

APPENDIX 2.13 (A)

(See paragraph 2.091)

(For Irrigation Works only)

**GOVERNMENT OF CHHATTISGARH
WATER RESOURCES DEPARTMENT****TENDER FORM - 'A', PERCENTAGE RATE TENDER FOR W.R.D. ONLY**..... **DIVISION**.....**SUB-DIVISION****PART - IV****Percentage Rate Tender and Contracts for Works**

- 4.1 General Rules and Directions for the Guidance of Contractors.
- 4.1.1 All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public and signed by the issuing authority.
- This form will state the work to be carried out, as well as the date for submitting and opening tenders 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 security deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octrai, duties and ground rents will be granted. Copies of the specifications, designs and drawings and other documents required in connection with the work signed for the purpose of identification by the Executive Engineer/Superintending Engineer/C.E. in case of no S.E. shall also be open for inspection by the office of the issuing authority during office hours.
- 4.1.2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 4.1.3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions 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 a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
- 4.1.4. The receiving authority, or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable

form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.

- 4.1.5 The Officers competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 4.1.6. The receipt of clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional/Divisional Officer or any other person duly authorised by him.
- 4.1.7. The memorandum of work tendered for and the schedule of material to be supplied by the Department and their issue rates shall be filled in and completed in the office of the issuing authority before the tender form is issued. If form is issued to an intending tenderer without having been so filled in and complete, he shall request the office to have this done before he completes and delivers his tender.

4.2 **Tender for Works.**

- 4.2.1 I/We hereby tender for the execution for the Governor of Chhattisgarh of the works specified in the under written memorandum within the time specified in such memorandum at.....per cent below/above the rates entered in the schedule mentioned in rule 4.1.1. and in accordance in all respects with the, specifications, designs, drawings and instructions in writing referred to in rule 4.1.1 hereof and in clause 4.3.12 of the annexed conditions, and with such materials as are provided for, by and in all other respects, in accordance with such conditions as far as applicable including special conditions vide Part III.

MEMORANDUM

- | | | |
|---|-----|------------|
| * (a) General Description | Rs. | |
| (b) Estimated cost | Rs. | |
| (c) Earnest money | Rs. | |
| (d) Security deposit (including
earnest-money). | Rs. | |
| ** (e) Percentage, If any, to be deducted
from bills. | Rs. | Percentage |
| (f) Time allowed for the work from
the date of written order to
commence. | | Months |
| (g) This period will be exclusive of period of three months as per N.I.T. | | |

*If several sub-works are included, they should be detailed in a separate list.

**This deposit will vary from 1 per cent to 8 per cent. of the estimated cost of the work according to the requirement of the case.

This percentage, where no security deposit is taken will vary from 5 per cent. to 8 per cent. according to the requirement of the case also see clause 4.3.1. of the conditions of contract and clause 2.8 of Part II of N.I.T.

- 4.2.2 Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to profit and pay to the Governor of Chhattisgarh or his successors in office the sums of money mentioned in the said conditions.
- 4.2.3. The sums of Rs. is herewith forwarded in (the full value of which shall be retained by the Government of Chhattisgarh on account of security deposit specified in clause 4.3.1. of the said conditions of contract).

Dated the day of20.....

Witness

.....

Address

Signature of the tenderer
before submission of the
tender.

Occupation

- 4.2.4. The above tender is hereby accepted by me on behalf of the Governor, Chhattisgarh.

Dated the day of20.....

.....
Signature of the officer
by whom accepted,
Designation.

4.3.1 Conditions of Contract

- (a) The person / persons whose tender may be accepted (here in after called the contractor which expression shall unless excluded by or repugnant to the context included his heirs, executors, administrators, representatives and assigned) shall permit the Government at the time of making any payment to him for work done under the contract, to deduct an amount equal to five percent of all money so payable till such earnest money deposited by him total five percent of the probable amount of contract or five percent of the cost of the work executed, when the same exceeds the estimated amount of the contract, unless the said

sum of security to be taken is fully covered and secured by a guarantee from a schedule bank (vide clause 2.5.1.) of the notice calling for tenders.

Such deduction shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to the Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising here from or from any sum which may be due or may become due to the contract by Government 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 case 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. The security deposit referred to when paid in case may at the cost the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

NOTE :- Any sum deposited in cash by the contractor or amount of deductions made under clause 4.3.1.(a) above may, if the contractor so desires be converted into one of the recognized forms of interest bearing securities to be approved by the officer sanctioning the contract. Provided the amount to be converted is not below Rs. 1000 (One Thousand) and the period of contract. warrants such conversion. Such securities should be endorsed to the Executive Engineer.

4.3.1(b) In the event of tenderer withdrawing his/her offer before the expiry of the period of offer or failing to execute the contract agreement as required by condition of Notice Inviting Tenders (N.I.T.) He/She will not be entitled to tender for this work in case of recall, in addition to forfeiture of his/her earnest money as per provision of the condition of NIT. If the tenderer has committed a similar defaults on an earlier occasion as well as his/her registration in the department may be suspended temporarily for a period of 6 month from such date as may be ordered by the competent authority who had registered him/her.

4.3.2. Compensation for Delay :-

The time allowed for carrying out the work as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the 15th day after the date on which the order to commence the work is issued to the contractor for a work where completion is up to six months.

FOR WORKS FOR WHICH THE COMPLETION PERIOD IS BEYOND SIX MONTHS

The period will be reckoned from the 30th day after the date on which the order to commence the work is issued to the contractor the work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract as elapsed., 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time elapsed. In the

event of the contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor as compensation an amount equal to:-

- (1) 1/2 % of the value of work per week in respect of work costing upto Rs.20 Lakhs (Twenty Lakhs)
- (2) 3/8 % of the value of work per week in respect of work costing above Rs. 20 Lakhs and up to Rs. 50 Lakhs.
- (3) 1/4 % of the value of work per week in respect of work costing above Rs. 50 Lakhs and up to Rs. 1 Crores.
- (4) 1/8 % of the value of work per week in respect of work costing above Rs.1 Crores and up to Rs. 2.50 Crores.
- (5) 1/16 % of the value of work per week in respect of work costing above Rs. 2.50 Crores.

The total amount of compensation under the provision of the clause shall be limited to 6% of the value of the work. In this regard the decision of the S.E. (Or C.E. where post of S.E. does not exist) shall be final.

The delay in departmental assistance ingrained in the contract will be taken duly into account recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the last time within the period of the contract i/c extension granted if any.

If at any time the progress of work falls below 25% than the required the Engineer-in- Charge shall have the power to rescind the contract agreement and get the balance work done through the other agency at the cost and risk of original contractor as per forgoing clauses.

