

(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 New Construction / Up gradation of roads Nos. in Package No /block of District under NABARD RIDF 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 Project Officer, DRDA, hereinafter called the employer on the other part.

Whereas the Party of the Second part has been invited for the New Construction / Up gradation of roads Nos. in Package No /block of District under NABARD RIDF FUNDED RURAL ROADS and upon successful bid, the party of the First Part has offered to construct roads under the NABARD RIDF Scheme.

I. Now both the parties have agreed as follows:

1. The Successful Bidder agrees to New Construction / Up gradation of roads Nos. in Package No / 2008 – 09block of District under NABARD RIDF 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. DRDA 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 New Construction / Up gradation of roads Nos. in Package No / 2008 – 09 block of District under NABARD RIDF FUNDED RURAL ROADS.

III. Supply of materials:

Cement, Steel, Bitumen and Bitumen 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 of 9 months period or further extended period, as mutually agreed for reasons recorded, Rs. 2,000/- per day will be levied and collected as penalty. In case of delay between 31-90 days, Rs. 7,500/- per day will be levied and collected as penalty. In case of delay beyond 90 days, the work order will be cancelled, Security deposit forfeited and contractor black listed in addition to the penalty. However, as earlier mentioned, the employer can cancel the contract if the work is not executed as per the contract in the intermediate period also.

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.