

5. Form MW-5: TENDER FOR WORKS

Rule 19.1

Trust/Muni. Council/ Corporation

Percentage Rate Tender & Contract for works**General Rules & Direction for the guidance of Contractors**

1. All work proposed for executed by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Trust / Muni. / Corp. Engineer.
2. This form shall state the work to be carried out, as well as date for submitting and opening tender, 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 successful tenderer and drawing and estimated rates / schedule rates and any other documents required in connection with the work signed for the purpose of identification by the Trust /Muni. /Corp. Engineer during office hours.
3. Receipts for payment made on account of a work executed by a firm shall also be signed by the several partners except where the contractor 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, starting as 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 shall be named. Only one rate of percentage more / less on all the Schedule rates / estimated rates shall be named. Tenders which propose any alternation in the work specified in the said form, invitation to tender, or in the time allowed for carrying out the work or which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more work shall submit separate tender for each work. Tender shall have the name and number of the work to which they refer written outside the envelop.
5. The Trust / Municipal / Corporation Engineer or his duly authorized assistant will open tenders in the presence of any intending contractor or their authorized agents, who may be present at the time and will enter the amount of the several tenders in the comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money, forward therewith, shall thereupon be given to the contractor, who shall

ten per cent of all moneys so payable, such deductions to be held by the municipal committee 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 or from any sums which may be due, or may become due to the contractor by the municipal committee 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 - Compensation for delay - 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 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 per cent, 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 un-commenced, 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 fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Trust / Muni. / Corp. Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that due quantity of work remains incomplete; Provided always that the entire amount of compensation to paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

Clause 3 - Action when whole of deposit forfeited.-In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or

deducted by installments, the Trust / Muni. / Corp. Engineer on behalf of the Trust / Muni. / Corp. shall have power to adopt any of the following courses as he may deem best suited to the interests of the Trust / Muni. / Corp. :-

(a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Trust / Muni. / Corp. 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 Trust / Muni. / Corporation.

(b) To employ labour paid by the Trust / Muni. / Corp. 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 Trust / Muni. / Corp. 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 Trust / Muni. / Corp. Engineer as to the value of the works 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 day had been executed by him (as to the amount of which excess the certificate in writing to the Trust / Municipal / Corporation 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 Trust / Muni. / Corp. under the contract otherwise, or from security deposit or the proceeds of sale thereof, or a sufficient part thereof.

(d) Contractor remains liable to pay compensation if action not taken under – In the event of any of the above courses being adopted by the Trust / Muni. / Corp. 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 engagement or made any advances on account of, or with a view to the execution of the work or the performance of the contractor and in case the contract is rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Trust / Muni. / Corp. 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.

Clause 4 - Power to take possession of or require removal of or sell contractor's plant. In any case in which any of the powers conferred upon the Trust / Muni. / Corp. 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 thereof, and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor for which by any clause or clauses thereof he is declared 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 Trust / Muni. / Corp. Engineer putting in force either of the powers (a) or (c) vested in him under the preceding 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 contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing 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 Trust / Muni. / Corp. Engineer, whose certificate thereof shall be final. otherwise the Trust / Muni. / Corp. Engineer may by notice in writing to the contractor or his clerk or works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Trust / Muni. / Corp. Engineer may remove them at the contractors expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Trust / Muni. / Corp. Engineer as to the expense of any such removal, and the amount of the proceed and expense of any such sale, shall be final and conclusive against the contractor.

Clause 5 Extension of time - if the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Trust / Muni. / Corp. Engineer within thirty days from the date of the hindrance on account of which he desires such extension aforesaid and the Trust / Muni. / Corp. Engineer, shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may 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 Trust / Muni. / Corp. Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the

contractor shall have removed from premises on which work has been executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt, all woodwork, doors, windows, walls, floors or other part of any building in / upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, or until the work shall have been measured by the Trust / Muni. / Corp. 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 materials and rubbish, and cleaning off of dirt on or before the date fixed for the completion of the work, the Trust / Muni. / Corp. Engineer may at the expense 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 expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Clause 7-Payments on intermediate certificates to be regarded as advances - 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 then approved and passed by the Trust / Muni. / Corp. 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 payments only and not as payments 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 way the powers of the Trust / Muni. / Corp. 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 vary 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 Trust / Muni. / Corp. Engineer certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8- Bill to be submitted monthly - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer in-charge for all work executed in the previous month and the engineer in-charge shall take or cause to be taken of requisite measurements for the purpose of having the same certified and the claim so far as admissible, adjusted if possible 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 engineer in-charge may depute 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 engineer in-charge may prepare a bill from such, which shall be binding on the contractor in all respects.

