

# Municipal Corporation, Amritsar

**Subject: - Estimate for the Up gradation & Beautification of approach Road to Golden Temple road (Section Dharam Singh Market to Shani Mandir), Amritsar.**

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- Scope of work :-**
- a) **Construction of Footpath 5'.0"av. width along the existing approach road to Golden Temple road in front of Dharm Singh Market.**
  - b) **Providing & laying 100mm thick Vibroforming Interlocking coloured tiles.**
  - c) **Const. of Road Gully Chambers.**
  - d) **Chhabil for pilgrimages.**

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1. Construction of Foot Path consisting Kerb Stone, kerb channel, finishes with colored Interlocking Tiles flooring.  
Total length as per design.200 rft  

@ Rs. 464.28 per rft.(Analysis attached) = Rs. 92, 856/-
2. Providing and laying 60mm th.Vibroforming colored Tiles flooring, complete in all respects.  
Total area as per detail = 25061.71 sft.  

@ Rs. 124/- per sft.(Analysis attached) = Rs. 32, 75,013/-
3. Const. of Bell mouth type Road gully Chambers.  
(As per analysis attached)  

Length of SW pipe	10'	5 Nos.	@ Rs.4538/- each	= Rs.	22, 960/-
Length of SW pipe	16'	10 "	@ Rs.5774/- "	= Rs.	57, 740/-
Length of SW pipe	20'	10 "	@ Rs.6245/- "	= Rs.	62, 450 /-

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|----|--|-------|------------|
| 4. | Providing & fixing SS litter Bins  |       |            |
|    | 4 Nos. @ Rs.10000/- each   | = Rs. | 40,000/-   |
| 5. | Providing & fixing SS Benches 5'x1'.4"   |       |            |
|    | 4 Nos. @ Rs. 42000/- each  | = Rs. | 1,68,000/- |
| 6. | Providing & fixing Cement Concrete Benches 5'.0" x 1'.4"<br>with back as per design. |       |            |
|    | 15 Nos. @ Rs. 7581/- each  | = Rs. | 1,13,715/- |
|    | Add 10% contractor's profit  | = Rs. | 11,371/-   |

### Renovation of Chhabil

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|----|--|-------|----------|
| 7. | a) Providing & fixing one Voltas Water cooler Model PSS<br>150/150 inclusive VAT   | = Rs. | 38,000/- |
|    | b) Two Nos. Ater purifier R.O. 25 ltr / Hour capacity Zero B   | = Rs. | 58,000/- |
|    | c) One automatic Stabilizer 4 KVA Copper Series i/c VAT  | = Rs. | 2,700/-  |
|    | d) Cartage & Fitting charges   | = Rs. | 450/-    |
| 8. | Providing & Fixing 4.5mm thick Facing tiles  |       |          |
|    | a) Tiles 400 sft. @ Rs. 47.22 per sft.   | = Rs. | 18,888/- |
|    | Add 12.5% VAT  | = Rs. | 2,361/-  |
|    | b) Labour CSR 14.50ii i.e 37.16 sqm.<br>@ Rs.46.70 per Sqm + 475% CP   | = Rs. | 9,978/-  |
| 9. | Providing & fixing Fully retro-reflective Engineering grade<br>High Intensity Board of size 900 x 600mm as per design.<br>(Analysis attached) 1 No. @ Rs.7243/- each | = Rs. | 7,243/-  |

10. Supplying & Installation of Permanent Tree “Date Palm” fully developed brushes and leaves I/c three year maintenance & theft risk complete in all respects as per analysis and detail attached.	
5 Nos @ Rs.35000/- each	= Rs. <u>1, 75, 335/-</u>
	= Rs. 41, 57, 352/-
Add 1% contingency charges	= Rs. <u>41, 573/-</u>
	Total = Rs. 41, 98, 925/-

**Say Rs. 41.99 Lacs**

**Note:** - The rates provided in the above estimate are only for estimating purposes, based upon Pb. P.W.D. CSR 1987 + SCP and N.S. rates are already approved by the Corporation as well as by EIC Local Government Punjab. Analysis of the same are also enclosed with the estimate. Payment of the items not executed at site will be deducted from the bills of the contractor and nothing will be paid extra on any account.

