

**21 PRICE PREFERENCE There will be no price preference to any bidder.**

**GENERAL CONDITIONS**

- i) Rates quoted shall be deemed to include escalation, all taxes, duties etc. whatever during contract period.
- ii) All other terms and conditions which are in vogue and as per PWD form 25 shall remain applicable. Misconduct/ Misbehaviour observed during the tender opening process with any officer/official shall be dealt under rules and in terms of the enlistment of registration of contractor in the Department and shall be subject to cancellation of registration card issued by this department or any other department.
- iii) In case of firm/contractor fails to start the work within the stipulated time, a registered notice or notice sent through special messenger to the firm/contractor for non start of the work that amounts to the breach of the contractor and will be sufficient to windup or cancel his contract.
- iv) The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reason thereof. The allotting authority in view of the exceptional circumstances reserves the right of granting the contract to any of the tenderer if deems proper in the interest of the work of course at the lowest received rates without assigning any reason thereof.
- v) The department may execute the work left by the contractor at the risk and cost of the contractor. Any additional amount involved for execution of work shall be recovered from the contractor.
- vi) In case of any typographical error, if found in the rates, quantities or units etc. the same shall be corrected and paid as per sanctioned schedule of rates in vogue with contractor's Tender appreciation/depreciation.
- vii) The contractor shall be personally liable for civil and criminal prosecution under law, if specifications of the work/materials used are found in contravention to the specifications prescribed during execution of work and even after completion and finalization of contract i.e. at any stage.
- viii) He will abide by all prevailing labour laws and will be personally responsible for any causality/ eventually/accident during the period of contract.
- ix) The contractor should have financial turnover of 40% of advertised cost in any one financial year in the last three financial years with the certificate issued by Chartered Accountant and duly supported by TDS and Income Tax Return.
- x) If the work increases or decreases by 25% of the contractor will be allowed to execute the work on the terms and condition and rates as per original allotment/agreement. In case the amount of work exceed by 25% of the contract amount, Competent Authority may allow the same agency to execute the extra work on the