

**(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 Maintenance of roads ..... Nos. in Package No ..... / .....block of ..... District under 12<sup>th</sup> Finance Commission Funded Rural Roads.)

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

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

Whereas the Party of the Second part has been invited for the  
Maintenance of roads ..... Nos. in Package No ..... /  
.....block of ..... District under 12<sup>th</sup>  
Finance Commission funded Rural Roads and upon successful bid, the  
party of the First Part has offered to construct roads under the 12<sup>th</sup>  
Finance Commission Scheme 2009-10.

I. Now both the parties have agreed as follows:

1. The Successful Bidder agrees to Maintenance of roads ..... Nos.  
in Package No ..... / 2009 – 10 .....block of  
..... District under 12<sup>th</sup> Finance Commission funded  
Rural Roads 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 without compensation to the Successful Bidder and would  
attract the penal clause as specified in the tender.

5. This agreement shall remain in force upto .....
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.

## **II. WORK ORDER:**

After successful execution of the Agreement and payment of Security Deposit, "**Work Order**" for the Maintenance of roads ..... Nos. in Package No ..... / 2008 – 09 ..... block of ..... District under 12<sup>th</sup> Finance Commission funded Rural Roads.

## **III. Supply of materials:**

Bitumen and Emulsion 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 roads by the Project Officer, DRDA, ..... 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 4 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 of delay beyond 60 days, **Rs. 2,000/-** per day will be levied and collected as penalty with 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 upto **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 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.