**Analysis of rate for prov.& laying Interlocking tiles 100 mm thick along road side i/c dismantling work,removal of malba & constn. of toe wall etc.complete in all respects, at Dharam Singh Market, Amritsar.**

**Unit : 1 sq.ft.**

**Taking area as 10' x 10' = 100 sft.**

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1/8.6a & d	Dismantling Extg. Cement Concrete flooring i/c base course. 1 x 10' x 10' x 8/12 = 66.66 cft. Or 1.886 cum @ Rs. (17+56) = 73/- cum + 900% CP	= Rs. 1376.78
2/10.5b	Laying Cement Concrete 1:8:16 for bed 1x10'x10' x 1/3' = 33.33 cft. Or 0.94 cum @ Rs. 218/- per cum + 495% CP	=Rs. 1211.36
3/NS	P/L interlocking tiles 100 mm thick with Cement mortar 1:3 as per already Approved rate and design attached 1x10'x10' =100 sft. @ Rs.114.96- per sft.(analysis attached)	=Rs.11496.00
4/5.2 &4.1 (a)	Earth work in excavation in gravel soil & Removal of malba lead 8 kms, 1x10'x10' x 8/12 = 66.66 cft. Or 1.886 cum @ Rs. 203/- per cum	= Rs. 382.85
5/derived rate	Extra carriage of material CC topping 1.2 cft. Or 0.03 cum CC 1:8:16 0.94 cum Crusher 0.03 cum @ 90% 0.027 cum @ 1 cum per cum <u>0.94 cum</u> 0.967 cum @Rs.374/- per cum	=Rs. 361.65
	Sand 0.013 cum 0.47 "	
	Brick work <u>0.057 "</u> 0.54 cum @Rs.207.37 per cum	=Rs. 111.19

Contd. P/2

6./CP list	Extra rate for cement for item No. 1 only	
	0.94 cum @ 1.80 Bags per cum= 1.69 bags.	
	@ Rs. 25.50 per bag	=Rs. <u>43.09</u>
	<b>Total</b>	<b>=Rs. 14982.92</b>
	Rate for 100 sft.	=Rs.14982.92
	Rate per sft.	=Rs. 149.82
	<b>Say Rs.150/- per sft.</b>	

## **General Terms & Conditions**

- 1) The quantities of the estimate are liable to be increased or decreased.
- 2) The undersigned reserves the right to reject or accept any tender without assigning any reason.
- 3) If any holiday is declared on opening date of tender, the same shall be opened on the next working day.
- 4) Validity of tender rates will be at least 90 days..
- 5) No materials will be issued by the department.
- 6) The tender without Earnest Money will be out right rejected.
- 7) No extra work will be executed beyond/against the estimate quantity/site/specifications.
- 8) Contractor/Firms/Society must have VAT Registration number, Which must be uploaded along with General Documents.
- 9) It shall be responsibility of the contractor /co.op society to follow the all relevant Act/Rules of Govt. for labour recruitment.
- 10) Co.op society must submit "the capacity certificate (for 2010-2011) with never be black-listed" from the competent authority.
- 11) The Municipal Corporation, Amritsar reserve to themselves the right of accepting the whole or any part of tender and tenderer shall be bound to perform the same at his quoted rates.
- 12) This notice of tender shall form part of the Contract Documents.
- 13) Scanned Copy of EMD (5% of the estimate amount) and tender cost (Rs.100/-) is to be uploaded along with tender documents. The Original EMD & Tender Cost in the form of DD/Deposit at call from a Nationalized Bank in favor of Superintending Engineer (Civil), Municipal Corporation, Amritsar, payable at Amritsar and Processing Fees as described on website in favour of ITI Ltd. Payable at New Delhi, should reach in the office of S.E(Civil) before opening of the bids . The tender will be summarily rejected, if any of the above stated fees is not received in the office of S.E(Civil) before opening of tender.
- 14) The CONTRACT is not transferable
- 15) The tender shall be governed as per conditions of MW-4 Form, applicable for all Municipal works.
- 16) The contract prices are firm for the entire period of contract.
- 17) Income tax./Sale tax shall be deducted from all the payment to be made, in accordance with the provisions of Income Tax/Sale Tax Act as directed by Govt. from time to time.
- 18) The rates quoted by the contractor should include Octroi, Terminal tax, Sale Tax & all taxes applicable & F.O.R Amritsar
- 19) The Department shall not be held responsible for non-receipt of tender.

