work Is to be completed within ..... days. Time will be treated as essence of contract. A penalty upto 10% may be imposed if the work is not completed in time. Application for extension of time on reasonable ground should reach this office before 10 days of the expiry of time schedule over which discretionary power will be reserved by the Municipal authority.
10. Tender is / are to quote and sign on the body of the Tender Forms as well as on the body of the specific priced schedule in figures and in works as well their rate / rates in terms of percentage above / below or at par rate / rates show in stated before may be seen in the Municipal Office and will be supplied to each tenderer alongwith the (Tender forms) etc.
11. All tools, plants and implements necessary for the execution of the work will have to be

supplied by the contractor at their own cost and responsibility.

12. The quantum as well as Items of work may vary at the time of execution in that case the specification and rates not mentioned in the priced schedule will be determined from the current schedule of Eastern Circle, P.W.D. of West Bengal etc.
13. The rates of the item/Items not mentioned the Eastern Circle P.W.D. Schedule will be determined by proper analysis of the prevailing market rate/rates.
14. Tenders are to be noted that 2% (two per cent) income tax will be deducted from the bill as per law prevailing in the land.
15. The successful tenderer shall have to execute a contractual agreement in form No -97 (vide rule 155 of Bengal Municipal accounts rules) at his own cost stamped with a nonJudicial stamp (value at least 10/-) (Rupees Ten) onty within 3 (Three) days from the date of acceptance on the tender failing which the tender may be liable for cancellation by the authority concerned.
16. In the case of successful tenderer 10% (per cent) of every bill amount will be deducted as security deposit by the which earnest money deposited @2% at the time on submission of the tender will be adjusted against such deduction.
17. The earnest money and the security money will carry no interest. The eamest money will be refundable to the unsuccessful tender after final disposit of the tender.
18. The Tenderer shall have no jurisdiction to change the specifications of work. The Municipal Authority shall have the right to increase or decrease the quantity or items of work or to withdraw from the actual operation of any item of work or to withdraw as shown In the specification or delete any work or Item as and when considered necessary.
19. The Municipal Authority is not bound to accept the lowest tender and reserve the right to reject any or every tender without assigning any reasons/reason whatsoever, and / or to carry on negotlatlon wth any tenderer In ,any manner considered beneficial in the public interest or that of the Municipality.

Chairman,  
North Dum Dum Municipality

I / We agree to carry out the work mentioned In the Tender Notice at the rate (     per cent) below / above / at par with the rates as shown in the specific price schedule for the Development / Construction / Repairing / Improvement of \_\_\_\_\_

In ward No. \_\_\_\_\_ under North Dum Dum Municipality.

\_\_\_\_\_  
Signature of the Contractor

**DECLARATION OF THE TENDERER**

I / We have inspect the site of work and have made myself / ourselves fully acquainted with local conditions in and around the site of work. I / We have carefully gone through the notice Inviting Tender and other Tender documents mentioned therein. I / We have also carefully gone through the specific prce schedule for the Development / Construction / Repairing / Improvement of \_\_\_\_\_

in Ward No. .... under North Dum Dum Municipality. My / Our Tender is offered taking due consideration for all factors and if the same be accepted. I / We promise to abide by all the stipulations of the contract document and carry out and complete the work to the satisfaction of the authority concerned.

\_\_\_\_\_  
Signature of the Contractor