4.3.3. Action when the contractor becomes liable for levy of penalty.- 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) or committed a breach of any of the terms contained in clause 4.3.24. or in the case of abandonment of the work owing to the serious illness or death of contractor or any other cause. Divisional Officer on behalf of Governor of Chhattisgarh shall have power to adopt any one of the following courses, as he may deem best suited to the interest of Government.

4.3.3.1. When the work done by the contractor is 70% or more of the agreed amount the following action will be taken by Engineer-in-Charge. To rescind contract of which rescission notice in writing to the contractors under the hand of the Divisional Officer shall be conclusive evidence and in which case the security deposit of the contractor shall stand for forfeited and shall be absolutely at the disposal of the Government. The security deposit so forfeited shall be inclusive of the S.D. deducted from the running bills of the contractor, for this contract work and the security deposited by the contractor at the time of his registration in the department. Thus if a work is left incomplete by the contractor his registration shall be cancelled and the security deposit shall be forfeited.

4.3.3.2. When the agreed work done by the contractor is less than 70% of the agreed amount, the action shall be taken as below.

Soon after serving a notice regarding rescinding the contract, to the contractor as mentioned in clause 4.3.3.1. the final measurement of the work done by the contractor shall be recorded in presence of the contractor or his authorised representative. In case, the contractor does not attend at the time and date of taking and recording final measurements of the works done by him even after serving notice to him by the Engineer-in-Charge in writing by registered post, which will be the conclusive evidence for securing notice to the contractor, the final measurement shall be taken and recorded by the Engineer-in-Charge or his sub-ordinate officers, and shall be binding on contractor. Accordingly final bill shall be prepared within a time period of 15 days from the last date of taking measurements at site.

After finalizing the contract, the item wise quantity and amount of work, left incomplete by the contractor shall be worked out. To compensate the extra cost on account of extra time and cost to be born by the Government for completing the above work left incomplete by this contractor, a penalty equal to 20% of the balance amount of work left incomplete will be imposed on the contractor at fault. This penalty will be recovered from the contractor's security deposits against this work., S.D. for his registration, performance money additional security deposit and any sum due for payment to contractor. With this recovery, the contract will be finalised.

After the tender is finalised the balance work, so left by the contractor, shall be got completed by the Engineer-In-Charge by any of the procedure of the department as and when suited to him.

4.3.3.3. 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 work had been executed by him (for the amount of which excess the certificate in writing of the Divisional officer 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 Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates, the contractor shall not be entitled for any refund on this account. Savings if any shall go to the Government.

In the event of any of the above courses being adopted by the divisional Officer, 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 engagements or made any advances on account of, or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed under this contract, unless and until the sub-Divisional/Divisional Officer will have certified in writing the performance of such work and the value

payable in respect thereof, and he shall only be entitled to be paid the value so certified.

4.3.3.4. Death or permanent Invalidity of Contractor:- If the contractor is an individual or a proprietary concern, partnership concern dies during the currency of the contract or becomes permanently incapacitated. where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 4.3.3.1. to 4.3.3.3. of the contract agreement.

However, if the heirs of the individual are ready to work, competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions., under which the contract was awarded.

4.3.4.1. Contractor remains liable to pay compensation if action not taken under clause 4.3.3;- In any case in which of the powers, conferred upon the Divisional Officer by clause 4.3, hereof, shall have become exercisable and the same shall not have been exercised, thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses nor if 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.

4.3.4.2. Power to take possession of, or require removal or sale of contractor's plant;- In the event of the Divisional Officer putting in force either of the powers 4.3.3.1 or 4.3.3.3 vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the work at the site thereof or belonging to the contractor 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 Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may give notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice).

In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expenses or sale them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Divisional Officer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

4.3.5.1. Extension of time- Time shall be considered as the essence of the contract. If however, the failure of the contractor to complete the work as per the stipulated date referred to above arises from delay on the part of the Government, in supplying the materials or equipment, it has undertaken to supply under the contract, or from delays in handing over sites or from increase in the quantity of work under the contract, or force majeure on appropriate extension of time will be

given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

4.3.5.2. The authorities competent to sanction extension of time shall be as follows:-

(a) For contract of the value upto Rs 1.00 Crore:-

- | | |
|------------------------------|--|
| (i) Executive Engineer. | Up to 25 per cent. of the stipulated period of the contract or three months whichever is less. |
| (ii) Superintending Engineer | For period more than indicated in (a) (i) above. |

(b) For contracts more than Rs 25 lakhs :-

- | | |
|------------------------------|---|
| (i) Superintending Engineer. | Upto 25 per cent. of the stipulated period of the contract or six months whichever is less. |
| (ii) Chief Engineer. | For period more then indicated in (b) (i) above. |

4.3.5.3. Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.

4.3.6. **Final Certificate.-** On completion of the work the contractor shall be furnished with a certificate by the Sub-Divisional/Divisional Officer 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 the premises on which the work shall be executed all scaffolding, surplus material and rubbish, and cleaned of the dirt from all wood work, doors, windows, or walls, floors, or other parts of any building or structure 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 nor until the work shall have been measured by the Sub Divisional Officer, Executive Engineer (hereinafter called Engineer-in-Charge) whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause such as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-in-Charge 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 expenses so incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

4.3.7. **Payments of intermediate certificate to be regarded as advances -** The contractor shall on submitting the bill therefore be entitle to receive a monthly payment proportionate to the part thereof passed by the Engineer-in-charge whose certificate of such approval and passing of the sum and payable shall be final and conclusive against the contractor. But, all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as

payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the due contract or any part thereof, in any respect, or the occurring of any claim nor shall it conclude, determine or affect in any way, the powers of the Engineer-in-charge 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 of the date fixed for completion of the work, otherwise the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

- 4.3.8. 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 the requisite measurement for the purpose of having the same verified and the claim, as 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 a sub-ordinate to measure up the said work in the presence of the contractor whose countersignature to the measurements list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- 4.3.9. Bills to be on printed forms. - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rate 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 rates herein after provided for such work.
- 4.3.10. Receipts to signed by partners or persons having authority to do so. - Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners except where the contractors are described in their tenders as a firm, in which case the receipt must 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.
- 4.3.11. Store supplied by Government. - If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or it is required that the contractor shall use certain stores 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 here to annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores 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 or otherwise or against from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or 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 material unless with such consents, 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.

- 4.3.12.1 Works to be executed in accordance with specifications drawings, orders, 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 specifications. The contractor shall also confirm exactly, fully and faithfully to the designs drawings 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 specifications, and of all such designs, drawings and instruction as aforesaid.
- 4.3.12.2. In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge the contractor shall, whenever required, in the course of manufacture arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein, to any officer of the Directorate of Inspection of the Ministry of works, production and supply of the Government of India. Such bearings hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection All inspection charges will be payable by the contractor*

* This clause may be struck off if the tender is not for the bridge work.

