

(To be signed only with successful Bidders)
(Part – C)

(MODEL FORM OF CONTRACT/AGREEMENT)

(To be executed on a Rs. 20/- Non-judicial Stamp paper by the **Successful Bidder** for the Construction of Panchayat Union Office Building _____Block _____District under Scheme Component of Pooled Assigned Revenue Scheme.

This Deed of Agreement made this ... day of _____, between M/s..... having its Registered Office at _____ represented by its _____, hereinafter called the Successful Bidder on the one part.

AND

Collector / Chairman, DRDA having its office at _____, hereinafter called the employer on the other part.

Whereas the party of the second part has been invited for the construction of Panchayat Union office building at _____ block under Scheme Component of Pooled Assigned Revenue Scheme and upon successful bid, the party of the first part has offered to construct Panchayat Union office building at _____ block under Scheme Component of Pooled Assigned Revenue Scheme.

I. Now both the parties have agreed as follows:

1. The Successful Bidder agrees to construct Panchayat union Office building\ as in Tender Documents (quantity and rate) to the employer before the specified date.
2. The rate finalized is firm and valid up to agreement period and is not subject to enhancement on any ground.
3. The Price quoted should also include excise duty, surcharge, VAT, freight, Octroi all such duties and Levis as applicable.
4. In the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by DRDA

Competent authority Signature with Seal - 1 -

Contractor Signature with Seal

without compensation to the Successful Bidder and would attract the penal clause as specified in the tender.

5. This agreement shall remain in force up to
6. The Collector/Chairman, DRDA,..... District reserves the right to reduce or increase the quantity requirements ordinarily to an extent of 25% of the Tendered quantity as per the provisions of Rule 14(9) of Tamil Nadu Transparency in Tender Rules, 2000.
7. The Following documents shall be deemed to from and be read and construed as part of this agreement , viz.:
 - i. Letter of Acceptance;
 - ii. Notice to proceed with the works;
 - iii. Contractor s Bid;
 - iv. Contract Data;
 - v. Condition of Contract (including Special Conditions of Contract);
 - vi. Specification
 - vii. Drawings
 - viii. Bill of Quantities; and
 - ix. Any other document listed in the contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common seal of

Was hereunto affixed in the presence of:

Signed, sealed and Delivered by the said

In the presence of:

Binding signature of Employer

Binding signature of Contractor

II. WORK ORDER:

After successful execution of the Agreement and payment of Security Deposit, Work Order for the construction of Panchayat Union Office Building block in District under Scheme Component of Pooled Assigned Revenue Scheme for the year

III. Supply of materials:

Cement and Steel only will be supplied departmentally and the cost towards will be deducted from the payment due to the Successful Bidder at the rates mentioned in the estimate.

IV. PAYMENT TERMS:

Part and complete Payment will be made for construction of Panchayat Union Office Building _____ Block, _____ District on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and Check measurements by the Engineer in-charge in M. Book.

V. PENALTY CLAUSE:

a. **Forfeiture of EMD/SD:** If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after their tender has been accepted, their EMD/SD will be forfeited to the District Collector/Chairman, DRDA.

b. If the accepted Bidder fails to remit the SD within the above said period, the EMD remitted by him will be forfeited to the District Collector/Chairman and their Tender will be held void. The District Collector/Chairman will have the right to divert the order to other Bidders.

c. Penalty for delay in progress:

In case of delay of 30 days beyond the stipulated 18 months period or further extended period, as mutually agreed for reasons recorded, **Rs. 500/-** per day will be levied and collected as penalty. In case of delay between 31-60 days, **Rs. 1,000/-** per day will be levied and collected as penalty. In case
Competent authority Signature with Seal - 3 - Contractor Signature with Seal

of delay beyond 60 days, **Rs. 2000/-** per day will be levied with the option to cancel the work order, Security deposit forfeited and contractor black listed in addition to the penalty.

The employer reserves the right to levy and collect penalty up to **Rs.2,000/-** per day for delays in achieving the milestones in the intermediate period as stipulated in the contract. The Employer also reserves the right to terminate the contract if the work is not executed as per condition of contract during the intermediate period.

VI.GENERAL:

- a. The contract or any part/share of interest in it is not to be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Collector/Chairman DRDA.
- b. The enclosures, to the Tender Document, viz. the detailed final offer of the Successful Bidder will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.
- c. The Tender conditions and other documents accompanying the Tender documents will form an integral part of this contract.
- d. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

