

APPENDIX 2.14
(See Paragraph 2.019)

FORM 'B'

GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT
ITEM RATE TENDER FOR PWD AND PHED

Issued to Shri/M/s.

Class of Contractor.Registration No.....Date.....

Name of Work

Amount of Contract Rs.

Amount of E.M. Rs.

Cost of Tender Form Rs.

Vide M.R. No. & Date

Time allowed for Completion Months from the reckoned date including/Excluding rainy season (16th June to 15th October)

Date of opening Tender

Division

Sub-Division

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the authority inviting the tenders.

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 the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage if any. to be deducted from bills. Copies of specifications, drawings and a

Schedule of quantities and rates of the various descriptions 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 contractor at the office of the authority inviting the tenders. during office hours.
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 authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose whether the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to under take 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, unless there is specific provision in the conditions of the Notice Inviting Tenders e.g in three cover system. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

4. The authority receiving tenders or his duly authorised assistant, will open tenders in the presence of any attending contractors or his authorized representative, 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 tenders which are rejected and whose earnest money is refunded on the day the tenders are opened.
5. **The Officer competent to decide of the- tenders shall have the right of rejecting all or any of the tenders.**
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised by him.
7. The memorandum of work tendered for, and the schedule of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORK

I/We hereby tender for the execution to the Governor of Chhattisgarh of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in rule I hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so for applicable.

MEMORANDUM

- (a) Name of work
- (b) Probable amount of Contract Rs.
- (c) Earnest money.....
- (d) Security deposit (including earnest money)
- (e) Percentage if any to be deducted from bills
- (f) Time allowed for the work from the reckoned date including / excluding rainy season

(from 16th June to 15th October) (deleted which ever is not necessary).

=SCHEDULE OF ITEMS =

Sl. No.	Reference to Item No. of S.O.R. (If any)	Description of Item of work	Quantity	Unit	Rate in figure per unit	Rate in words per unit	Amount in figures	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3 etc.								
Grand Total of column No. (8) = Rs. (in figure and in words)								

(SEE DETAILS IN “SCHEDULE OF ITEMS” – ANNEXURE “E” enclosed

Should this tender be accepted I/we 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 forfeit & pay to the Governor of Chhattisgarh or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly super scribed containing the sum of Rs. as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid or the full value of which shall be retained by Government on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Signature of the Contractor before
submission of tender

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 of 200

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

Signature of the Officer by whom accepted
(Designation with seal of office)

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 contractor.
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 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- subject to the condition that such adjacent land, path or street are available and specially permitted to to be used to the contractor)
 - (c) The “Governor” means Governor of Chhattisgarh and his successors in Office.
 - (d) The “Engineer-in-Charge”/“Divisional officer” means the Executive Engineer or the Sub-Divisional Officer as the case may be 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 “Superintending Engineer” means superintending of the Circle for Civil works and superintending Engineer(EIM) for electrical portion work, “Chief Engineer” means the Chief Engineer of the zone and Engineer-In-Chief means the Engineer-In-Chief of Chhattisgarh P.W.D.

Note: - “Words” importing the singular number include plural number and vice-versa,

Clause 1 - SECURITY DEPOSIT :- The person whose tender may be accepted (hereinafter called the contractor 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 the earnest money plus a deduction of 5 percent from the payment made in the running bills, till the two together amount to 5 percent of the cost of work put to tender or 5 percent of the cost of the works executed when the same exceeds the cost of work put to tender

Clause 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 fifteenth 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 6 months

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 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 has elapsed, 3/8th 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 contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to: 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 6% (six percent) of the value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in half (1/2) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalised, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue".

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 contractor). It shall not be open for a revision.

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 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 time limit permitted by the Executive Engineer: -

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
 - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme 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 contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.
 - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
 - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
 - (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer.

- (f) If he violates labour laws.
 - (g) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor 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 contractor 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 parts 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) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and recover/deduct/adjust a compensation of 10% (ten percent) of the balance value of work left in complete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

Power to take possession of or require removal of Materials Tools and Plants or sale of Contractor's Plants etc.: -

Clause 4:-

In any case in which any of the powers, conferred upon the Executive Engineer by clause - 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise 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 clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Executive Engineer, whose certificate thereof shall be final; otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME:

Clause 5:-

- 5.1 -** If the contractor 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 must apply giving all and complete details of each of such hindrances or other causes in writing, to the Executive Engineer positively within 15 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 contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. 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 contractor, it will not be competent for them to review/change such a decision later on. However, the Superintending Engineer and the Executive Engineer shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor 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 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Executive Engineer/Superintending Engineer.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor 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 contractor 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 contractor has been granted extension of time for the period as applied by him.

- 5.2 Incentive bonus:** -Notwithstanding the provision contained in clause 5.1 above, if the contractor does not desire "Extension of Time" AND "WAIVES" his right to claim extension of time and yet - complete the contract (Excluding maintenance period if any) before the original time allowed for completion (as mentioned in the N.I.T or Agreement form "A") then and then only the contractor shall be entitled to and shall be paid "INCENTIVE BONUS". The Incentive Bonus shall be paid to the contractor 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.

Note: - The contractor has to give an undertaking in writing that he has "WAIVED" all his RIGHT to claim/demand extension of time

5.3 Compensation Events for Consideration of extension of time without penalty :-

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- (a) The Executive Engineer does not give access to a part of the site
- (b) The Executive Engineer modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Executive Engineer orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.

- (d) The Executive Engineer instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Executive Engineer gives an instruction for additional work required for safety or other reasons.
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Executive Engineer unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

FINAL CERTIFICATE :-

Clause 6 - On completion of the work the contractor 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 contractor 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 contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of 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 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 then Rs. 1,000/- (Rs. One 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 contractor may be paid at the discretion of the Engineer -in -charge But in the case of works estimated to cost more then rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer - in -charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final 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 contractor 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 contractor 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 record and result of all tests conducted in the previous month (date wise). 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 Executive Engineer concern for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement, book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. by 25th day of the month subject to availability of the funds.

If the contractor 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 contractor and or his authorized Engineer/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 contractor.

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 contractor 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.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

RECEIPTS TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO:

Clause 10 - Receipts for payments 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 tender 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 receipt for the firm.

ADVANCES TO CONTRACTORS:

Clause 11(A)

The provision for advances in clause 11 A (i) and (ii) will apply to contract above Rs. one crore only

- (i) **Mobilization advance:** - Mobilization advance up to 5 % (Five percent) of the contract value shall be given if requested by the contractor with in one month of the date of order to commence the work. In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. This advance shall be Interest free. This 5% (Five percent) advance shall be given in the two stages

Stage -1: - 2%(Two percent) of the contract value payable after signing of the agreement

Stage-2: - 3%(Three percent) of the contract value payable on receipt of the certificate from the contractor that he has established complete central and field testing laboratories and has engaged workers/technicians and have brought requisite plants and machineries at

work site, the work is physically started and only after construction programme is submitted by the contractor and is duly approved by the Executive Engineer. Executive Engineer shall sanction the mobilization advance

(ii) Advance on plant and machinery: -

Advance up to 5%(five percent) of the contract value shall be given, if requested by the contractor, only for the new plant and machineries required for the work and brought to the site by the contractor .In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. The advance shall be limited to 90% (ninety percent) of the price of such new plant and machineries. This advance shall be interest free.

This 5% (Five percent) advance shall be given in the two stages

Stage -1: - 2% (Two percent) of the contract value after plant and machinery has arrived at the site

Stage-2: - 3% (Three percent) of the contract value payable after installation of such plant & machinery etc.

This advance shall be made against hypothecation of plants and machineries in favour of the Executive Engineer in charge

Sanctioning authority for the this advance shall be Superintending Engineer

- (a) The contractor shall not remove these plants and machineries from the work site without prior written permission from the Executive Engineer
- (b) The contractor shall submit an affidavit along with the application that he has not received or applied for advance against plant and machineries for which the advance is applied, in any other agreement/office/institution

(iii) Recovery of advances: -

Recovery of above advances (mobilization, plant and machineries) will start when 15(fifteen)% of the work is executed and recovery of total advance should be completed by the time 80(eighty) % of the original contract work is executed or when 75% (seventy five percent) of stipulated or validly extended period is over; whichever is earlier.

Clause 11-(B) - Advances to contractor are as a rule prohibited, and every endeavor should be made to maintain a system, under which no payments are made except for work actually done. Exceptions are, however permitted in the following cases: -

Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to sites, 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 that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor 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, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor 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 contractor 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 contractor shall sign the prescribed Indenture Bond in the prescribed form.

Escalation

CLAUSE 11 C

Reimbursement /Refund on Variation in Prices of Materials / P. O. L. and Labour Wages

Price Adjustment: -

- (A) **Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, POL, in accordance with the following principles and procedure and as per formula given below.**

Note: - Price adjustment shall be applicable from reckoned date and up to validly extended period under clause 5.1, above, but shall not apply to the period when, work is carried out under clause 2 above".

- (B) The price adjustment shall be determined during each month from the formula given in the hereunder.
- (C) Following expressions and meanings are assigned to the work done during each month:

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are: -

R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

Adjustment for labour component

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_1/100 \times R \times (L_i - L_0)/L_0$$

V_L = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0 = the consumer price index for industrial workers at the town nearest to the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India. on the date of inviting tender

L_i = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P_1 = Percentage of labour component of the work.

Adjustment for cement component

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula;

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement

C_0 = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi. on the date of inviting tender

C_i = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

P_c = Percentage of cement component of the work.