- 4.3.13.1. Alternations in specifications and designs:-** The Engineer in charge shall have power to make any alternations in. omission from, additions to, or substitution for the original specifications, drawings, designs, and instructions that may appear to him to be necessary or 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 alternations omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified below.

4.3.13.2. Extension of time in consequence of alterations .- The time for completion of the work shall be extended in the proportion that the altered, additional, or substituted work bears to the original contract works, and the certificate of the Engineer -in -charge shall be conclusive as to such proportion.

4.3.13.3. Rates for items of contract involving increase in the quantity during execution and rates for works not provided in contract:- The rates for such additional, altered or substituted work shall be worked out in accordance with the following provision:-

- (A) **Rates for items of contract involving increase in the quantity during execution:-** In the case of such item for which the actual quantities exceed the quantities shown in annex I of the tender document, the rate for the particular item as entered in Annexure I of the contract shall be payable for the extra quantities upto 10% (ten percent) of the quantities in Annexure 'T'.

In the case of such items for which the actual quantities exceed the quantities shown in Annexure 'T' of the tender document, by more than 10% (ten percent). the quantity in excess of 10% (ten percent) will be paid at the estimated rate of the item on the date of invitation of tender plus or minus the overall percentage of accepted tender above or below, as the case may be, to the total cost of work as per Annexure 'T' at the estimated rates.

NOTE:-

- "(i) (a) Executive Engineer shall have powers to permit execution of and payment for additional quantities to the extent of ten percent of the quantities provided in the schedule of quantities vide Annexure 'T' and payment of such quantities limited to Rs. 5.00 Lacs.
- (b) Prior sanction, in writing of the Superintending Engineer shall be necessary for execution of, and payments for, additional quantities more than ten percent in case of works for which technical sanction have been accorded by S.E. & E.E. however.
- (c) Prior approval of Chief Engineer in writing shall be necessary for permitting execution of, and payments for, additional quantities more than (10%) Ten percent of the quantities shown in Annexure-I in case of works for which technical sanction has been accorded by the Chief Engineer.
- (ii) The rate of payment for the additional quantities shall be worked out as per, present provision of clause 4.3.13.3. (A)."
- (B) **Rates for altered or substituted items:-** If the rates for altered or substituted work are not specifically provided in the contract for work, the rates will be derived from the rates of similar type and class of work as are specified in the contract for the work, Such rates shall be determined by the S.E./C.E.
- (C) **Rates for Extra Items:-** The rates for such items which cannot be determined as per clause (A) and (B) above shall be worked out from rates of similar items in the Schedule of Rates of the Water Resources Department in force on the date of invitation of tender after adding or subtracting the overall percentage of accepted tender above or below as the case may be to the total cost of work as per annexure "I" at the estimated rates. Such rates shall be determined by the S.E. /C.E.

Rates for such items which cannot be determined in the above manner shall be determined by the S.E. on the basis of prevailing market rates to include prime cost of material and labour charges (inclusive of hourly use rates for machinery and equipments as determined by the department) plus 25% (twenty five percent) extra to cover the sundry overhead charges and profit etc. of the contractor.

In no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

NOTE :-

- "(a) Executive Engineer shall have no powers for determining the rates for extra item.
- (b) Superintending Engineer Shall have powers of determining the rates for extra items where rates are required to be determined subject to the condition that total amount of work in respect of such extra item shall not exceed 10% (Ten Percent) of the amount of tender as sanctioned by the competent authority.
- (c) Chief Engineer shall have powers of determining rates for extra items when rates are required to be determined subject to the condition that the total amount of work in respect of such extra items shall not exceed 30% (Thirty percent) of the amount of tender as sanctioned by the competent authority. The total amount to be sanctioned due to execution of extra item shall not exceed.
- (i) Rs. 15.00 Lakhs in case of S.E., (ii) Rs. 50.00 Lakhs in case of C.E.
- (iii) Government shall have full powers

- 4.3.14. **No claim to any payment or compensation for alteration in or restriction of works.-** If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case, except as provided here under the contractor 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 the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the works as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensations to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour

charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if, in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during the stoppage of the work has been ordered as aforesaid.

4.3.15. Time limit for unforeseen claims.- Under no circumstances whatever, shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

4.3.16. Actions and compensations payable in case of bad work.- If at any time before the security deposit is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of inferior quality or, that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the works specified in whole or in parts as the case may require, or if so required shall 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 his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

4.3.17.1. Contractor liable for damage done and for imperfection for twelve months after certificate.- If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fences, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, or grass, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections became apparent in it within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other work and deduct the expense (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 or from his security deposits or the proceeds of sale thereof or of a sufficient portion thereof.

- 4.3.17.2. The security deposit of the contractor shall not be refunded before the expiry of twelve months after issue of the certificate, final or otherwise, of completion of the work and in no case shall it be refunded before the settlement and payment of the final bill, provided that if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six months of the issue of said certificate of completion of the work under this contract.
- 4.3.17.3. The contractor hereby also covenants that it shall be his responsibility to see that building(s) constructed under this contract does not leak during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its (their) completion and if any defects are pointed out to him by the Engineer-in-charge during the said period, the same shall be removed by him at his own expense or in default, the Engineer-in-charge may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of contractor. An amount equal to 20% of the cost of the roof shall notwithstanding anything contained in this clause, be retained till the roof(s) are tested during the first rainy season, in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete or cement concrete terraced roof, as aforesaid and the defects are fully removed. If any amount still remains due on this account after making deductions as aforesaid, the same may be recovered from him as an arrears of land revenue.
- 4.3.18. **Works to be open for inspection.**- All works, 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 subordinates 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 work shall 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. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- 4.3.19. **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 sub-ordinate 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 so 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 Sub-ordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the 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 material with which the same was executed.

4.3.20. **Contractor to supply plant, ladders, scaffoldings etc.-** The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or, 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 conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and 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 setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non provisions of lights, fencing etc. The contractor shall also provide at his own cost, except when the contract specifically provided otherwise and except for payment due under clause 4.3.13. all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence 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 precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings, to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

4.3.21. Compensation under section 12, subsection (1) of the workmen's compensation act, 1923.- In every case in which by virtue of the provisions of section 12 subsection (1) of the workmen's compensation act, 1923, Government are obliged to pay any compensation to a workman employed by the contractor in execution for the works. Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Government under section 12, sub-section (2) .of the said act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under section 12 sub-section (1) of the said act, except on the written request of the contractor and upon his giving to Government, full security for all cost for which Government might become liable in consequence of contesting such claim.

4.3.22. Labour: No female labour shall be employed within the limits of a cantonment.

4.3.23. **Labour below the age of twelve years.-** No labour below the age of twelve years shall be employed on the work.