# MUNICIPAL CORPORATION, AMRITSAR

## Percentage Rate, Tender and Contract for Works.

### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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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 that the work to be carried out, as well as the 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 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 drawings and Estimate rates/ Scheduled rates and any other documents required in connection with the works signed for the purpose of identification by the Municipal Engineer, shall also open for inspection by the contractor of the office of the Municipal Engineering during the 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. Receipt for payments made on an 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 tender 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 percent, above or below the rates specified in the notice calling for tenders he is willing to undertake the work. **Only one rate of percentage more or less on all the Estimated rates/ Scheduled rates shall be named tenders**, which proposed any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any condition of any sort, shall be liable to rejection: no single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender each tender shall have the name and number of the work to which they refer written outside the envelopes.

5. The Municipal Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time, and shall enter the amount 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 any of the tenders.

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

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Municipal works Department and their issue rates shall be filled in and completed in the office of the 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 tenderer shall request the office to have this done before completes and delivers his tender.

### **TENDER FOR WORKS**

I/We hereby tender for the execution for the Municipal committees of \_\_\_\_\_ of the work specified in the under written memorandum within the time specified in such memorandum at \_\_\_\_\_ percent below/ above the rates entered in the Estimate/ Schedule of rates mentioned in figures as well as in words Rule I & in accordance in all respects with the specification, designs and drawings. Instructions in writing referred to in the notice calling for tenders and in clauses II of the annexed conditions and with such materials as are provided for by, and in all other respects accordance with, such conditions so for as applicable.

**MEMORANDUM**

- (a) If several sub works are included they should be detailed in a separate list.
- (a) General description
- (b) Estimated cost. - Rs.
- (c) Earnest money - Rs.
- (d) Security deposit (including earnest money) - Rs.
- (e) Percentage, if any, to be deducted from bills (Rupees ) percent.
- (f) Time allowed for the work from date of written order to commence \_\_\_\_\_ months.

Should this tender be accepted I /we hereby agree to abide by, and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or , in default thereof to forfeit and pay to the municipal committees or its successors the sums of money mentioned. In the said Give particulars conditions. The sum of Rs. \_\_\_\_\_ is herewith forwarded in currency notes and numbers as earnest money, 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 Strike out (a) if the said successors in office, should I/we fail to commence the work specified in the any cash security above memorandum, or (a) should I/we not deposit the full amount of security deposit deposit is to be specified in the above memorandum, in accordance with clause I,(A) of the said taken. 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 Strike out (b) if shall be retained by the municipal committee on account of the security deposit specified any cash security in clause I (B) of the said conditions of contract. deposit is to be taken.

Signature of Contractor before submission of tender.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20

\* Signature of Witness to contractor's signature.

Witness

Address

Occupation

This tender is hereby accepted by me on behalf of the municipal committee of Amritsar

Signature of the Officer by whom accepted

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20

### CONDITIONS OF CONTRACT

Clause Is ----- The person/ persons whose tender may be accepted (hereinafter called the contractor) *Security deposit* 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 Govt. Securities endorsed to the Municipal Engineer,(if deposited for more than twelve 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 the tender; or (b) permit the municipal committees at the time of making any payment to him for work done under the contract to deduct such sums as will (with the earnest money deposited by him) amount to ten % of all moneys so payable, such deductions to be held by the municipal corporation 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 his security deposit, or from the interest arising there from, any sums which may be due or may become due to the contractor by the municipal corporation on any account whatsoever and in the 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 sum or 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

*Compensation  
for delay*

to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the municipal committee (whose decision in writing shall be final) may decide, the amount of the estimated cost of the whole work as 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 work 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 this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the municipal committee (whose decision in writing shall be final) may decide on the said estimated cost of the whole work of every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this use shall not exceed ten percent on the estimated cost of the work as shown in the tender.