Adjustment for steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula;

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

V_s = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi. on the date of inviting tender

S_i = The all India average wholesale price index for steel (Bar and Roads) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

P_s = Percentage of steel component of the work.

Note:- *for the application of this clause, index of Bars and Rods has been to represent steel group.*

Adjustment of bitumen component

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula;

$$V_L = 0.85 \times P_b / 100 \times R \times (B_i - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B_0 = The official retail price of bitumen at the IOC depot at nearest centre on the date of inviting tender.

B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant)

shall be paid in accordance with the following formula;

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_0) / F_0$$

V_f = Increase or decrease in the cost or work during the month under consideration due to changes in rates for fuel and lubricants.

F_0 = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviting tender

F_i = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.

P_f = Percentage of fuel and lubricants component of the work.

Note: - For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.

Adjustment of Other Materials Component

(vii) Price adjustment for increase or decrease in cost of local materials other than Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi. on the date of inviting tender

M_i = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

P_m = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

Sl. No.	Components	For road	For Building	For bridge
1	Lbour- P_l	25%	35%	30%
2	Cement – P_c	5%	10%	25%
3	Steel – P_s	5%	10%	25%
4	Bitumen – P_b	10%	-	-
5	POL – P_f	10%	10%	10%
6	Other materials - P_m	45%	35%	10%
	Total: -	100%	100%	100%

Note :-If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material- P_m shall be increased to that extent

Example: - Say in a contract of roadwork steel is not required (P_s -5%). P_m shall become 45%+5%=50%

Or

Say cement & steel not required then Pm shall become $45\%+5\%+5\%=55\%$ and so on

Work to be executed in Accordance with Specification, Drawing, Order, etc.:

Clause 12: The contractor 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 contractor 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 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 take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following order of precedence shall prevail: -

1. Specifications as per NIT.
2. Specifications as per S.O.R.
- 3 MORTH/IRC specifications for road and bridges, specifications for rural roads and other I.R.C. Publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications whenever enclosed separately
- 4 Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S.I. Code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. the same will get precedence over all the above.

Clause 12 -A: In respect of all bearings, hinges or similar part 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 the part 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 and 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 contractors. (This clause may be struck off if the tender is not for bridgework).

Variations

Clause 13 -

Payments for Variations.

- 13.1 Variation permitted shall not exceed (+)25% in quantity of each individual item, and (+)10% of the total contract value. The above mentioned variation shall be paid at same rate as applicable in the contract
- 13.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods in the order given below:
 - i) For tenders in form A Rates in the Schedule of Rates applicable to the Contract plus /minus tender percentage. In case of tenders in Form B Rates in S.O.R. plus/minus overall tender percentage of contract
 - ii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor. Such rates shall be approved by the Superintending Engineer concerned.

- 13.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be :

Rates and prices as per contract, plus escalation,

- 13.4 For rate of an extra item engineer in charge shall pay 75 % of the provisional rate till such time as the rates are finally determined by the Superintending Engineer

Note: - Such additions, subtractions shall have to be with in the Scope of work tendered for

Rates for works not in schedule of rates: -

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. required to be carried out then the Engineer – in – charge shall identify such item / items including approximate quantity of the contract and ask the contractor 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 4 weeks to the contractor, in case the contractor agrees to the above rates as fixed by the superintending Engineer then they shall form a part of supplementary schedule of the contract agreement .If the contractor does not agree to the rate of the superintending Engineer then it shall be open for the Engineer – in – charge to get the work executed through any other agency. The contractor 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 contractor 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. In the event of dispute, the decision of the Chief Engineer shall be final. Such a decision shall be given by the C.E. within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by superintending Engineer

Contractor may either determine his contract if variations exceeds 10 (Ten) % of the contract value ,or may apply for extension .

Extension of time in consequence of variations

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Engineer-in-Charge shall be conclusive as to such proportion.

Clause 13 - A : In case of works of drilling of tube wells under Public Health Engineering Department, the Engineer-in-Chief, PHED shall have Powers to make additions in number of tube wells in agreement under execution to the extent required to combat the drinking water problem, with the written consent of the contractor which the contractor may be directed to do in the manner for this addition as part of the work shall be carried out by the contractor on the same conditions in all respect in which he agreed to do the main work and at the same rates are specified in the tender for the manual.

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 contractor he shall give notice in writing of the fact to

the contractor 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 contractor 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 contractor 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 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 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 the six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

Clause 15 - 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 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 contractor and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor 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 contractor shall be liable to pay compensation at the rate of 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 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 to the same at such reduced rates as he may fix therefore

WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT TO BE 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 contractor 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 contractor, either himself be present to receive orders and instruction 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.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

Clause 17 - The contractor shall give not less than five days notice in writing to the Engineer – in – charge or his subordinate in charge of the work before covering tip 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 with out such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER CERTIFICATE OF COMPLETION

Clause18- If the contractor 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 ,the contractor 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 contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realised. Balance 50% of the amount shall be refunded after four months of completion of work or final bill paid which ever is earlier

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:

Clause 19 - The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Engineer – in – charge's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor 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 contractor 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 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-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 defence 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 contractor 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 contractor in execution of the works, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section (1) sub-section (2) of the said Act. Government shall be at liberty to recover the 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 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 contractor 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 contractor 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 contractor 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 SOR for that period

- (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 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 contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act 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 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 contractor 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.
- (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.

Clause 24 - Subletting of works :- The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent: -

The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or 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 Executive Engineer may there upon by notice in writing rescind 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 ensue as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be ,shall not diminish or dilute the liability/ responsibility of the contractor.

If the contractor gets item / items of work executed on a task rate basis with / without materials, this shall not amount to subletting of the contract.

24.1 Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority ,such subcontractor will also get the credit for work towards his experience.

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.

CHANGE IN THE CONSTITUTION OF FIRM:

Clause 26 - In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer -in-charge for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration

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 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 referred 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 contractor and Executive Engineer within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

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 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.

If any party is not satisfied with the decision of the Chief Engineer he can file a petition for resolving the dispute through arbitration in the arbitration tribunal

A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. 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 IN ESTIMATE:

Clause 29 - When the estimate on which a tender is made 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 against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

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

Contractor's Percentage whether Applied to Net or Gross Amounts of Bills:

Clause 31 - The percentage referred to at Para 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

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. This is subject to the limitations as provided for in clause 13 and 14 above

Claim for Compensation for Delay In Starting the Work:

Clause 33 No compensation shall be allowed for any delay caused, except as provided under clause 5.3, in starting of the work on any other ground or reasons whatsoever.

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 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 the implementation of this clause, shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor

Clause 35: - Royalty on Minor Minerals

The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from 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 minerals notified by the state government, after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed/deducted on actual basis.

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 contractor 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 contractor under the contract or any work claimed by him to have been done under 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 the Government to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Government account if it is found that the contractor 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 contractor.

In the case of any audit examination and recovery consequent on the same the contractor 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 contractor, 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 contractor within a period of Twenty four months from the date of completion of work

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR:

Clause 37 - 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 3 of the contract agreement.

However, if competent authority is satisfied about the competence of the surviving, 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.

Clause 38 - PENALTY FOR BREACH OF CONTRACT:

On the breach of any term or condition of this contract by the contractor 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 contractor by Government or otherwise howsoever.

ANNEXURE – “E” SECHUDLE OF ITEMS (BILLS OF QUANTITY)

Sr . N o	Reference to item No. of S.O.R. (in any)	Descripti on of item	Unit	Quantity	Rate in figure per unit (Rs.)	Rate in words per unit (Rs.....)	Amount in (figure)	Remark
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
et c								
et c								

**Contractor (Signature with
name and seal of Authorised
signatory of the contractor)**

- 1) The value of total tendered cost is for Rs.
and 2) The total value of all S.O.R. items (excluding non S.O.R. items) as per sanctioned estimate is Rs. (in figure) (rupees in words)

NOTICE TO THE CONTRACTOR TO START WORK

Your officer of item rate of contract for the work ofand for a total value of Rs. (in figure)..... (in words) has been accepted by me/Superintending Chief Engineer / Engineer-in-chief/ Government, for and on behalf of the Governor of Chhattisgarh, on/...../ 200..... You are hereby ordered to commence the work. The date reckoned shall be/...../200

Executive Engineer

Notice to the contractor (s) to start work from/...../200.....was issued vide this office memorandum No dated the/...../200.....

Signature of Contractor

Signature of Executive Engineer

COMPLETION CERTIFICATE

In pursuance of clause 7 of the Agreement in form-B (No...../Dt. of) dated the/...../..... between the contractor Shri.....and the Governor of Chhattisgarh, it ishereby certified that the said contractor has duly completed the execution of the work undertaken by him there under on Dt...../...../.....

Signature of Executive Engineer

APPENDIX 2.14A

(See Paragraph 2.091)

(Form B for Irrigation Works only)

**GOVERNMENT OF CHHATTISGARH
WATER RESOURCES DEPARTMENT****TENDER FORM - 'B', ITEM RATE TENDER FOR W.R.D. ONLY**

.....Division.

.....Sub-Division

PART - IV**Item rate tender and contract for works.****4.1 General Rules and Directions for the Guidance of Contractor.****4.1.1 All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places 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 deposit to be 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, octroi duties and ground rents will be granted. Copies of specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer/Superintending Engineer shall also be open for inspection by the contractor at 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 works 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 officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 4.1.6. The receipt of a 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 materials to be supplied by the Water Resources 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 a form is issued to an intending tenderer without having been so filled in and completed 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 C.G. the works specified in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with that specification, 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 so far applicable including Special Conditions vide Part III.