4.3.24.1. Fair Wage.- The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation:-

- (a) Fair wage means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Water Resources Department for the division in which the work is done.
 - (b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his subcontractors, in connection with the said work as if the labourers had been immediately employed by him.
 - (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, contractor shall comply with or cause to be complied with the labour regulations. then in force.
 - (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor any sum required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the benefit of workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations.
 - (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
 - (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach there of shall be deemed to be a breach of this contract.
- 4.3.24.2. The contractor shall at his own expense provide or arrange for the provision of footwear for labourers doing cement mixing work which the contractor has under taken to execute under this contract to the satisfaction of the Engineer-in-charge and on his failure to do so the Government shall provide the same to such labourers and recover the cost from the bill due to the contractor.
- 4.3.24.3. The contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge a true statement in respect of the second half of the preceeding month and the first half of the current month respectively showing (1) the number of labourers employed by him on the work ; (2) their working hours ; (3) the wages paid to them ; and (4) the accidents that occurred during the said fortnight stating the circumstances under which they occurred and the extent of damage and injury caused by them failing which the contractor shall be liable to pay to the Government a sum not exceeding Rs. 50 for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine in this behalf.

- 4.3.24.4. In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Irrigation Water Resources Department and its contractors.
- 4.3.25. **Work not to be sublet.-** The contract shall not be assigned or sublet without the written approval of the authority who has accepted the tender in writing. And if the contractor shall assign or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of 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 public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may there up by notice in writing record the contract. and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under clause 4.3.3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
- 4.3.26. **Sum payable by way of compensation to be considered as reasonable compensation to actual loss.-** 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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.3.27. **Changes in the constitution of Firm.-** In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified the contractor to the Engineer-in-charge, for his information.
- 4.3.28. **Works to be under the direction of Executive Engineer/ Superintending Engineer/C.E. (in case where the post of S.E. does not exist).-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer/ Superintending Engineer/C.E. (in case where the post of S.E. does not exist) of the Division/Circle 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 out.
- 4.3.29. **Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chief Engineer who shall be sole arbitrator, in writing for his decision, within a period of 30 days of such occurrence. There upon the Chief**

Engineer shall give his written instructions and/ or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If the Chief Engineer fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested and if the parties are aggrieved against the decision of the C.E., the parties may within 30 days refer such disputes for arbitration by an Arbitration Tribunal.

A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the contractor and payment as per terms and conditions of the agreement shall be continued by the department.

Except where otherwise provided in this contract the provisions of the Arbitration Act. 1940 and the rules made there under for the time being in force, shall apply to the arbitration proceedings under this clause.

- 4.3.30 **Lump-sums in estimates.**- When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge, may at his 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.
- 4.3.31. **Action where no specification.**- In the case of any class of work for which there is no such specification as is mentioned in rule vide clause 4.1.1. such work shall be carried out in accordance with specification approved by Superintending Engineer/Chief Engineer for application to works in the district, and in the event of there being no such specification, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in charge.
- 4.3.32 **Definition of work.**- The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- 4.3.33. **Claim for quantities entered in the tender or estimate.**- Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in that tender or estimate.
- 4.3.34. **Claim for compensation for delay in starting the work.**-No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or the case of clearance work on account of any delay in according sanction to the estimate.

- 4.3.35. Employment of Scarcity Labour.-** If the Government declare a state of scarcity or famine to exist in any village situated within 16 km. of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with implementation of this clause shall be decided by the executive Engineer whose decision shall be final and binding on the contractor.
- 4.3.36.1. Refund of Quarry Fees.-** The quarry fees, octroi duties & ground rent for stacking material should be paid by the contractor.
- 4.3.36.2.** The royalty charges for extracting the minor mineral for govt. work will be paid by the contractor to the collector as per rules. On demand of the contractor, the Executive Engineer shall issue a certificate regarding quantity of the minor mineral. extracted and have been actually used on Govt. work by the contractor.
- 4.3.37. Penalty for breach of contract.-** On the breach of any terms or conditions of this contract by the contractor the said Governor shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining, and to realize and retain same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due to or which may become due to the contractor by Government or otherwise howsoever.
- 4.3.38.1. Recovery of dues from the contractor.-** Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government promissory notes, etc. forming the whole or part or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the contractor then it shall be recovered from him as an arrear of land revenue.
- 4.3.38.2.** Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause 4.3.38.1. of this clause and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by Government to the contractor provided that Government

shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand, under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

4.3.39.1. Notice to the contractor to start work. -

"Your contract for thehas been accepted by..... on behalf of the Governor of Chhattisgarh on theday of20..... and you are hereby ordered to commence the work."

Executive Engineer

4.3.39.2. "The notice to the contractor(s) to start work from theday of20..... was issued, vide this office Memorandum No. Dated the20....."

COMPLETION CERTIFICATE

4.3.40. In pursuance of clause 4.3.6. of the agreement in form "A" dated the between the contractor Shri and the Governor of Chhattisgarh , it is hereby certified that the contractor has duly completed the execution of the work under taken by him there under, on theday of.....19.....

Executive Engineer

APPENDIX 2.13 (B)
 (See paragraph 2.075)
FORM 'A' -a (For Unemployed Engineer)
FOR P.W.D. AND P.H.E.D.
GOVERNMENT OF CHHATTISGARH
.....DEPARTMENT
(Amount of Each Contract not to exceed Rs. 10 (Ten) Lakhs)

Issued to Shri/M/s.-Engineer-.....

Registration No. Assigned in the Dept.....

Name of Work.....

Amount of Contract Rs.....

Time allowed for Completion.....Months from the reckoned date
including*/ Excluding* rainy season (16th June to 15th October)
 (* delete whichever is not necessary)

Date of Opening of Tender.....

Division.....

Sub-Division.....

AT PAR RATE TENDER AND CONTRACT FOR WORKS BASED ON APPLICABLE SOR
of the District

General Rules and Direction for the Guidance of unemployed Engineers

1. N.I.T. will state the work to be carried out as well as the date for submitting and opening offers and the time allowed for carrying out the work. Security deposit will also be stated & the percentage, to be deducted from bills. It will also state whether a refund of quarry fees, royalties and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items and rates of the various description of work and any other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the Builder at the office of the authority selling the tender forms during office hours.
2. Any unemployed engineer herein after called "**Builder/Constructor**" shall execute and complete the work put to tender at par with the same S.O.R. rate as is applicable for the District ofvide Engineer-in-Chief Circular Dtd.and as amended till the date of issue of N.I.T. He who submits an offer shall affirm that he is willing to undertake the work at par with the S.O.R. specified in the rule. Tenders which propose any alternation in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but Builder/Constructor who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

3. The Executive Engineer or his duly authorised assistant will open offers in the presence of any intending Builders who may be present at the time and will enter the names of all the Builders/Constructor in the Tender register.
4. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

5. **Criteria for selection for Award of Contract amongst Bidders:-**

- (i) If the bidder has not completed at least 60% of each contract in hand, then his offer shall stand rejected.
- (ii) If there is only one Bidder, the contract may be awarded to him.