Clause 9- Bills to be on Printed form - The contractor shall submit all bills on the printed form, to be had on application at the office of the engineer in-charge, and the charges 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 rate hereinafter provided for such work.

Clause 10- Stores supplies by Trust / Muni. / Corp. - If the specification of the estimates of the work provides for the use of any special description of materials to be supplied from the engineer in-charge's store or if it is required that the contractor shall use certain store to be provided by the engineer in-charge (such materials and stores and the prices to be charged therefore as hereinafter 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 this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with the materials and stores any required from time to time by him for the purpose of the contract only and the value of the full quantity of materials and store so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract otherwise or against on / from the security deposit or the proceed of sale thereof, if the same is held in government security, the same or a sufficient portion thereof being in this case sold for the purpose.

All materials supplied to the contractor shall remain the property of the Trust / Muni / Corp., and shall not on any account be removed from the site of the work and shall at all times be open to inspection to the engineer in-charge. Any such material unused and in

perfectly good condition at the time of the completion of determination of the contract shall be returned to the engineer in-charge'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 consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Clause 11 - Works is to be executed in accordance with specification, drawing, order etc. - 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 otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawing and instructions in writing relating to the work signed by the engineer in-charge 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 specification and design do not invalidate contracts.
Extension of time in consequence of alteration - The engineer in-charge shall have power to make any alterations in, omissions forms, additions to or substitutions for specifications, drawings, designs and instructions that may appear to him to be necessary as 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 engineer in-charge, and such alterations, omissions, addition or substitution shall not invalidate 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 condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the engineer in-charge shall be conclusive as to such proportion and if the altered, additional or 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 into the schedule of rates of trust / 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 rate of rates then the contractor shall within seven days of the date of his receipt of the order to carry out such work, inform the engineer in-charge of the rates which is his intention to charge of such class of work and if the engineer in-charge does not agree to the 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 it 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 here-in before mentioned, then and in such case, he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer in-charge. In the event of a dispute, decision of the Deputy Commissioner of the District shall be final.

Clause 13 - No compensation for alteration in or restriction of work to be carried
 - if at any time after commencement of the work, the committee shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the engineer in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work to full but which he did not derive in consequences of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause 14 - Action and Compensation payable in case of bad work - if it shall appear to the engineer in-charge or his subordinate in-charge of the works that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials of article provided by him for the execution of the work are unsound; or of quality inferior to that contracted for otherwise not in accordance with the contract, the contractor shall on demand in writing from the engineer in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid-for forthwith rectify to remove or reconstruct the work so certified in whole or in part, as the case may be, remove 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 falling to do so within a period to

be specified by engineer in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of estimate for everyday not exceeding ten days, while failure to do so shall continue, and in the case of any such failure, the engineer in-charge may rectify to remove and replace with other materials or articles complained of, as the case may be, at the risk and expense in all respect of the contractor.

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

Clause 16 – Contract or responsible Agent to be present. Notice to be given before work is covered up - The contractor shall give not less than five days notice in writing to the engineer in-charge 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 or place beyond the reach of measurement any work without the consent in writing of the engineer in-charge or his subordinate in-charge of the work and if any work shall be covered up or placed beyond reach of measurement without such notice having been given or consent obtained, same shall be uncovered at the contractor's expense, or in default thereof, no payment or allowance shall be made, for such work or the materials with which the same executed.

Clause 17 – Contractor liable for damage done and for imperfection for 6 months after certificate - if the contractor or his work-people, or servant shall break, deface, injure and or destroy any part of a building in which they may be working, any building, road, fence, enclosure or grass land or cultivated ground contiguous of the premises on which the work or any part of it is being executed or if any damage shall happen in the work, whole 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 engineer in-charge as aforesaid, the contractor shall make good at his own expenses or in default the Municipal Engineer may cause the same to be made good by other workman and the deduct the expenses (of which the certificate of the engineer in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor from his security deposit or the proceeds or the rule thereof or of a sufficient portion thereof.