MEMORANDUM

- *(a) General Descriptions
- (b) Estimated cost Rs.
- (c) Earnest money Rs.
- (d) Security deposit Rs. per cent
(including earnest money).
- ** (e) Percentage if any to
be deducted from bills.
- (f) Time allowed for themonths. work from the date
of written order to commence.
- (g) This period will be exclusive of a period of 3 months as per N.I.T.

Item No.	Item work	Unit	per	Rate in figures	tendered in words
1	2	3	4	5	6

(Enclosed separately in Annexure-I by issuing authority).

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 hereto so far as applicable, or in default thereof to forfeit 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 sum 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 day of20.....

Witness.

Signature of the tenderer
before submission of
the tender.

Address :

.....
.....

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

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

** This percentage where no security deposit is taken will be 5%. Also see clause 4.3.1. of the conditions of contract and clause 2.8. of Part II.

@Note.- The line may be filled by the mode of payment in accordance with the forms mentioned in clause 2.5.1. and 2.5.2. of Notice calling for tenders.

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 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 totals 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.

Such deductions shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to 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 contractor 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 cash may at the cost of 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 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.

- (b) In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement, as required by the conditions 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 months 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 upto six month.

FOR WORKS FOR WHICH THE COMPLETION PERIOD IS BEYOND SIX MONTH:-

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, 3/8 of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time elapsed. In the event of the contractor failing to the 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 upto Rs 50 lakhs.
- (3) 1/4% of the value of work per week in respect of work costing above Rs.50 lakhs and upto Rs.1 crore.
- (4) 1/8% of the value of the work per week in respect of work costing above Rs. 1.crore and upto Rs. 2.50. crores.
- (5) 1/16% of the value of the 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/e extension granted if any.

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

4.3.3. Action when the contractor become 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 installment) or committed a breach of any of the terms contained in clause 4.3.2 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause Divisional Officer on behalf of the 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 the Divisional Officer shall be conclusive evidence and in which case the security deposit of the contractor shall stand 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:-

- (a) 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

works done by the contractor to be proper as printed by PWD i.e. 10% of total cost of work 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 the contractor. Accordingly final bill shall be prepared within a time period of 15 days from the last date of taking measurement at site.

- (b) After finalising 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 borne 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 the contractor. With this recovery, the contract will 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. The 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 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 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 in to any engagements or made any advances on account of, or with a view to the execution of the work or 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 thereto for actually performed under this contract unless and until the Sub Divisional Officer / 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 work, proprietary 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 items and condition, 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 any of the powers, conferred upon the Divisional Officers by clause 4.3.3. hereof, shall have become exercisable and the same shall not have been exercised there of shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof 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 of or sell 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 desires 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 or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final. Otherwise the Divisional Officer may by 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 expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the 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 for the stipulated date referred to above arise 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 an 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 Crore.

- | | |
|---|---|
| (i) Executive Engineer | Upto 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. 1 Crore | |
| (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 than 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 contractor shall be furnished with a certificate by the Executive Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work 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 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 requirement of this clause such as removal of scaffolding, surplus materials, rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at expense or the contractor remove such scaffolding, surplus materials and rubbish and dispose off 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 materials as aforesaid except for any sum actually realised by the sale thereof.

4.3.7. **Payment on intermediate certificates to be regarded as advances.-** The contractor shall on submitting the bill therefor 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 contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect of 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 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 subordinate to measure up the said work in the presence of the contractor whose counter signature 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 tender at the rates hereinafter provided for such work.
- 4.3.10. **Receipt to be 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 receipts 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 therefor 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 or 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 notice in writing under his hand he shall be required 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 work in the most substantial 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 contractor 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 lodge 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 expenses to make or cause to be made copies of the specifications, and of all such designs and drawings and instructions 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, and 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 of if the tender is not for bridge work.)

4.3.13.1 Alterations in specifications and designs:- The Engineer- in-Charge shall have power to make any alterations in omission from, additions to or substitution for the original specifications drawings, and designs and instructions, that may appear to him to be necessary or advisable during the progress, of the work, and contractor shall be bound to carryout the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions , additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same 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 the 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 work 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 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 provisions:-

(a) Rate for item of contract involving increase in quantity during execution.

In the case of such items for which the actual quantities exceed the quantities shown in Annexure T of the tender document, the rate for the particular item as entered in Annexure T of the contract, shall be payable for extra quantities upto 10% (10 percent) of the quantities in the 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% (10 Percent), the quantity in excess of 10%(10 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.

(b) Rates for altered or substituted items.

If the rates for altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar type and class of works are specified in the contract for the work. Such rates shall be determined by the Superintending Engineer.

(c) Rates for extra item.

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 Unified Schedule of Rates of the Irrigation Department enforce 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 'T' at the estimated rates. Such rates shall be determined by the Superintending Engineer.

Rates for such items which cannot be determined in the above manner shall be determined by the Superintending Engineer on the basis of prevailing market rates to include prime cost of material and labour charges (inclusive of hourly use rates for machinery and equipment as determined by the department) plus 25% (twenty five percent) extra to cover the sundries, over-head 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.

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 hereunder 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 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 alteration having been made in the original specifications, drawings, design 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 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 compensation 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 which 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 material of inferior quality or that any material 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 material or articles at his own proper charge and cost, and in the event of 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 10 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 respect of contractor. Should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accept or made use of it shall be within his discretion to accepted or made use of it shall be within his discretion to accept the same at such reduced rates and as he may fix therefore.

4.3.17.1. Contractor liable for damage done and for imperfection for twelve months after certificates.

- 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, 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 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 workmen 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 month of the issue of said certificate of completion of the work under 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 there of 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 the roof shall notwithstanding anything contained. in this clause, be retained till the roof are tested during the first rainy season in respect of tile and sheet roofing and two consecutive rainy season 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 arrear of land revenue.

- 4.3.18. **Works to be open for Inspections.-** All works under or in course of execution 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, 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.-** The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is 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 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 contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 4.3.20. **Contractor to supply plant, ladders, scaffolding etc.-** The contractor shall supply at his own cost materials (except such materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not 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 thereof 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 examinations 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 light, 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 of 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 proceeding, to any such person

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 sub-section (1) of the Workman's Compensation Act, 1923.- In every case in which by virtue of the provisions of Section 12, sub-section (i) of the workman's compensation Act, 1923 Government are obliged to pay compensation to a workman employed by the contractor in execution of 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 (i) of the said act, except on the written request of the contractor and upon his giving to Government full security for all costs 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 contonment.

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 provision of any contract to the contrary; cause to be paid a fair wage to labours 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 a 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 or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of 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 thereof 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 missing work which the contractor has undertaken 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 preceding 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 E.E. 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 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 3 hereof. and in addition the contractor shall not be entitled to recover or be paid for any work thereto actually performed under the contract.
- 4.3.26. Sum payable by way of compensation to be considered as reasonable compensation without reference 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 forthwith notified by the contractor to the Engineer-in-Charge for his information.

4.3.28. **Works to be under the directions 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 instruction 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 condition 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 estimates on which the tender is made include 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 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 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 pay 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 requirements 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 subject or context repugnant to such construction, be construed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted 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 the 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, in the case of clearance works, on account of any delay in according sanction to 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 E.E. or by any person to whom the E.E. 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 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 the 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 arise 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 note, etc., forming the whole or part of 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 arrears 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 overpaid 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 overpayment 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 payments shall be duly paid by Government to the contractor :

Provided that Government shall not be entitled to recover any sum overpaid 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, under any term of the contract permitting payment for work after assessment by the S.E. or the E.E.

4.39.1. Notice to the contractor to start work :

"Your contract for thehas been accepted by S.E./C.E./ Government on behalf of the Governor of the C.G. on theday of and you are hereby ordered to commence the work".

4.39.2. "The notice to the contractor(s) to start work from the day ofwas issued vide this office memo No. dated"

4.40. **COMPLETION CERTIFICATE.** - In pursuance of clause 4.3.6. of the agreement in form-B, dated thebetween the contractor, and the Governor of C.G. it is hereby certified that the contractor has duly completed the execution of the work undertaken by him there under, on the.....day of20.....

Signature of Executive Engineer

W.R.D. Division

APPENDIX 2.15

(See paragraph 2.091)

GOVERNMENT OF CHHATTISGARH**WATER RESOURCES DEPARTMENT****FORM-C**

.....Circle/Division/Sub-Division

Tender and contract for supply of materials
General Rules and Directions for the
Guidance of Contractors

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub-Divisional Officer /Divisional Officer.

The form will state the supplies to be made, as well as 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 the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of the specifications, and any other documents required in connection with the work, signed for the purpose of identification by the Sub-Divisional Officer/Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing 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.
3. Any person who submits a tender shall fill up the usual printed forms, 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 works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.
4. The Sub-Divisional Officer / Divisional Officer 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 tenders are opened.

5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. The receipt of clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to Sub-Divisional Officer / Divisional Officer, and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer / Divisional Officer, or any other person duly authorized by him.

Tender for the Supply of Materials

I/We here by tender for the supply for Governor of Chhattisgarh of the materials, described in the undermentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the condition hereunto annexed.

MEMORANDUM

Earnest money Rs.Security Deposit
 (including earnest money) Rs. percentage* if any, to be
 deducted from bills, Rs.
 (in words)percent.