Note: The award of work shall be subject to further restriction that the total value of work including the present work in the financial year dose not exceed Rs. 40 Lakhs (Rs. Forty Lakhs). In such an event the one whose limit has exceeded/ or would be exceeding Rs. 40 Lakhs (Forty Lakhs), then such Bidder shall also stand eliminated. The draw of Lots then shall be held amongst the remaining Bidders.

6. The memorandum of work tendered for and the schedule of materials to be supplied by the Department and their issue rates be filled in and completed before the tender form is issued. If a form is issued to an intending Builder/Builder without having been so filled in and completed he shall request the Executive Engineer to have this done before he completes and delivers his tender.

Offer For Works

I hereby tender for the execution, for and on behalf of the Governor of Chhattisgarh of the work specified in under written memorandum within time specified in such memorandum at AT PAR with the Schedule of Rate applicable for the Civil District ofand in accordance in all respects with the specifications, designs, drawings and instructions in writing referred.

I hereby solemnly affirm and certify that –

- (A) I have not been awarded any work/awarded.....No. of works valued at Rs.....in the immediate previous and the present financial year (including the carryover contracts of earlier previous works). Out of these total contract works, I had successfully completed the –No of works before the end of previous financial year (20...../20.....) and – No. of works remained incomplete at the end of above financial year, **(See Statement–‘A’ below)**

AND

- (B) In the current financial year (20...../20.....) I have been awarded contract(s) for.....No. of works and have completed by this day (date of issue of the present N.I.T.) the contract works as detailed below **(See statement ‘B’ below)**

STATEMENT-‘A’

(Details of works for previous year ending on 31/03/20....)

(Attach Certificate of concerned Executive Engineer for the purpose of authentication of the statement)

Sr No	Name of Work	Amount of contract	Date of Work Order	Due date of comple tion	Actual date of completi on with its cost	If not complete d till 31/ 03/20.... the value of work complete d till date of issue of NIT	Amount of balance work with % to total Contract <u>Rs.....</u>%	Likely Date of Completi on	Remark (mention if time extension is pending. Attach copies of of such letter)
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									
Total			-	-				-	-

STATEMENT-‘B’

(Details of works -value of work completed in the current financial year (reference to incomplete works of previous year) and No. and value of work awarded in the current year and its progress (Complete/Incomplete)

(Attach Certificate of concerned Executive Engineer for the purpose of authentication of the statement)

Sr No	Name of Work	Amount of Contract	Date of Work Order	Due date/ Actual date of completion	Amount of work executed	If incomplete		Likely Date of completion	Remark
						% of work done	% of balance work		
1	2	3	4	5	6	7	8	9	10
(X₁) Carry Over Contract of Previous Year (from Statement ‘A’)									
1									
2									
3									
4									
5									
(X₂) New Contracts awarded in the Current Financial Year upto the date of issue of this Tender Document.									
1									
2									
3									
4									
5									

Value of Net Bid Capacity = Rs. 40 Lakhs minus value as per Statement B= Rs.....

Note: If 60% of any contract is not completed then, the Bid capacity shall be deemed to be ‘NIL’.

Memorandum

(a) Name of work.....

(b) Amount of work put to Tender

(c) Earnest money- **NIL**

(d) Security deposit to be deducted – @ 5% (five percent) from each Running & Final Bill.

(e) Time allowed for the work from date of written order to commencefrom the reckoned date Including */ Excluding * rainy season (* delete whichever is not necessary)

Should this be accepted I hereby agree to abide by and fulfill all terms and provisions of the said conditions of the contract annexed hereto as far as applicable or in default, thereof to cancel my said registration (as unemployed Engineer) for a period of one year from the date of issue of such order.

Signature of witness

(Builder)

Signature of the Unemployed Engineer,

Dated the day of

.....200...

Dated the day of

.....200....

Address of the witness:

.....
.....

Occupation of the witness:.....

The above tender is hereby accepted by me for and on behalf of the Governor of Chhattisgarh

Dated the 200.. day of200...

.....

Signature of the Officer by whom accepted

CONDITIONS OF CONTRACT**Definition**

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Government of Chhattisgarh and the Builder.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -
 - (a) The expression “works” or “work” shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted agreed to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (b) The “site” shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which maybe allotted or used for the purpose of carrying out the contract.
 - (c) The “Governor” means Governor of Chhattisgarh and his successors in Office.
 - (d) The “Engineer-in-Charge” means the Executive Engineer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor.
 - (e) “Government” shall mean the Government of Chhattisgarh.
 - (f) The term “Chief Engineer” means the Chief Engineer of the basin* /zone*/project* and the Engineer In Chief in case he is in charge of any basin/zone/project. (* delete whichever is not applicable).
 - (g) Builder means the unemployed Engineer duly registered in PWD C.G. and valid and not cancelled till date.
 - (h) Rainy season means the period from 16th June to 15th October.
 - (i) S.O.R. means current schedule of rate as notified by the Engineer-in-Chief for the concerned Civil District and includes all amendment in rates till the date of issue of this Notice Inviting Tender. Any amendment in rate after this date shall not be applicable for this work.

Note :- “Words” importing the singular number include plural number and vice-versa and He shall also mean she & vice versa.

* Whichever is applicable

Clause1 - SECURITY DEPOSIT

The Unemployed Engineer whose tender may be accepted (hereinafter called the “**Builder/Constructor**” which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Government at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be a deduction of **5 percent** from the payment made in the running bills and final bill.

COMPENSATION FOR DELAY:

Clause 2 -

The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the Builder and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the Builder, for a work where completion is up to 6 months. (Including*/Excluding *rainy seasons). (* delete whichever is not necessary).

For works, for which the completion period is beyond six months- The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the Builder. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The Builder shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8 th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the Builder failing to comply with the above conditions, the Executive Engineer shall levy on the Builder, as compensation an amount equal to: 0.25% (zero point two five percent) of the value of work for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 5% (five percent) of the value of work executed.

The decision of the Superintending Engineer in the matter of grant of extension of time only (reference clause 5 below) shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay- once such an order is passed by him (on each extension application of the Builder). It shall not be open for a revision.

Where the Engineer-in-Charge decides that the Builder is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the builder subsequently makes up the

progress for the lost time, within the period of contract including extension granted, if any, failing which the compensation amount shall be forfeited in favour of the Government.