**Clause 3 -** In any case in which under any clause or clauses of this contract the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installment) the Municipal Engineer on behalf of the of municipal committee shall have power to adopt any of the following courses, as he may deem best suited to the interests of the committee

Action when whole  
security deposit is  
forfeited

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- a) To rescind the contract of which rescission notice in writing to the contractors 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 Works 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 ( as 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 had been carried out by the contractor under the terms of his contract, the certificate of the Municipal Engineer 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 excess the 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 courses 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 is rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed under this contract unless and until 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 to be paid the value so certified.

Contractor remains liable to pay compensation if action is not taken under clause 3

**Clause 4 -** In any case in which any of the powers, conferred upon the Municipal Engineer by clause 3 hereof shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof, and such powers shall, not with standing be exercisable in the event of any future case default by the contractor for which by any clause or clauses hereof he is declare 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 powers (a) or (e) vested him in 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 contractors, or procured by and intended to be used for the execution of the work or any part thereof, paying or following for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Municipal

Power to take possession or require removal of or seal contractor's plant

Engineer, whose certificate thereof shall be final, otherwise the Municipal Engineer may, by notice in writing to the contractor or his clerk or works, foremen or the authorized agent, require him to remove such tools plant, materials of stores from the premier (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 sale 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 expense or any such sale, shall be final and conclusive against the contractor.

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

**Clause 6 - Final certificate** On completion of the work, the contractor shall be furnished with a certificate by. The Municipal Engineer of such completion, but no such certificate shall be given no, shall the work be considered to be complete until contractor shall have removed from the premises on which work been executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which be 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 with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work; the Municipal Engineer may at the expenses 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 expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually relaxed by the sale thereof.

**Clause 7 - Payment on intermediate certificate to be regarded advance** No payments shall be made for works estimated to cost less than one thousand rupees till after the whole of the works shall have been completed and a certificate of completion given But, in the case of works estimated to cost more than one thousand rupees the contractor shall, on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Municipal Engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the occurring of any claim nor shall it conclude, determine, or affect in any way the powers of the Municipal Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month from 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.

**Clause 8 -** A bill shall be submitted by the contractor each month on or before the date fixed by the Municipal Engineer for all work executed in the previous month, and Municipal

*Bill to be submitted monthly* Engineer shall take, or cause to be taken, the requisite measurements for the purpose of having the sum verified, and the claim so for as admissible adjusted if possible of

before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Municipal Engineer may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Municipal Engineer may prepare a bill from such list, which shall be binding on the contractor in all respects.

**Clause 9 -** The contractor shall submit all bills on the printed forms to be had on application at the office of the Municipal Engineer, and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provide for such work.

**Clause 10 -** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Municipal Engineer's store or if it is required that the contractor shall use certain stores to be provided by the Municipal Engineer( such materials and stores and the prices to be charges therefore as hereinafter

*Cost to supplied by Committee* mentioned being so far as practicable, for the convenience of the contractor, but not so as in any way to control the meaning or effect of the contract, specified in the schedule or memorandum hereto annexed ), the contractor shall be supplied with the materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum than due or thereafter to become due to the contractor or there wise under the contract, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the committee and shall not on any account be removed from the site or the work, and shall at all times be open to inspection by the Municipal Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Municipal Engineer's store if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so applied to him as aforesaid being unused by him, or for any wastage in, or damage to any such materials.

**Clause 11 -** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and other wise in every respect in strict accordance with the specifications. The contractor shall in also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Municipal

*Works to be executed accordance with*

*specifications drawings Orders, etc.*

Engineer and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make, or cause to be made, copies of the specifications and of all such designs, drawings and instructions as aforesaid.