Description of specification of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered at each place	Dates by which delivery at all places must be completed	Rates at which articles are to be supplied inclusive of every demand	Unit	Total cost of each article inclusive of every demand	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Should this Tender be accepted, I/We here by agree to abide by and fulfill all the terms of the above specification and all the conditions of Contract annexed hereto, or in default thereof, to forfeit and pay to the Governor of Chhattisgarh or his successors the penalties or sums or money mentioned in the said conditions.

*This percentages, where no security deposit is taken will vary from 5 per cent to 10 per cent according to the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract.

The sum of Rs.....in currency notes is herewith, forwarded as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office should I/We fail to commence supply of the materials specified in above memorandum or *(a)should I/We not deposit the full amount of security in accordance with clause 1(A) of the conditions of contract, otherwise the said sum of Rs..... shall be retained by Government on account of such security

deposit as aforesaid; or (b)*** the full value of which shall be retained by Government on account of the security deposit in clause 1(B) of the said conditions of contract.

.....	
Signature of witness to	Signature
Signature of tenderer	
Address	Address.....
.....	
.....	
Dated the	Dated the.....

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

.....
Signature of the Officer by whom the tender is
accepted.

Dated the.....20.....

** Strike out if no cash security is to be taken

*** Strike out if any cash security deposit is taken.

Condition of Contract

1. The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) shall *(A) (within one day for a contract of Rs.1,000 or less, two days for one of Rs. 2,000 or less, and so on, upto a limit, of ten days of receipt by him of the notification of the acceptance of his tender) deposit with the Sub-Divisional Officer/Divisional Officer in cash or Government securities endorsed to S.D.O./E.E. (if deposited of more than 12 months) a sum sufficient with the amount of earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or *(B) permit Government at the time of making any payment to him for work done under the contract to deduct such sums as will (with the earnest money deposited by him) amount to ***.....per cent of all moneys so payable, such deductions to be held by Government by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at(A) above, then and in such case, if the sum so deposited shall not amount to.....**** percent of the

** Strike out (A) or (B) as the case may be.

*** This will be the same percentage as that in the tender.

**** The amount of this percentage (not exceeding 10 per cent) will be fixed in every case to suit requirements, e. g. it is fixed at 8 per cent and the security deposit only amounts to 5 per cent of the estimated cost of the work, then 3 per cent should be deducted from every payment. If the percentage is fixed at 10 per cent and the security deposit only amounts to 6 per cent, then 4 per cent should be deducted and so on.

total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by the 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 cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may, at the cost of the depositor, be converted into interest- bearing securities provided that the depositor has expressly desired this in writing.

2. The time allowed for the supply of materials as entered in the tender shall be strictly observed by the contractor and be reckoned from the date on which the order to commence supply of materials is given to the contractor. The supply of materials shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of contract on the part of the contractor) and the contractor shall pay as liquidated damages an amount equal to one per cent or such smaller amount as the Sub-Divisional Officer/Divisional Officer may decide on the amount of estimated cost of the whole of the materials as shown in the tender for every day that the supply remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the supply of materials, the contractor shall be bound, in all cases in which the time allowed for any supply of materials exceeds one month, to complete one fourth of the whole of the supply before one fourth of the whole time allowed under the contract has elapsed; one half of the supply before one half of such time has elapsed; and three fourth of the supply before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, shall be liable to pay as liquidated damage an amount equal to one per cent or such smaller amount as the Sub-Divisional Officer/Divisional Officer may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete. Provided always that the entire amount of liquidated damages to be paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of the supply of materials as shown in the tender.
3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Divisional Officer shall have power either to final the contract altogether, or to have the supply completed without further notice at the contractor's risk and expense, as he may deem best suited to the interest of Government and the contractor shall have no claim to compensation for any loss that he may incur in any way.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Sub-Divisional Officer /Divisional Officer, who shall, if in his opinion (which shall be

final) reasonable grounds be shown therefor authorize such extension for a period not exceeding three months. Any further extension shall be subject to the prior sanction of the Superintending Engineer.

5. The contractor shall give notice to the Sub-Divisional Officer/Divisional Officer(hereinafter called the Engineer-in-Charge) of his intention of making delivery of materials and on the materials being approved a receipt shall be granted to him by the Divisional Officer or his assistant, and no material will be considered as delivered until so approved.
6. The Engineer-in-Charge shall have power to make any alterations in, omission from, additions to, or substitution for, the supply of the materials specified in the tender, which may appear, to him to be necessary during the progress of the supply and the contractor shall be bound to carry out the supply in accordance with such instruction as may be given to him in writing signed by Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any additional, altered or substituted supply which the contractor may be directed to make as herein before provided as part of the supply under this contract shall be carried out by the contractor on the same condition in all respects as are herein contained and at the same rates as are specified in the tender. The time for the completion of the supply shall be extended in the proportion, that the altered, additional or substituted supply bears to the original supply contracted for and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered additional or substituted supply includes any class of supply, for which no rate is specified in this contract, then such class of supply shall be carried out at the rates entered in the schedule of rates of thewhich was in force at time of the acceptance of the contract; provided that when the tender for the original supply is a percentage below/above the schedule of rates, the altered additional or substituted supply required as aforesaid shall be chargeable at the schedule of rate minus/plus the same percentage deduction/addition; and if such class of supply is not entered in the said schedule of rates, then the contractor shall, within seven days of the date of his receipt of the order to carry out the supply inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of supply, and if the Engineer-in-Charge does not agree to this rate, he shall, by notice in writing, be at liberty to cancel his order to carry out such class of supply and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute the decision of the S.E. of the circle shall be final.
7. 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 supply as specified in the tender, to be stopped for any period or shall not require the whole or part of the supply to be carried out, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the supply totally/partially as the case may be. In any such case, except as provided hereunder, 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 supply in full,

but which he did not so derive in consequence of the full supply not having been allowed to be 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 original specification , location of work , quantities, and instructions which may involve any curtailment of the supply as originally contemplated . Where however , materials have already been purchased or agreed to be purchased by the contractor before receipt 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 compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffer any loss on account of his having to pay labour charges during the period during which the stoppage of supply 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 which the stoppage of the supply has been ordered as aforesaid.

8. On the completion of the delivery of the materials the contractor shall be furnished with a certificate, to that effect by the Engineer-in-Charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, stocked or placed in such position as may be pointed out to him.
9. Payment will ordinarily be made once a month to the extent of nine tenths of the quantity delivered each month. But all such payment made shall be considered as payment on account to be covered by the final bill for the complete supply.
10. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-Charge.
11. In the event of the materials being considered by the Engineer-in-Charge to be inferior to that described in the specification, the contractor shall, on demands in writing, forthwith, remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-Charge , that officer may have such rejected materials removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the contractor .
12. Receipts for payment made on account of a work when executed by a firm must also be signed by several partners except where the contractors, are described in their tender as a firm, in which case, the receipts 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.

13. 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 , fence, enclosure , water pipes , cables, drains , electric or telephone posts or wires , trees, grass or grass land or cultivated ground , 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 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 contractor , or from his security deposits, or the proceeds of sale , thereof , or of a sufficient portion thereof.
14. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.
15. In every case in which by virtue of the provisions of Section 12, sub-section (1) of the workmen's Compensation Act, 1923, Government are obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice of 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 Government full security for all costs for which Government might become liable in consequence of contesting such claim.
16. The contractor, shall supply at his own expense all tools, plant and implements required for the due fulfillments of his contract, and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Engineer-in-Charge.
17. No materials shall be brought to site or delivered on Sunday without the written permission of the Engineer-in-Charge.
18. The contract shall not be sublet without the written permission of the Divisional Officer. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
19. The decision of the Superintending Engineer shall be final, conclusive and binding on all parties to the contract upon all question relating to the meaning of specification and instructions herein before mentioned and as to quality of materials or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to, the contract, specification , instructions, orders or these

conditions or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or abandonment thereof.

20. On the breach of any term or condition 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 realise and retain the 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 or which may become due to the contractor by Government or otherwise howsoever.
21. If the Government declare a state of scarcity or famine to exist in any village situated within 16 km. of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certificated 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 such person 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 Executive Engineer whose decision shall be final and binding on the contractor.
22. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will however, be entitled to a refund of such charges as are permissible under the rules on obtaining a certificate from Engineer-in-Charge that the materials were required for use on Government work.
23. The contractor shall not pay wages less than fair wages to labourers engaged by him on the work.

Explanation.- (a) "Fair wage" means wage whether for time or piece work notified at the time of inviting tender for the work and where such wages have not been so notified, the wages prescribed by the works department for the division the division in which the work is done.

- (b) The contractor shall, notwithstanding the provision of any contract, to the contrary, cause to be paid a fair wages to labourers directly or indirectly engaged on the work, including any labour engaged by his Sub-contractor 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 contractors part of this agreement, the contractor shall comply with or cause to be complied with the labour Act 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 or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of conditions of the contract for the benefit of the worker / workers, non-payments 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 regulation 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 his contract and any breach thereof shall be deemed to be a breach of this contract.

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

APPENDIX 2.15-A

(see paragraph 2.091)

**GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT
FORM-C**

Tender and contract for supply of materials for PWD and PHED

.....CIRCLE/ DIVISION/ SUB-DIVISION
General Rules and Directions for the Guidance of Contractors

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted
in public places and signed by the Sub-Divisional Officer / Divisional officer and (including press publicity if the tendered cost is more than Rs.)