Clause 3

Action when the Work is Left Incomplete, Abandoned or Delayed Beyond the Permitted Limit Allowed by the Executive Engineer:

- (i) The Executive Engineer may terminate the contract if the builder causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
 - (a) The builder stops work for four weeks, when no stoppage of work is shown on the current programme and or the stoppage has not been authorised by the Executive Engineer.
 - (b) The Executive Engineer gives notice that failure to correct a particular defect is a fundamental breach of contract and the builder fails to correct it within reasonable period of time determined by the Executive Engineer in; the said notice.
 - (c) The Builder has delayed the completion of work by the number of weeks for which the maximum amount of compensation of 5% (five percent) of contract sum is exhausted.
 - (d) If he violates labour laws.
 - (e) Any other deficiency which goes to the root of the contract Performance
- (iii) If then the contract is terminated, the Builder/Constructor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) **The Executive Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the Builder/Constructor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his part either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.**
- (v) Not with- standing the provision contained in clause 2 above the Executive Engineer shall, in addition; levy and recover/deduct/adjust a compensation of 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

Clause 4 Deleted...**EXTENSION OF TIME:****Clause 5**

If the Builder shall desire an extension of time for completion of work on the ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he shall apply giving all and complete details of each of such hindrances or other causes in writing, to the Executive Engineer positively within 30 (Thirty) days of occurrence of such hindrance(s) and seek specific extension of time (period from.....to.....). If in the opinion of Executive Engineer, such reasonable grounds are shown, the Executive Engineer shall himself grant extension of time, if the extension of time sought by the Builder is for 25% (Twenty five percent) of the stipulated period of completion. If the extension of time sought is more than above period mentioned, then the Executive Engineer shall refer the case to the Superintending Engineer with his recommendation and only after his decision in this regard, the Executive Engineer shall sanction extension of such time as decided by the Superintending Engineer.

Once the Executive Engineer/Superintending Engineer has decided the case of extension of time with reference to the particular application of the builder, it will not be competent for him/them to review/change such a decision later on. However, the Superintending Engineer and the Executive Engineer shall give the Builder an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the Builder to complete the work by the delayed date (under clause 2 of the contract) or before refusing both.

Provided further where the Executive Engineer has recommended grant of extension of particular time under clause 5 of the contract or has refused to recommend extension of time but has recommended permitting the Builder for delayed completion,(clause 2) the Builder shall continue with the work till the final decision by Executive Engineer/Superintending Engineer.

Failure on the part of the Builder for not applying extension of time even within 45 (forty five) days of the cause of such an hindrance, it shall be deemed that the Builder does not desire extension of time and that he has "Waived" his right, if any, to claim extension of time.

Once the Executive Engineer /Superintending Engineer has heard (oral and or in writing) the Builder on this subject matter of extension of time and if Executive Engineer/Superintending Engineer fails to communicate his decision within a period of 30 days of such hearing, it shall be **deemed** that the Builder has been granted extension of time for the period as applied by him.

Note :-**INCENTIVE BONUS:-**

- 1) Notwithstanding the provision contained in clause 5 above, if the builder does not desire "Extension of Time" AND "WAIVES" his right to claim extension of time and yet - complete the contract (Excluding performance/maintenance period if any) before the original time allowed for completion (as mentioned in

the N.I.T or Agreement form A(a) then and then only the Builder shall be entitled to and shall be paid "INCENTIVE BONUS". The Incentive Bonus shall be paid to the Builder at the rate of 0.25% (zero point two five percent) of the contract price per week of early completion subject to a maximum of 5% (five percent) of the contract price. Part of the week if more than 3 days shall be deemed to be one full week and lesser period of the week shall be ignored.

- 2) The Builder has to give an undertaking in writing that he has "WAIVED" all his RIGHT to claim/demand extension of time.

FINAL CERTIFICATE:

Clause 6

On completion of the work the Builder/Constructor shall be furnished with a certificate by the Sub – Divisional Officer / Executive Engineer (hereinafter called the Engineer-in-charge) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the Builder shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts 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 there of nor until the work; shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the Builder. If the Builder shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the Builder 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 Builder shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES:

Clause 7

No payments shall ordinarily be made for work estimated to cost less than Rs. 10,000/- (Rs. Ten Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the Builder may be paid at the discretion of the Engineer -in -charge But in the case of works estimated to cost more than rupees Ten thousand, the builder shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer - in - charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Builder. But all such intermediate payments shall be regarded as payments by way of advances against the final payment for works 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 erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer -in-charge 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 Builder within one month of the date fixed for completion of the work, otherwise the Engineer -in-charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

Bills to be submitted monthly:

Clause 8

"A bill shall be submitted by the Builder by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of all record. The Executive Engineer shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer and sub divisional officer concern, for quantity, quality and specification and record the same in the Departmental measurement book. Based on above record measurement bill shall be corrected /prepared afresh. The Builder signs the measurement and the bill. The Executive Engineer shall pay running bill as far as possible within 10 days of receipt such bill by the builder.

If the Builder fails to submit, the bill on or before the day prescribed, the Executive Engineer after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of Builder and or his authorised Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the Builder.

All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

BILLS TO BE ON PRINTED FORMS:

Clause 9

The Builder shall submit all bills on printed forms to be had on application at the office of the Engineer – in – charge, and the charges in the bills 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 rates hereinafter provided for such work.

Clause 10 - Deleted

ADVANCES TO BUILDERS:

Clause 11 (A) MOBILISATION ADVANCE:

On a written request of the Builder (within a period of 30 (Thirty) days of the order to start work) the Executive Engineer shall give advance of a sum limited to 10% (Ten percent) of contract sum. However, this financial limit of Advance shall be upto 15% (Fifteen percent) in case of such Builder being either of "Scheduled Caste" or of "Scheduled Tribe" as recognised in the state of Chhattisgarh. But, such advances shall be given only after the Builder has submitted irrevocable Bank Guarantee from any Scheduled Bank of equal Amount and only

after the Executive Engineer has duly verified the Authenticity of such Bank Guarantee issued by the Bank in favour of the Builder.

The advance shall be "Interest Free".

Recovery of advances: -

The advance shall be recovered in equal monthly installments from the third Running Bill (excluding Bill of Advances) However, advances shall be fully recovered when 85% (Eighty five percent) contract is complete.

OR

When 75% (Seventy five percent) of stipulated or validly extended period is over.

Whichever event is earlier.

Clause 11-(B) SECURED ADVANCE: -

Cases in which a Builder whose contract is for finished work, requires an advance on the security of materials brought to site, Executive Engineer may in such cases sanction advances up to an amount not exceeding 75% of the value of material but 90% in the case of steel (as assessed by the Executive Engineer) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided further that they are of imperishable nature and that a formal agreement is drawn up with the Builder under which Government secures a lien on the materials and is safeguarded against losses due to the Builder postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer, that the quantities of materials upon which the advances are made have actually been brought to site and recorded in the Measurement Book and that the Builder has not previously received any advance on that security and that all the materials are required by the Builder for use on items of work for which rates for finished work have been agreed upon. **Recoveries** of advances so made should not be postponed until the whole of the work entrusted to the Builder is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used are billed for.