**Clause 12 -**

*Alteration in specifications and designs do not in validate to contracts*

The Municipal Engineer shall have power to make any alterations in, commissions forms, additions to, or substitutions for the original specifications, drawings, designs, and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Municipal Engineer and such alterations, commissions, additions so substitutions shall not invalid at the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rates as are specified in the tender for the main work.

*Extensions of time in consequence of alteration*

The time for the completion of the work shall be extended in the proportion that the alternated, additional or substituted work bears to the original contract work, and the certificate of the Municipal Engineer shall be conclusive as to such proportion, and if the altered, additional of substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Municipality subject to the same percentage above or below as for the items included in the contract and if such class of work is not entered in the schedule of rates of the Municipality then the contractor shall with 7 days of the date of his receipt of the order to carry out the work, inform the Municipal Engineer of the rates which it is his intention to charge for such class of work, and if the Municipal Engineer does not agreed with this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate aforesaid according to such rate or rates as shall be fixed by the Municipal Engineer. In the event of a dispute, the decision of the Deputy Commissioner of the district shall be final.

*Rate for works not in estimates, or in schedule rates of the Municipality*

**Clause 13 -**

*No compensation for alteration in, or retraction of work to be carried out*

If at any time after the commencement of the work the committee shall for any reason whatsoever, not require the whole thereof as specified in the tender to be carried out, the Municipal Engineer shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment to compensation whatsoever on account of any profit or any advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of an alteration have been made in the original specifications, drawings, designs and instruction which

shall involve any curtailment of the work as originally contemplated.

**Clause 14** - If it shall appear to the Municipal Engineer or his subordinate in charge of the action and compensation work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound, or a quality inferior to that contracted for or otherwise not in accordance with the contract shall, on demand in writing from the Municipal Engineer, specifying the work materials or articles complained of notwithstanding that the same may have been in due order and certified and paid for, forth with rectify, or remove and reconstruct the work so specified in whole or part as the case may require or as case may be, removed the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failure to do so within the period to be specified by the Municipal Engineer in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while failure to do so shall continue, and in the case of any such failure the Municipal Engineer may rectify, remove and replace may or remove and replace with others, the materials or articles complained of, the case the be at risk and expense in all respects of the contractor

*Action and compensation payable in case of bad work*

**Clause 15** - All work under, or in course of, execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Municipal Engineer and his subordinates and the contractor shall at all times during the usual working hours and at all other times on reasonable notice of the intention of the Municipal Engineer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a reasonable agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

*Works to be open to inspection*  
*Contractor or responsible agent to be*

**Clause 16** - The contractor shall give not less than five days notice in writing to the Municipal Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up the place beyond the reach of measurement any work without the consent in writing of the Municipal Engineer or his subordinate in charge of the work, if any work shall be covered up or placed beyond the reach of measurement at contractor's expense, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

*Notice to be given before work is covered up*

**Clause 17** - If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working any building road

*Contractor liable for damage done and for imperfection for 6 months after certificate*

fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happened to the work while in progress from any cause whatever or any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by the Municipal Engineer may as aforesaid, the contractor shall make the same good at his own expense, or, in default, the Municipal Engineer may cause the same to be made goods by other workmen and deduct the expense (of which he certificate of the Municipal Engineer shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security, deposit, or the proceeds of the sale thereof, of a sufficient portion thereof.

**Clause 18 -**

*Contractor to supply plant, ladder scaffolding etc.*

The contractor shall supply, at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Municipal Engineer's stores ) Plant, tools, appliance, implements, ladder cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work. Whether original, altered substituted and whether includes in the specifications or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Municipal Engineer as to any matter at to which under these conditions he entitled to be satisfied or which he is entitled require together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighting and assisting in the measurement or examination at any time and from time to time the work or materials, Failing his so doing, the same may be provided by the Municipal Engineer at the expense of the contractor under the expenses

*And is liable for damages from non-provision of lights, fencing*

may be deducted from any money due to the contractor under the contract arising or from his security deposit of the proceeds of sale thereof, or of a sufficient portion thereof, The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit. Action or other proceedings at law that may be brought by any person for inquiry sustained owing to negligence of these precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person

**Clause 19 -**

*work on Sundays*

No work shall be done on Sundays without the sanction in writing of the Municipal Engineer.