The form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any to be deducted from bills, it will also state whether refund or quarry fees, royalties, octroi, duties and ground rents will be granted. Copies of the specifications, 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 contractor at the office of authority selling the tender forms during office hours.

Further that the schedule of items along with the rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the schedule of Rates the rates given in the S.O.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, 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.
3. Any person who submits a tender shall fill up above or below or at par with the S.O.R. specified in rule he is willing to undertake the work. Only one rate of percentage above or below or at par with the S.O.R. on all the scheduled items shall be noted. Tenders that propose any alteration 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 contractors who wish to tender for two or more works 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. The authority receiving tenders 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 rate of all the tenders or in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers.
5. The Officer competent to decide the tenders shall have the right of rejecting all or any of the tenders.
6. The receipts of clerk for any money paid by the contractor will not be considered as any acknowledge of payment to the Sub-Divisional/ Divisional Officer selling the tender form, and the contractor shall be responsible for seeing that he procures a receipt signed

by that authority or any other person duly authorised by him.

7. The memorandum of work tendered for be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the officer to have this done much before he completes and delivers his tender.
(Tender for the supply of Materials)

MEMORANDUM

Amount put to tender

.....

Earnest money Rs.

.....

Security Deposit (including earnest money)Rs. @% (.... Percentage) of amount put to tender

*Percentage if any, to be deducted from bills. Rs @.....%(..... percent) of the Bill amount)

* This percentage, where no Security Deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case. Where security deposit is taken see note to clause 1 of conditions of contract.

Stipulated period of completion Month including/excluding rainy season(16th June to 15th October.)

-Schedule of Quantity –

S.No.	Item	Locations of Supply	Quantity at each location	S.O.R. rate	Remark
1	2	3	4	5	6
1					
2					
3					
etc.					

=Tender for Supply=

I/We hereby tender for the supply of material as specified and detailed above within the time specified in such memorandum at (in figure)
(in word) Percent below/above/at par with S.O.R. mentioned and in accordance in all respects with the specifications.

Note:- (1) *In case of discrepancy or difference in the rate of words and figure the lower of the two shall be deemed and treated as valid. If the contractor is not ready to accept – this rate and amount so fixed in the above manner and declines to either sign the agreement and or execute the work, the Earnest money deposited by the contractor shall be forfeited by the Executive Engineer in favour of the Govt.*

(2) *In case of any discrepancy in the column 5 of the table above regarding S.O.R. written there and the rate as written in the S.O.R. Book the latter rate (of the S.O.R. Book) shall govern.*

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms to

the above specifications and all the conditions of contract annexed hereto, or in default thereof, to forfeit and pay to the Governor of Chhattisgarh or his successors in office the sums of money mentioned in the said conditions. A separate sealed cover duly superscribed containing the sum of Rs. -----as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office should I/We fail to commence supply of the materials specified in above memorandum or (a) should I/We not deposit the full amount of security in accordance with clause (A) of the conditions of contract, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid, or (B) the full value of which shall be retained by Government on account of the security deposit in clause I (B) of the said conditions of contract.

Signature of witness Name & Address

Signature of the contractor before submitting the tender

Name & Address

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

Date-----
accepted
(with Seal of Office)

Signature of the officer by whom tender is

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 contractor.
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 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 or the Sub-Divisional Officer as the case may be 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 Superintending Engineer means the Superintending Engineer of the concerned Circle, “Chief Engineer” means the Chief Engineer of the zone and Engineer In Chief means the Engineer In Chief of Chhattisgarh P.W.D.

- (g) The word “Work” means complete and full “Supply of Material(s) as per contract” (quantity and value)

Note: - “Words” importing the singular number include plural number and vice-versa,

Clause 1 - SECURITY DEPOSIT :- The person whose tender may be accepted (hereinafter called the contractors 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 the earnest money plus a deduction of 5 (five) percent from the payment made in the running bills, till the two together amount to 5 (five) percent of the cost of work put to tender or 5 (five) percent of the cost of the works executed when the same exceeds the cost of work put to tender

Clause 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 fifteenth 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 6 months

For works [supply(ies)], 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 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 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 contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to: 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 6% (six percent) of the value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 50% (fifty percent) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security or shall be recovered as "Arrears of land revenue".

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 contractor). It shall not be open for a revision.

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 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 time limit by the Executive Engineer: -

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following:
 - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme 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 contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.
 - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
 - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half the completion period (Including validly extended period if any).
 - (e) If the contractor fails to appoint an engineer and if appointed does not function properly for 4 weeks even after due written notice by the Executive Engineer.
 - (f) If he violates labour laws.
 - (g) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and
- (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 contractor 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 parts 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) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and recover/deduct/adjust a compensation of 10% (ten percent) of the balance value of work left in complete either from the bill, and or from available security or shall be recovered as "Arrears of land revenue"

Clause 4 . The contractor shall give notice to the Sub-Divisional Officer/Divisional Officer (here in after called the Engineer-in-Charge) of his intention of making delivery of material and on the materials being approved, a receipt shall be granted to him by the Divisional Officers or his assistant, and no materials-will be considered as delivered until so approved.

Note :-

- (1) The mode of measurement (of road materials) shall be on the basis of random check of 10% (ten) percentage of the total quantity in the different location(s) and the

average quantity of such checks shall be deemed to be the basis of arriving at the total quantity of that item supplied.

- (2) The size of stack shall be by the method of boxing (1.5M x 1.5M x 0.5M, or in any other measurable stacks). The mode of net measurement payable shall be as prescribed in MOST/ I.R.C. Publications/ I.S. specification and its relevant clause (s).

EXTENSION OF TIME:

Clause 5

5.1 - If the contractor 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 must apply giving all and complete details of each of such hindrances or other causes in writing, to the Executive Engineer positively within 15 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 contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. 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 contractor, it will not be competent for them to review/change such a decision later on. However, the Superintending Engineer and the Executive Engineer shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor 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 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Executive Engineer/Superintending Engineer.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any, to claim extension of time due to such particular hindrance.

Once the Executive Engineer /Superintending Engineer has heard (oral and or in writing) the contractor 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 contractor has been granted extension of time for the period as applied by him.

Clause 6. The Engineer-in-charge shall power to make any alteration in omissions from additions to. or substitution for, the supply of the materials as specified in the' tender, which may appear to him to be necessary during the progress of the supply and the contractor shall be bound to carry out the supply in accordance with such instruction as may be given to him in writing signed by Engineer-in-Charge and such alteration, omissions, additions or substitutions shall not invalidate the contract and any additional, altered or substituted supply which the contractor may be directed to make as here in before provided as part of the supply under this contract shall be carried out by the contractor on the same condition in all respect as are herein contained and at the same rates as are specified in the tender. The time for the completion of the supply shall be extended in the

proportion that the altered, additional or substituted supply bears to the original supply contracted for and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And .if the altered, additional or substituted supply includes any class of supply, for which no rate is specified in this contract, then. such class of supply shall be carried out at the rates entered in the schedule of rates which was in force at time of the acceptance of the contract, provided that when the tender for the original supply is a percentage below/above the schedule of rates the altered additional or substituted supply required as aforesaid shall be chargeable at the said Schedule a rate minus/plus the same percentage deduction/addition and if such class of supply is not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the supply informing the Engineer-in-charge of the rate which it is his intention to charge for such class of supply and if the Engineer-in-charge does not agree to this rate, he shall, by notice in writing, be at liberty to cancel his. Order to carry out such class of supply and arrange to carry it out in such manner as. he may consider advisable, provided always that if the contractor shall commence supplier incur any expenditure in regard there to the rates shall have been determined as lastly here in before mentioned then and in such case he shall only be entitled to be paid in 'respect of the supply carried out or expenditure incurred by him period to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a dispute. the decision of S.E, of the circle shall be final.

Clause 7.. If at any time after the execution of the contract document the Engineer-in-charge shall for any reason, whatsoever, require the whole or part of the supply as specified in the tender, to' be stopped for any period or shall not require the whole or part of the supply to be carried out he shall give notice in writing of the fact to the contractor who shall then! upon suspend or stop the supply partially as the case may be. In any such case except as provided hereunder, 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 supply in full, but which he did not so drive in consequence of the full supply not having been allowed to be carried out or on account on any loss the he may be put to on account of materialJ.6 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 made in original specifications location of work quantities and instruction which may involve any curtailment of the supply as Original contemplated. Where however materials have already been purchased or agreed to be purchased by the contractor before receipt 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 compensation 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 supply has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges at the Engineer-in-charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitle 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 which the stoppage of the supply has been ordered as aforesaid.

Clause 8.On the completion of the delivery of the materials the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete unit the contractor shall have removed all rejected materials and shall have the approved materials, stocked placed in such position as may be pointed out to him. .

Clause 9., Payment will ordinarily be made once a month to the extent of 9/10 of the quantity delivered each month. But all such payments made shall be considered as payment on account to be covered by the fine!! bill for the complete supply.

Clause 10 The materials shall be of the best description and in strict accordance with the

specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

Clause 11. In the event of the materials being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall on demand in writing forthwith, remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that officer may have such rejected material removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may be come due to the contractor.

Clause 12 Receipts for payment made on account of a work when executed by a firm must also be signed by several partners, except where the contractor's are described in their tender as a firm, in which case, the receipts must be signed in same of the firm by on of the partners, or by some other person having authority to give effectual receipts for the firm.