Before granting the above-secured advance the Builder shall sign the prescribed Indenture Bond in the prescribed form.

Clause 11 C - Deleted

Work to be Executed in Accordance to Specifications, Drawings & Orders etc.

Clause 12

The Builder shall execute the whole and every part of 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 Builder shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer

– in – charge and lodged in his office and to which the Builder 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 Builder shall if he so requires be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Specification shall be as per the various I.S.I. codes. In the case of any variance the following order of precedence shall prevail: -

1. Specifications as per NIT.
2. Specifications as per C.S.R. of the circle.
3. I.S.I. Code / I.R.C. Specification.
4. Maharashtra P.W.D. Specification.
5. Mode of measurements shall be as provided in the C.S.R. applicable to the contract. Where such mode of measurement is not specified in the C.S.R. it shall be done as per I.S.I. /I.R.C. code. However if any mode of measurement is specifically mentioned in the N.I.T. the same will get precedence over all the above.

ADDITIONS ALTERATIONS IN SPECIFICATIONS AND DESIGNS:

Clause 13

The Engineer – in – charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the Builder shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer -in charge and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered .additional or substituted work which the Builder may be directed to do in the manner above specified as part of the work shall be carried out by the Builder on the same conditions in all respects on which he agreed to do the main work and at Par with S.O.R. as specified in the tender for the main work, provided the total value of such increased or altered or substituted work does not exceed 10% of the amount put to tender. If such value exceeds 10% it shall be open to the Builder either to determine the contract or apply for extension of time.

Note:- Such addition, alteration, subtraction shall be “**within the scope of work**” tendered for. But in no case the Builder is entitled to any other rate than the accepted S.O.R. of the District concerned.

EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS:

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contract work and certificate of the Engineer -in-charge shall be conclusive as to such proportion.

RATES FOR WORKS NOT IN SCHEDULE OF RATES:

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of work shall be carried out at the rates

entered in the applicable schedule of rates of the District, which was in force on the date of tender. In the event of a dispute, the decision of the S.E. of the circle shall be final.

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. of the District required to be carried out then the Engineer – in – charge shall identify such item / items including approximate quantity of the contract and ask the Builder to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer – in – charge shall obtain approval / modification of the proposed rate from the Superintending Engineer and communicate the same within a period of 2 (Two) weeks to the Builder. In case the Builder agrees to the above rates as fixed by the competent authority then they shall form a part of supplementary schedule of the contract agreement. If the Builder does not agree to the rate of the competent authority then it shall be open for the Engineer – in – charge to get the work executed through any other agency. The Builder will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency.

If the Builder commences non schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Superintending Engineer, then he shall be entitled for payment for the work done as may be finally decided by the Superintending Engineer, whose decision shall be final and binding.

NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS:

Clause 14

If at any time after the execution of the contract documents, the Engineer – in – charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Builder he shall give notice in writing of the fact to the Builder who shall there upon suspend or stop the work totally or partially, as the case may be.

If any such case, except as provided hereunder, the Builder shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the Builder shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirement and of approved quality and / or shall be compensated for the loss, if any that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the Builder suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Builder shall, on application be entitled to such compensation on account of labour charges as the Engineer – in - charge, whose decision shall be final, may consider reasonable provided that the Builder shall not be entitled to any compensation on account of labour charges, if in

the opinion of the Engineer – in – charge, the labour could have been employed by the Builder else where for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than 50% (Fifty percent) of originally stipulated period of completion, then this suspension of the work will be considered as permanent stoppage of the work, and the Builder can determine the contract, if he so desires or can apply for extension of time without any change in the payable contract rate at Par with S.O.R.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15

If at any time before the security deposit is refunded to the Builder, it shall appear to the Engineer – in – charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer – in – charge to intimate this fact in writing to the Builder and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for, the Builder shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall 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 failing to do so with in a period to be specified by the Engineer – in – charge in the written intimation aforesaid ,the Builder shall be liable to pay compensation at the rate of 0.1% (zero point one percent) on the amount of contract put to tender every day not exceeding ten days, during which the failure so, continues and in the case of any such failure the Engineer – in – charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Builder. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore.

WORK TO BE OPEN FOR INSPECTION-BUILDER TO REMAIN PRESENT:

Clause 16

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the Builder shall at all time 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 work shall have been given to the Builder, either himself be present to receive orders and instruction or have a responsible Supervisor duly accredited in writing present for that purpose. Orders given to the Builder's Supervisor shall be considered to have the same force as if they had been given to the Builder himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:**Clause 17**

The Builder shall give not less than three 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 so covered up or placed 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 the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the builder's expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

BUILDER LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER COMPLETION CERTIFICATE:**Clause 18**

If the Builder or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent in it **within three months** (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in- charge as aforesaid ,the Builder shall make good the same at his own expense or in default, the Engineer – in – charge may cause the same to be made good by other workmen and deduct the expense of which 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 Builder or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

The Builder hereby also covenants that it shall be responsibility to see that the buildings constructed under this contract do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer – in – charge during the said period, the same shall be removed by him at his own expense or in default the Engineer – in – charge may get them removed and deduct the expenses there of from any sum that may be then due to or may become due to the Builder or from the security deposits of the Builder. An amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed and If any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue/cash security. The security deposit of the Builder to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realised 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

BUILDER TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:**Clause 19**

The Builder shall supply at his own cost materials (except such special materials if any, as may in accordance with the Builder be supplied from the Engineer – in – charge's Stores) plants, tool, appliances, implements, ladders, cortage, Scaffolding and temporary works etc. requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specifications or other documents forming part of the Contract referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work . The Contract shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer -in charge at the expenses of the Contract and the expenses may be deducted from any money due to the Contract under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The **Contractor** shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contract be paid to compromise any claim by any such person.

COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S COMPENSATION ACT 1923:**Clause 20**

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Government is obliged to pay compensation to a workman employed by the Contract in execution of the works, Government will recover from the builder the amount of compensation so paid and without prejudice to the rights of Government under section (1) sub-section (2) of the said Act. The Engineer-in-Charge shall be at liberty to recover the amount or any part there of by deducting it from the security deposit or from any sum due by Government to the Builder whether under this contract or otherwise. Government may not be bound to contest any claim made against them under section - 12 sub-section (1) of the said Act except on the written request of the Builder and upon his giving to Government full security for all cases for which Government might become liable in consequence contesting such claim.

LABOUR:**Clause 21**

The Builder should get himself registered under contract - labour regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer – in – charge.

Clause 22

Labour below the age of 14 years - No labour below the age of 14 years shall be employed on the work.

FAIR WAGE:**Clause 23**

The Builder shall pay not less than fair wage to labour engaged by him on the work.