Clause 18 – Contractor to supply plant ladders scaffolding etc. - The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the engineer in-charge's store) plant, tools, appliance, implements, ladders corda, tackle, scaffolding and temporary work requisite or proper for the proper execution of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not. For which may be necessary for the purpose of satisfying or complying with the requirements of the engineer in-charge as to any matter as to which under these condition be entitled to be satisfied or which he is entitled to require together with carriage thereof to end 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 sitting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or material, falling his so doing, the same may be provided by the engineer in-charge at the expenses of the contractor & the expenses may be deducted from any money due to contractor under contract from his security deposit or proceeds of the sale thereof or of a sufficient portion thereof.

And Contractor is liable for damages arising from non-provision of light fencing etc. - The contractor shall also provide all necessary fencing and light required to protect the public from accident and shall be bound to bear the expense fold of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above proceedings and to pay any damages and cost 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 engineer in-charge.

Clause 20 – Work not to be sublet, contract may be rescinded & security deposited forfeited for subletting bribing or if contractor becomes insolvent - The contract shall not be assigned or sublet without the written approval of the Trust / Muni. / Corp Engineer and if the contractor shall assign or sublet his contract or attempt's to do so or become insolvent or any insolvency proceedings commence against him or make any composition with his creditors, or attempt so do or if any bribe, gratuitous gift, loan, perquisite regard or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any office or person in the employ of the Trust/Muni./Corp. In any way relating to this office or employment or if any such officer or person staff become any way directly or indirectly interested in the contract, the Trust / Muni. /Corp Engineer may their upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of the committee and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contact.

Clause 21 – Sum payable by way of compensation to be considered reasonable compensation without reference to actual case - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the council without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 22 – Change in Constitution - In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the engineer in-charge for his information.

Clause 23 – Works to be under direction of Trust / Muni. / Corporation Engineer - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Trust / Muni. / Corp. Engineer for 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.

Clause 23-A – Claims for payment of an extra ordinary nature – No claim for payment of an extra-ordinary nature such as claims for 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 stand still through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Improvement Trust / Muni. / Corp.

Clause 24 - Decision of Superintending Engineer be final - 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 decision of any such matter is herein before provided for and has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the right and obligation of the parties as the results of such termination shall be referred for arbitration to the Superintending Engineer of the circle of the building and road 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, this amount, if any awarded in such arbitration, shall be recoverable in respect of matter so referred.

Clause 25 - Stores of European or American manufacture to be obtained from Trust / Muni. / Corp. Engineer - The Contractor shall obtain from the stores of the engineer in-charge all stores and articles of European or American manufactures which may be required for the work or any part thereof or in making up articles required thereof or in connection therewith unless he has obtained permission in writing from the engineer in-charge to obtain such stores & articles elsewhere. The value of such stores and articles as may be supplied to contractor by the engineer in-charge will be debited to the contractor in his account that is shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at the 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 store aforesaid.

Clause 26 - Lump sum in Estimates - When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the item of work, involved or the part of the work in questions at the same rates as are payable under this contract for such items, or if the part of the work in questions is not in the opinion of the engineer in-charge capable of measurement, the engineer in-charge may at this discretion pay the lump sum amount entered in the estimate and the certificate in writing of the engineer in-charge shall be final and conclusive against

the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 27 - Action where no specification - in the case of any class of work for which there is no such specification as is mentioned in the notice calling tender, such work shall be carried out in accordance with the Trust / Muni. / Corp. specification and in the event of there being no Trust / Muni. / Corp. Specification, then in such case the work shall be carried out in all respects in accordance with instructions and requirements of the engineer in-charge.

Clause 28 - Definition of Works - The expression work where used in these conditions shall unless there is something either in the subjects or contexts repugnant to such constructions, construed and taken to mean the work by or by virtue of the contract contracted to be executed where temporary, or permanent and whether original, altered, substituted or additional.

Clause 29 - The Trust / Muni. / Corp. Engineer shall not exercise any power conferred upon him by these condition as against the contractor except with the approval of the authorized authority which accepted the tender.

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