Clause 13. 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 curds fence, enclosure, water pipes cables, learns electric or telephone post or wires, grass or grassland or cultivated ground, 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 workmen and deduct the expense (of which certificate of the Engineer-in charge shall be final) from any sums that may ,than 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.

Clause 14. Under no circumstance whatever shall the contractor be entitled to any compensation from Government of any account unless the contractor shall have submitted a claim in writing to the Engineer-in charge within one month of the cause of such claim occurring.

Clause 15 In every case in which by virtue of the provision of Section 12 sub/section (1) of the. workmen's compensation Act. 1923 Government are obliged to the pay compensation to a workman employed by the contractor on execution of the work, Government will recover from the, contractor the amount of the compensation paid, and, without prejudice of the rights or Government under Section12 sub-section- (2) of the said Act. Government shall be at liberty to recover such amount or any part there of by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contractor or other wise, Government shall not be bound to contest any claim made against them under section 12, subsection (1)of the said Act except on the written request of the contractor and upon his giving Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 16. No-materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-Charge.

Clause 17. The contract shall not be sublet without the written permission of the Divisional Officer. In the event of the contractor subletting his contract without such permission, he shall be considered to have there by committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may occur from the materials he may have collected or engagements entered into.

Such subletting in no case shall exceed 25% (Twenty five percent) of the value of contract.

Note:- If the contractor executes the work through “petty workers” on “Task Rate Basis” then this will not be treated as subletting.

Clause 18 The decision of the Superintending Engineer for the time being shall be final conclusive and binding on all parties of the contract upon all question relations to the meaning of

specification and in instructions herein before mentioned and as to quality of materials or as to any other' question claims right, matter or thing whatsoever in any way arising out of ,relating to the contract, specification Instruction, orders these conditions or otherwise concerning the supplies whether arising during the progress of delivery of after the completion or abandonment thereof. .

Clause 19 On the breach of any term or condition 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 realise and retain the same as damages and compensation for the said I:>reach., but without prejudice to ' the right of the said Governor to recover any further sums as damages from any sum's due or. Which may become due to the contractor by Government or otherwise howsoever.

Clause 20 If the Government declare a state of scarcity. or famine to exist in any village situated within 16 Kilometer of work site, 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 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 Executive Engineer whose decision shall be final and binding on the contractor. '

Refund of Quarry Fees and Royalties

Clause 21: - Royalty on Minor Minerals The contractor shall pay all quarry fee, Royalty charges etc. before he transports such materials from borrow area, quarry area to worksite.

The contractor while submitting his monthly bill to the Executive Engineer shall include in his bill all the Royalty Payment receipts (Pit passes, Royalty permits, Payment voucher receipts etc., as the case may be). On these payment receipts the contractor has to record that the quantity mentioned in these has been/or is intended to be used "for supply" in the Contract Agreement No.of.....After examination the Executive Engineer shall stamp the seal of his office on these receipts and after retaining the original return the photocopy to the contractor at the time of payment of running /final bill.

No bill either running or final shall be paid to the contractor in the absence of such Royalty payment receipts. After payment of final bill original vouchers/receipts/permits the contractor shall return the photocopies and take back the originals.

Clause 22 The contractor shall pay not less than fair wages to labours engaged by him on the work.

EXPLANATION :-

- (a) "Fair wage" means wages during the entire contract period
- (b) The contractor shall , notwithstanding the provisions of any contract ,to the contrary cause to be paid a fair wage to labourers directly or 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 all labour directly employed on the works. for the performance of the contractors part of this agreement ,the contractor shall comply with or cause to be complied with the labour Act 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 or estimated to be required for making good the loss suffered 'by a worker or workers by reasons of non-fulfillment of

condition's of the contract for the benefit of the worker/ workers on 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 this contract and any breach thereof shall be deemed to be a breach of this contract.

Clause 23 – If the contractor dies or becomes permanently incapacitated and in the case of “Partnership Firm”, if the surviving partners are “Minors” then the contract would be closed without levy of any compensation from the contractors heirs or incapacitated Contractor.

Clause 24 – TECHNICAL EXAMINATION

The Government shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor 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 contractor under the contract or any work claimed by him to have been done under 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 the Government to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Government account if it is found that the contractor 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 contractor.

In the case of any audit examination and recovery consequent on the same the contractor 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 contractor, 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 contractor within a period of twelve months from the date of completion of the contract in full (Including performance/defect/maintenance liability period if any)

Clause 25- PENALTY FOR BREACH OF CONTRACT:

On the breach of any term or condition of this contract by the contractor 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 contractor by Government or otherwise howsoever.

APPENDIX 2.16

(See paragraph 2.091)

**GOVERNMENT OF CHHATTISGARH
WATER RESOURCES DEPARTMENT**

.....Division/Sub Division

FORM-"D"

**Tender and the contract for Piece Work
General Rules and Directions for the
Guidance of Contractors**

1. All work proposed for execution by contract will be notified in form of invitation to tender posted in public places and signed by Executive Engineer/Sub-Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, also the amount of earnest money*, if any , to be deposited with the tender and the percentage, if any , to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi 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 / Sub-Divisional Officer shall also be open for inspection by the contractor at the office of the Executive Engineer/ Sub-Divisional Officer during office hours.

* It will be discretionary with the officers inviting tenders to call for earnest money in case of piece-work tender.

2. A tender by a firm, 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 authorizing 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.
3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but contractor(s) who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.
4. The Executive Engineer / Sub-Divisional Officer or his duly authorized assistant, will open tenders in the presence of any intending contractor's 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.

5. The officers competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer / Sub-Divisional Officer, and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer/ Sub-Divisional Officer or any other person duly authorized by him.
7. The schedule of work tendered for, and the materials to be supplied by the Works Department, if any, and their issue rates, shall be filled in and completed in the office of the Executive Engineer/ Sub-Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

Tender for Piece Work

I/ We do hereby tender to execute, for the Governor of Chhattisgarh, the under mentioned description of work on piece work basis, and in accordance in all respects, with the specifications, designs, drawings, and instruction in writing referred to in rule 1 hereof and the conditions annexed hereto, inconsideration of payment being made for the quantity of work executed at the rates specified in the following schedule .

MEMORANDUM

- (a) General description ;
- (b) Earnest money –Rs ;
- (c) Percentage , if any to be deducted from bills-
(Rupees..... percent).

SCHEDULE

Name of Work	No. of Item	Class and description of work to be executed	Unit of calculation	Rates of payment
1	2	3	4	5

Note.– Piece-work is that which involves the payment for work done at a stipulated rate only , without reference to a total quantity or time.

Should this tender, be accepted, I/we agree to abide by and fulfill all the terms and conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions, without prejudice to any other right of the Governor of Chhattisgarh .

The sum of..... is here with forwarded in currency notes **as earnest money (s) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office , should I /we fail to commence the work specified in the above schedule.

Witness.....Tenderer's Signature,
 Address.....Address.....
 Signature

**Give particulars and numbers.

The above tender is hereby accepted by me, on behalf of the Governor of Chhattisgarh Dated.....day of20.....

.....

Signature of the Officer.

CONDITIONS

1. Interpretation Clause :-

“The Governor” means the Governor of Chhattisgarh “The Executive Engineer” means the Executive Engineer of the Division concerned.

“The Sub-Divisional Officer” means the Sub-Divisional Officer of the Sub-Division concerned.

Words importing the singular number only, **include the plural number and vice versa.**

2. The work is to be carried on with due diligence, and all work executed is to be done in a workmanlike manner. The material used, when supplied by the party tendering, to be of the best of the several kinds procurable , and in all cases is to be subject to the approval of the Executive Engineer / Sub-Divisional Officer, for the time being, whose decision as to the rate of progress and the quality of work or materials shall be final .
3. The quantity of work executed shall be measured and payments made usually once a month, and on the completion of the work, or the termination of the agreement, final measurements will be made, and the account adjusted accordingly.
4. The party tendering shall permit Government at the time of making any payment to him/them for work done in pursuance of the acceptance of the tender to deduct..... Per cent, from all money so payable and to hold such moneys as security for the due performance by him /them of the work hereby tendered for. It is also hereby agreed that any sums of money payable by the party tendering to Government in connection with this work may be realized from the

- amount deducted as aforesaid or any sums which may be due or may become due to him/them by Government on any account whatsoever.
5. The Executive Engineer /Sub-Divisional Officer may put an end to this agreement at his option at any time and in the case of bad work or material, the Executive Engineer / Sub-Divisional Officer may remove the same and have it replaced deducting the value of the work rejected or materials removed, or the cost of replacing the same as he may think proper, from any amount due, or that may become due, to the party making this tender .
 6. If the contractor (s) 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, 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 imperfection become apparent in it within three months (six months in the case of a road work) 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 workmen, and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter, may become due, to the contractor, or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.
 7. The Executive Engineer/Sub-Divisional Officer shall supply the materials as shown in the attached schedule but does not undertake to take back from the party tendering either before or after the completion of the work, or the termination of this agreement, surplus materials which were originally procured by the party tendering or were issued to him/them by Government. The Executive Engineer/Sub-Divisional Officer shall, however, have the option of purchasing any of the materials surplus to requirements at the local prevailing market rates provided that in the case or materials supplied by Government, the price shall not exceed that originally charged by Government. The party (ies) tendering is/are not to remove from the site of work materials supplied to him/them for use on the works without the previous sanction obtained in writing of the Executive Engineer/Sub-Divisional Officer.
 8. No labourer below the age of twelve years shall be employed on the work.
 9. 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 W.D. 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 the his sub-contractors 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 contractor's part of the contractor shall comply with or cause to be complied with the Labour Act 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 or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non- payment of wages or of deduction made from his or their wages, which are not justified his or 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 this contract and any breach thereof shall be deemed to be breach of this contract.
10. Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except, where the contractor are described in their tender 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 firm.
 11. In every case in which by virtue of the provisions of section 12, sub-section(1) of the Workmen's Compensation Act, 1923 Government are obliged to pay compensation to a workman employed by the contractor, in execution of 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 costs for which Government might become liable in consequence of contesting such claim.
 12. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.
 13. The security deposit shall not be returned to the contractor(s) until a period of three months shall have elapsed after payment of the final bill for the work but a portion thereof may be refunded at the discretion on the Executive Engineer/Sub- Divisional Officer if he is satisfied that the portion retained will cover any claim that may be outstanding against the contractor(s).
 14. 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 or estimate.