Explanation :

- (a): Fair wage' means wage (s) whether for time or piece work notified during the period of execution of Contract for the work and where such wages have not been so notified, the wages prescribed by the Works Department for the division in which the work is done for that period.
- (b) The Builder shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the Builders part of this agreement the Builder shall comply with or cause to be complied with the Labour Laws in force.
- (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the Builder, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The Builder shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out prejudice to his right to claim indemnity from his sub-contractors /Petty workers.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

WORK NOT TO BE SUBLETED:**Clause 24**

The contract may be rescinded and security deposit forfeited, for subletting bribing or if Bidder becomes insolvent and or appoints any one as "Power of Attorney Holder" for supervision, execution of work or assign the work to any one else. And if the Builder shall assign or sublet his contract, or attempt so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Builder, or any of his servants or supervisor/agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may there upon by notice in writing rescind the contract, and the Security Deposit of the Builder shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof. In addition the Builder shall not be entitled to recover or be paid for any work therto for actually performed under the contract.

Note: If the Builder gets item / items of work executed on labour "task rate" basis **without materials**, to any person other than the registered P.W.D. Builder, this shall not amount to subletting / and or assigning of the contract. If materials are purchased in normal course this shall also not come within the perview of subletting, assignment etc.

**Sum payable by way of Compensation to be Considered as Reasonable
Compensation Without Reference to Actual Loss:****Clause 25**

All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause 26.. Deleted..

**WORK TO BE UNDER DIRECTION OF EXECUTIVE ENGINEER / SUPERINTENDING
ENGINEER:****Clause 27**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the Division/Superintending Engineer of the Circle 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.

ARBITRATION CLAUSE:**Clause 28-**

Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be submitted in writing through the Executive Engineer to the Superintending Engineer for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Superintending Engineer shall give his written instructions and/or decisions, after hearing the Builder and Executive Engineer, within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties but not exceeding 30 (Thirty) days.

Upon receipt of written instructions or decisions, of Superintending Engineer the parties shall promptly proceed without delay to comply such instructions or decisions. If the Superintending Engineer fails to give his instruction or decisions in writing within a period of 15 (Fifteen) days or mutually agreed time after being requested and/or, if the party (es) is/are aggrieved against the decision of the Superintending Engineer, the aggrieved party may within 30 (Thirty) days prefer an appeal to the Chief Engineer, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Chief Engineer will give his decision within 30 (thirty) days, or such, mutually agreed period but not exceeding 45 (Forty five) days.

Non decision by the Superintending Engineer (SE)/Chief Engineer (CE) within the prescribed date shall be deemed that the SE/CE has rejected the builder's claim(S).

If any party is not satisfied with the decision of the Chief Engineer he can refer such disputes for arbitration to the Arbitration Tribunal constituted by State Government of Chhattisgarh.

A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Builder. Payment as per original terms and condition of the agreement shall be continued by the Executive Engineer in accordance with clause 8 above.

LUMP SUM ESTIMATE:**Clause 29**

When the Estimate on which Tender Estimate includes Lump Sums in respect of part of the works the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge, capable of measurement, the Engineer-in-Charge may at the his discretion pay the Lump Sum amount entered in the Estimates, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive.

Action where no specification:**Clause 30**

In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by Superintending Engineer / Chief Engineer for application to works in the district and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer – in – charge.

Clause 31... Deleted....**Claim for Quantities Entered in the Tender or Estimate:****Clause 32**

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

Claim for Compensation for Delay In Starting the Work:**Clause 33**

No compensation shall be allowed for any delay caused in the Starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according sanction to estimates.

EMPLOYMENT OF SCARCITY LABOUR:**Clause 34**

If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work the Builder, shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Superintending Engineer whose decision shall be final and binding on the Builder

Clause 35**Royalty on Minor Minerals, Duties, Taxes, Levies, Surcharge etc. etc.,**

The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the receipts of Royalty payment, duly verified by the concerned department then the Executive Engineer shall deduct the Royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of Royalty clearance certificate from the concerned department. If he fails to produce the Royalty clearance certificate within 30 days of submission of final bill, then Royalty charges, which was kept under deposit head by the Executive Engineer, shall be deposited to the concerned department and his final bill payment shall be released.

Any change in the Royalty rates of Minor Mineral notified by the State Government, after the date of offer by the Builder, then this increase/decrease in the rate shall be reimbursed/deducted on actual basis.

Duties and Taxes:

All duties, taxes and other levies, surcharge etc. payable by the Builder, shall be deemed to be included in the payable rate of the S.O.R. of the District. However, "Service Tax", if levied by the Central and or by the State Govt. shall be reimbursable on actual payment basis after the Builder has produced legal proof of payment of "Service Tax". Similarly any other NEW TAX, NEW DUTIES/NEW LEVIES, enacted by the Central and or State Govt. after the date of receipt of the Bidder's offer, shall also be reimbursed on proof of actual payment. However it must be noted that any change increase or decreased in the existing taxes, duties levies, surcharge etc. (except Royalty rate of Minor Minerals) shall not be reimbursed.

TECHNICAL EXAMINATION:**Clause 36**

The Government shall have the right to cause Audit and Technical Examination of the works and the final bills of the Builder including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any work done by the Builder under the contract or any work claimed by him to have been done under contract and found not to have been executed, the Builder shall be liable to refund the amount of over payment and it shall be lawful for the Government to recover the same from the security deposit of the Builder or from any dues payable to the Builder from the Government account if it is found that the Builder was paid lesser than what was due to him under the contract in respect any work executed by him under it, the amount of such under payment shall be duly paid by the Government to the Builder.

In the case of any audit examination and recovery consequent on the same the Builder shall be given an opportunity to explain his case and decision of the Superintending Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the Builder, no recovery, should be made without orders of the Chief Engineer whose decision shall be final. All action under this clause should be initiated and intimated to the Builder within a period of twelve months form the date of completion.

DEATH OR PERMANENT INVALIDITY OF BUILDER:**Clause 37**

If the Builder dies during the currency of the contract or becomes permanently incapacitated, the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

PENALTY FOR BREACH OF CONTRACT:**Clause 38**

On the breach of any term or condition of this contract by the Builder the said Governor shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the Governor to recover further sums as damages from any sums due or which may become due to the Builder by Government or otherwise howsoever.

Note: The Bidder before submitting the tender should see that the rates in the schedule showing materials to be supplied by the department are filled up by the Engineer-in Charge on issue of the form, prior to the submission of the tender.

NOTICE TO THE BUILDER TO START WORK

Your contract for thehas been accepted by me on behalf of the Governor of Chhattisgarh on this.....day of.....200....and you are, hereby ordered to commence the work.

Executive Engineer

The notice to the Builder (s) to start work from theday of200... was issued vide this office memorandum No.dated the200

Signature
Executive Engineer