**Clause 20 -**

*work not to be sublet*

*Contract may be*

The Contractor shall not be assigned or subject without the written approval of the Municipal Engineer, and if the contractor shall assign or subject his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do or if and bribe gratuity, gifts, loan prerequisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the

*rescinded & security deposit forfeited for sub letting, bribing or if contractor becomes insolvent.*

contractor or any of his servants or agents to any officer or person in the employ of the Committee in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interacted in the contract, the Municipal Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there up on stand forfeited and be absolutely at the disposal of the Committee and the same consequence shall ensure as if the contract had been rescinded under class 3 thereof and in addition the contractor shall not entitled to recover or be paid for any work therefore actually performed under the contract.

**Clause 21** - All sums payable by way any of compensation under of these contract shall be considered as reasonable compensation to be applied to the use of the Committee without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

*Sum payable by way of compensation to be considered as reasonable Compensation without reference to actual case.*

**Clause 22** - In the case of a tender by partner, any charge in the constitution of the firm shall be forthwith notified by the contractor to the Municipal Engineer for his information.

*Change to Constitution.*

**Clause 23** - All works to be executed under the contract shall be executed under the direction, and subject to the approval in all reports, of the Municipal Engineer or the time being, who shall be entitled to direct at what point or points, and in what manner, they are to be commenced and from time to time carried on.

*Works to be under direction of Municipal Engineer.*

**\*Clause 23 A** - No claim for payment of an extraordinary nature such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the municipal committee

*Claims for payment of an extraordinary nature*

**\*Clause 24** - If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is herein before provided for and has been

*Arbitration*

*clause.* so decided every such matter including whether its decision has been otherwise provided for and/or whether it, has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regard the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the Superintending Engineer of the circle of the Buildings and Roads Branch of the Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

**Clause 25** - The contractor shall obtain from the stores of the Municipal Engineer all stores and articles of European or American manufacture which may be required for the work, or any part thereof, or in making up articles required therefore, or in connection from therewith unless he has obtained permission in writing from the Municipal Engineer to obtain such stores and articles where the value of such stores and articles as may be supplied to the contractor by the Municipal Engineer shall be debited to the contractor in his accounts at the rates shown in the schedule attached to the contract, and, if they are not entered in the schedule, they shall be debited at cost price, which, for the purpose of this contract, shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

*Stores of European or American manufacture to be obtain from the Municipal Engineer*

**Clause 26** - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for such items, or, if the parts of the work in question is not in the opinion of the Municipal Engineer, capable of measurement the Municipal Engineer may, at his discretion, pay the lump-sum amount entered in the estimate, and the certificate in writing of the Municipal Engineer shall be final and conclusive against the contractor with regard to any sum of sums payable to him under the provisions of this clause.

*Lump sums in estimates*

**Clause 27** - In the case of any class of work for which there is no such specification as is mentioned in the notice calling for tenders, such work shall be carried out in accordance with the Municipal specification, and the even of there being no Municipal specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirement of that Municipal Engineer.

*Action where no specification*

**Clause 28** - The expression “ work” or “works” where used in these conditions shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to means the works by or by virtue of the contact to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

*Definition of works*

**Clause 29** - The Municipal Engineer shall not exercise any power conferred upon him by these conditions as against the contractor, except with the approval of the authority which accepted the tender

**Clause 30** - The terms and conditions of the agreement been explained to me/us and I/we certify that I/we clearly understand them.

Schedule showing (approximate) materials to be supplied from the Municipal works Department stores for work contracted to be executed, and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to the contractor		Place of delivery
	Unit	Rs. P.	
	<b>RATES TO BE QUOTED ON PRICE BID SHEET</b>		

NOTE:- The person or firm submitting the tender should see that the rates in this schedule are filled up by the Municipal Engineer as the issue of the form prior to the submission of the tender .

Signature of Contractor

Signature of Executive Engineer