15. 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 the estimates.
16. If Government declare a state of scarcity or famine to exist in any village situated within 16 K.M. 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 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 Executive Engineer whose decision shall be final and binding on the contractor.
17. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-Charge that the materials were required for use of government work.
18. On the breach of any term 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 realise and retain the 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 or which may become due to the contractor by Government or otherwise howsoever.

.....

signature of the contractor(s)

Signature of the Executive
Engineer/Sub-Divisional
Officer.

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for thehas been accepted by me/S.E./C.E./Government on behalf of the Governor of the C.G. on.....day of20.....and you are hereby ordered to commence the work.

.....
Signature of E.E./S.D.O

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

Schedule showing (Approximately) materials to be supplied from the works department stores for work contracted to be executed and the rates at which they are to be charged for:

1	Particulars Unit	Rates at Which the materials will Charged to the contractor(s). 2 Rs. P.	3	Place of delivery.
---	---------------------	---	---	-----------------------

Note.- The person or firm submitting the tender should see that the rates in the above Schedule are filled by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

.....
Signature of Contractor(s)

.....
Signature of the Executive
Engineer/Sun-Divisional
Officer.

Appendix 2.16-A
(See paragraph 2.091)

GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT
FORM 'D'
(TENDER AND CONTRACT FOR PIECE WORK FOR PWD AND PHED)

Name of work

Name of contractor

Contract amount

Amount of Earnest Money Rs.(in figure) (in words)

Cost of tender Form Rs.....Money Receipt No & Date.....

Stipulated period of completion...

.....

GOVERNMENT OF CHHATTISGARH
FORM 'D'
PUBLIC WORKS DEPARTMENT

.....DIVISION.....SUB DIVISION

TENDER AND CONTRACT FOR PIECE WORK
(“Limited Tender”- if the value is upto Rs. 50,000/- or “Open Tender” for value exceeding Rs. 50,000/-)

1. All work proposed for execution by contract will be notified in a from of invitation *to* tender posted in public places and signed by the Executive Engineer/Sub Divisional Officer in case of limited tender. But in case of “Open Tender”, this shall also be published in News Papers “for wide publicity”

This form will state the work to be carried out, as well as the date for submitting and opening the tender, also the amount of earnest money, if any, to be deposited with the tender and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, Octroi duties and ground rents will be granted. Copies of the specifications, designs, drawings & and other documents required in connection with the work. signed for the purpose of identification by *the* Executive Engineer/Sub Divisional Officer shall also be open for inspection by the contractor (s) at the office of the Executive Engineer/Sub.Divisional Officer during office hours.

2. A tender by a firm must be signed separately by each member there of or in the event of the absence of any partner, it must be signed on its behalf by a person holding 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. (Certificate of Registration with its number)

3. Any person who submits a tender shall fill up the usual printed form stating at what rates he is willing to undertake the work. Tender which propose any alteration in the work specified in the said form invitation to tender or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractor (s) who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which *they* refer written outside the envelope.
4. The Executive Engineer/Sub-Divisional Officer 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 amount of the several tenders in a comparatively statement in a suitable form. Receipts for earnest money will be given to all tenderers and after the decision of the tender Earnest money of other tenders (whose tenders stood rejected) shall be refunded immediately thereafter.
5. The officer competent to decide the tenders shall have the right of rejecting all or tender.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer/Sub-Divisional Officer, and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer/Sub-Divisional Officer or any other person duly authorised by him.
7. The schedule of work tendered for and the schedule of materials to be supplied by the Public Works Department, if any, and their rates. shall be filled in and completed in the office of the Executive Engineer/ Sub-Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

No of 20 ...

TENDER FOR PIECE WORK

I/We, do hereby agree to Execute for the Govt. of Chhattisgarh the under mentioned description of work on “piece work basis”, and in accordance in all respects, with the specifications designs. drawings and instructions in writing referred in rule 1 here of and the conditions annexed here to, in consideration of payment being made for the quantity of work executed at the rate specified in the following schedule:

MEMORANDUM

- (a) General description of work
- (b) Amount of contract Rs..
- (c) Earnest money Rs.
- (d) Percentage if *any*, to be deducted from bills –

(e) Stipulated period of completion

SCHEDULE

Serial No.	Description of item of work	Quantity	Rate	unit	Amount

Should this tender be accepted I/We agree to abide by and fulfill all the terms and conditions of contract annexed here to as far as applicable. or in default there of to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions without prejudice to any other right of the Governor of Chhattisgarh.

An Account Payee Demand Draft for the sum of Rs (in figure and words) and for a period at least of days and in favour of the Executive Engineer PWD..... Division herewith forwarded as earnest money the value of which is to be absolutely forfeited to the said Governor or his successors without prejudice to any other right or remedies of the said Governor or his successors in office, should I/We fail to commence the work specified in the above Schedule and complete the same in the stipulated period.

Signature of witness.

Tenderers Signature/ Authorised Signatory

(With seal)

Address.....

Address.....

Occupation.....

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

.....

Signature of the officer accepting the tender with his seal of office.

Dated day of20

CONDITIONS :-**1. Definition: -**

(I) "The Governor" means the Governor of Chhattisgarh.

(II) "The Executive Engineer" or Engineer-in-Charge means the Executive Engineer of Division concerned. Words importing the singular number only include the plural number and visa Versa.

2. The work is to be carried on with due diligence, and all work executed is to be done in a sound workmanlike manner and as per the applicable specification. The material used, when supplied by the party tendering to be of the best of the several kinds procurable, and in all cases is to be subject to the approval of the Executive Engineer/Sub Divisional Officer for the time being, whose, decision as to be subject to the rate of progress and the quality of work or materials shall be final. Materials having I.S.I. Mark (stamped) shall have preference over non I.S.I mark materials.
3. The quantity of work executed shall be measured and payments made usually once a month, or of the completion of the work or the termination of this agreement. Final measurements will be' made and the accounts admitted accordingly.
4. The party tendering shall permit Executive Engineer/Sub Divisional Officer at the time of making any payment to him / them for work done in pursuance of the acceptance of this tender; to deduct% (in figure) (in words) percent from all moneys so payable and to hold such money as security for the due performance by him/them at the work here by tendered for. It is also hereby agreed that all sums of money payable by the party tendering; to Government in connection with this work, may be realised from the amount deducted as aforesaid or any sums which may be due to him/them by Government on any account whatsoever.
5. The Executive Engineer/Sub Divisional Officer may put an end to this agreement at his option at any time and in the case of bad work or material the Executive Engineer/Sub Divisional Officer may remove the same and have it replaced, deducting the value of the work rejected or material removed, or the cost of replacing the same. as he may think proper, from any amount due. or that may become due, to the party making this tender.
6. If the contractor (s) or his work people or servant shall break deface, injure or destroy any part of a building in which they are/ been working or any building, road, road curbs,fences enclosure. water pipes, cable, drains, electric or telephone posts or wires grass or grassland or cultivated ground contiguous to the premise(s) 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 whatsoever, or any imperfection become apparent in it within Six 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 workmen and deduct/realise the expense, of which the certificate of the Engineer in-Charge shall be final from any sums that may be then or any time there after, may become due to the contractor or from his security deposits, or the proceeds of sale thereof. or of a sufficient portion thereof or as Arrears of Land Revenue.

7. The Executive Engineer/Sub-Divisional Officer shall supply the materials as shown in the attached schedule but does not undertake to take back from the party tendering either before or after the completion of the work or the termination of this agreement, surplus materials which were originally procured by the party tendering or were issued to him / them by Government. The 'Executive Engineer / Sub- Divisional Officer, shall however have the option of purchasing any of the materials surplus to requirements at the local prevailing market rates provided that in the case of material supplied by Government the price shall not exceed that originally charges by Government. The party(ies) tendering is/are not to remove from the site of works materials supplied to him / them for use on the. works without the previous sanction obtained in writing of the Executive Engineer/Sub-Divisional Officer.
8. No labour below .the age of twelve years shall be employed on the work.
9. The contractor shall pay not less than fair wage to labours engaged by him on the work

Explanation:-

- (a) Fair wage *means* wage whether for time or piecework notified during the duration of the Contract.
- (b) The contractor shall not with-standing 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 labours had been immediately employed by him.
- (c) Contractor's part of this agreement, the contractors shall comply with or cause to be complied with all the labour laws and rules and regulations there of..
- (d) The Executive Engineer/Sub- Divisional Officer shall have the right to deduct from the moneys due to the contractor any sum repaired or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the! benefit of the workers non payment of wage or of deduction 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 the payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right for claim indemnity from his Sub Contractor.
- (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.
- (g) The Contractor will arrange to such sum to the labour Department as may be decided by them towards security of payment of fair wages to the labour.

10. 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 tender 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 receipt for the firm.
11. In every case in which by virtue of the Provisions of section 12, Sub section (1) of the Workmen's Compensation Act. 1983, as amended till date, Government are obliged to pay compensation to a workman employed by the contractors on execution of 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 contractors 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 costs for which Government might become liable in consequence of contesting such claim.
12. 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. The decision of the Superintending Engineer shall be final and binding on the contractor for which the SE shall hear and give an opportunity to the contractor to present his claim and in the presence of the Executive Engineer who shall also submit his reply to the Contractor's Claim.
13. The security deposit shall not be returned to the contractor(s) until a period of the six months shall have elapsed after payment of the final bill of the work but a portion thereof may be refunded at the discretion of the Executive Engineer / Sub Divisional Officer after 3 (three) months if he is satisfied that the portion retained will clear any claim that may be outstanding against the contractor (s).
14. 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 or estimated.
15. 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 estimates
16. If Government declare a state of scarcity or famine to exist in any village situated within 10 miles 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 dedicated 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 Govt. may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

17. All quarry fees, royalties octroy duties and ground rent for stacking, materials -, if any, should as paid by, the. Contractor for which he has produce royalty receipts put passes voucher etc. before he is entitled to get any payment running or find.
18. On the breach of any term of condition of this contract by the contractor the Executive Engineer shall be entitled to 'forfeit the security deposit or the balance thereof that may at that time be remaining, and to, realise and obtain the 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 or which may become due to the contractor by Government or can be recorded as Arrears of Land Revenue.
19. If the contractor desires extension of terms for having been immediately hindrance in the execution of work he shall apply within 15 days such hindrances for extension time supported with all the details of all the hindrances - for a period not exceeding 25% (Twenty five) percent of the stipulated period of completion. The Executive Engineer having regard to such hindrances, as he may deem fit may extend the period not exceeding 25% (twenty five) percent of the stipulated period. Once this period is exhausted and the Contract is not yet complete, then the contact shall stand terminated. However and the contractor has a right to appeal to the Superintending Engineer against the decision/action of the Executive Engineer. The SE before giving his final decision shall give as opportunity to the contractor of being heard as to the matter. The decision of the SE shall be final binding and conclusive in this matter.
20. On termination of Contract in consequence of Clause 19 above, the Earnest Money and Security Deposit shall be forfeited by the Executive Engineer.

Signature of the Contractor

NOTICE TO THE CONTRACTOR TO START WORK

To,

.....
.....
.....

(Name and Address of the Contractor)

Your contract for the work has been accepted by me *I* Superintending Engineer/Chief Engineer for and on behalf of Governor of Chhattisgarh on thisday of 20... You have accordingly executed the agreement. You are hereby ordered to commence the work and complete the same in the stipulated period.

Signature of

The Executive Engineer with seal of office

=Schedule=

Name of work :

Serial No.	Description of item of work	Quantity	Rate	unit	Amount

Note:-The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the form prior to the submission of the tender.

Signature of Contractor,**Executive Engineer**

APPENDIX 2.17

(See paragraph 2.091)

FORM E**(Tender for the Supply of Bazar Articles by Local Merchants)**

I/We.....hereby tender for the supply to the Governor of C.G.(here in after called the Governor)of the articles and materials mentioned in the schedule attached to this tender form.

1. I/We undertake to deliver such number or quantity of articles and materials as I/We may be called upon to supply from time to time under the conditions hereto annexed [(A) at the unit rates inclusive of carriage charges I/We have noted against each article or class of material in the Schedule].[(B) at percent less/more than the rates specified against each article or class of materials in the Schedule inclusive of carriage charges] during the period commencing on the.....and ending on theFor the Purpose of my/our quotation of rates the place of delivery shall be deemed to be Sub-divisional Officer/Divisional Officer.....Sub-division / Division.
2. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms of this tender and all of the conditions of contract annexed here to or in default thereof, to forfeit and pay to the said Governor or his successors, the penalties or sums of money mentioned in the said conditions.
3. The sum of Rs.(Rupees.....) only, in cash in herewith forwarded as earnest money which shall be retained by the Governor on account of the security deposit specified in clause I of the said conditions of contract should this tender be accepted.

Dated.....20.....

Witness

Tenderer's Signature

Address

Address.....

This tender is hereby accepted by me on behalf of the Governor of the Chhattisgarh Pradesh.

Dated20.....

Signature of the Officer

(Schedule above referred to)

Sl. No	Name and Description Of articles and materials.	Unit	Rate Rs.	In words	Remarks

Condition of contract

1. The earnest money deposited by the person whose tender is accepted shall be treated as a security deposit.
2. Any compensation or other sums payable by the contractor to the Governor under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the Governor on any account whatsoever.
3. In the event of his security deposit being reduced by reason of any such deduction, the contractor, shall within ten days of the receipt of intimation of such reduction, deposit with the S.D.O./E.E. in cash the amount by which the security deposit has thus been temporarily reduced, failing which, the contractor shall forfeit the balance of his security deposit and the contract shall be terminated under clause 13.
4. Orders for articles or materials named in the Schedule attached to the tender and forming part of this contract shall be made on indents (prepared in P.W.A Form 7) signed by the S.D.O. or E.E. and presented to the contractor subject to the provisions of clause 5. The contractor shall deliver the articles or materials at the place or places and within the time on or before the dates mentioned in the indents and if the contractor refuses or fails to do so, the S.D.O. or E.E. may purchase in the open market any articles or materials ordered but not so supplied and recover from him or from his security deposit the difference between the actual cost of purchase and the amount that would have been payable for the articles or materials under this contract. If the S.D.O. or E.E. purchases the articles or materials in the open market at cheaper rates, the contractor shall have no claim for payment of the difference in cost.
5. Should the distance from the source of supply to the place at which delivery is thus required be greater than to the Sub-Divisional /Divisional Office, the contractor shall be entitled to receive payment for the extra cost of transport as estimated by the Officer who signed the indent (hereinafter called the Engineer-in-Charge) as per sanctioned schedule of rates for carting materials , current at the time of acceptance of the tender with the percentage additions or deductions according to the tender.
6. If the contractor shall be hindered in the supply of any articles or materials so as to necessitate an extension of the time allowed in the indent, he shall apply in writing to the Engineer-in-Charge who shall grant it in writing if reasonable grounds be shown for it, and without such written authority, the contractor shall not claim exemption from any recovery which may be made under clause 4.
7. The contractor shall give notice to the Engineer-in-Charge, of time and place at which he intends to make delivery of articles or materials. On the articles or materials being received and approved , a receipt in P.W.A. from 7 (invoice) shall be granted to him by the Engineer-in-Charge and no article or material shall be considered as delivered until it has been so approved and a receipt granted. The delivery shall not be considered as complete until the contractor shall have removed all rejected articles and material and have supplied and delivered the full quantity of approved articles or materials ordered in the indent.

8. In the event of the quality of any articles or material being considered by the Engineer-in-Charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that officer may have such rejected articles or materials removed at the contractor's risk and expense, the expense incurred being liable to be deducted from the security deposit or from any sum due, due or which may become due, to the contractor. No responsibility shall attach to the Engineer-in-Charge for the safe custody of the articles or materials supplied in excess, disapproved or not so removed.
9. The Engineer-in-Charge shall indent on the contractor for all articles or materials of the types mentioned in the Schedule which may be required by him for purposes of public works during the period of currency of the contract except that when the value of any particular quantity of any kind of article or material to be **obtained at one time exceeds Rs. 200 (two hundred) he may at his** discretion obtain such quantity of such material from any other person on the basis of rate and quality as fixed for the suppliers if the purchase is made through a non-supplier.
10. The contractor shall not be bound to supply any articles or materials of types not included in the schedule. If any such are indented for by the Engineer-in-Charge and the contractor desires to supply them he shall intimate to the Engineer-in-Charge the rate at which he proposes to make the supply and shall, before making the supply, obtain his acceptance of the rate in writing. Thereafter these conditions will apply as if the articles or materials have been supplied under the contract.
11. The contractor shall submit his bill monthly, by the 15th of the month following the calendar month to which the transactions relate and shall support it by the invoices which have been granted under clause 7 of these conditions. The Engineer-in-Charge shall have the power to deduct as fine for late presentation a sum not exceeding 5 per cent of the amount of any bill not presented by due date. Any invoice which is over two month's old on presentation shall, except with the express sanction of the E.E., be deemed to have lapsed and in the absence of such sanction no payment shall be made for the articles or materials mentioned in such invoice.
12. This contract shall not be assigned without written permission of the E.E.
13. On the breach of any term or condition of this contract by the contractor, Governor shall be entitled to terminate the contract and to forfeit the security deposit or the balance thereof that may at that time be remaining, and to retain the same as damages and compensation for the said breach, but without prejudice to the right of the Governor to recover any further sums as damage from any sums due or which may become due to the contractor by the Governor or otherwise whosoever. Further in the event of termination of the contract the contractor shall have no claim for any compensation for loss in respect of any articles or materials collected or engagements entered into by him.
14. The decision of the S.E. of the W.D. Circle in which this contract is made shall be final, conclusive and binding on the parties to the contract upon all questions relating to the meaning of anything contained in the conditions hereinbefore mentioned and

as to the quality of the articles or materials, or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to, the contract, orders or these conditions, or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or termination thereof.

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.