

MUNICIPAL CORPORATION

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FORM A
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PERCENTAGE RATE TENDER AND CONTRACT FOR WORK
General Rules and Directions to the Guidance of Contractors

1. All works proposed for execution by contractor will be notified in a form invitation to tender posted in public places signed by the Municipal Commissioner.
This form will state the work to be carried out as well as the date for submitting and even Re-tender and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentages, If any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, extra duties and ground rates will be granted. Copies of the specifications, designs and drawings and a schedule of quantities and rates of the various description of work and other documents required in connection with the work signed for the purpose of identification by the Municipal Commissioner shall also be open for inspection by the contractor at the office of Municipal Commissioner during office hours.
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 the usual printed form, stating at how percent above or below the estimated rates specified in rule. If he is willing to undertake the work. Only one rate of percentage more or less on all estimated rates / scheduled rates shall be named tender which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more 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 Municipal Commissioner or his duly authorised assistant, will open tender 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 comparative statement in a suitable form. Receipt 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 officer competent, to dispose of the tender shall have the right of rejecting all or any of the tender.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement to payment of the Municipal Commissioner and the contractor and the

contractor shall be responsible for seeing that he procures a receipt signed by the Municipal Commissioner 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 Mu. Corporation and their rates shall be files in and completed in the office of Mu. Commissioner before tender from 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 this tender.

Tender for works

I / We hereby tender for the Mu. Corporation the work specified by in the under written memorandum with in the time specified in such memorandum at percent, below / above rates entered in the schedule mentioned in rule land in accordance in all respects with the specification, designs, drawings and instruction in writing referred to in rule of and in clause 12 of the annexed conditions and with such materials as are provided for by and in other respects in accordance with such conditions as for as applicable-

MEMORANDUM

- (a) General description Rs.
- (b) Estimated cost Rs.
- (c) Earnest money Rs.
- (d) Security deposit (Including earnest money)..... Rs.
- (e) Percentage, If any to be deducted from bill Rs.....) Percent.
- (f) Time allowed for the work from date of written order to commence month

* In figures as well as in words-

- (a) If several sub-work are included, they should be detailed in separate list.
- (b) This deposit will vary from one percent to 10 percent, of the estimated cost of the work according to the requirement of the case.
- (c) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirements of case. Where security deposit is taken see more to clause i of conditions of contract.

Should this tender be accepted I / We here by agree to abide by and fulfill all teams all and provision of the said conditions contract annexed hereto so for as applicable or in default thereof to forfeit and pay to the Municipal Corporation the sum money mentioned in the said conditions. The sum of Rs is herewith, forwarded in currency earnest money, the full value of which is to be absolutely forfeited to the said Municipal Corporation without prejudice other rights for remedies of the said Municipal Corporation should I / We fall to commence the work specified in the as memorandum or (A) should I / We not deposit full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions of contract, otherwise the said sum of Rs..... shall be retained Corporation on account of such security deposit as aforesaid or (B) the full value of which shall be retained by Corporation account of the security deposit specified in clause I (B) of the said condition of contract.

.....
signature of witness to contractor's signature
submission
Dated the.....day of 20
Address

.....
signature of contractor before
Dated the day of 20

The above tender in hereby accepted by me behalf of the Nagar Palik Nigam.

.....
Dated the day of 20
accepte.

Signature of the Officer by whom

Conditions of Contract

Clause 1. Security Deposit:-

This person whose tender may be accepted (hereinafter called the contractors which exclude by or repugment to the contract include his heirs, executors, administrator, representative and assigns shall (A) [within on day for a contract of Rs. 1000 or less two days for one of Rs. 2000 or less and so on up to a limit of 10 days of the receipt him of the notification of the acceptance of his tender deposit by the Municipal Commissioner in case on Government securities censored to the Municipal Commissioner (if deposited by less than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up his full security deposit in the tender or (B) [perm corporation at the time of marking any payment to him for work done the contract to deduct such sum as (will with the earnest money deposite by him) amount to.....percent of all moneys so payable such deduction to be held by corporation by way of security provided always that in the event of the contractor depositing a lump sum by way security deposit as contemplated lated at (A) above than and in such case if the sum so deposited shall not amount to percent of the total estimated cost or the work it shall be lawful or Mu. Corporation at the time of making any payment to the contractor for work done under the contract to take up the full percentage of percent b---deducting a sufficient sum from every such payment at last aforesaid.

Given particulars and number

Strike out (A, If no cash security deposit is to he taken

Strike out (B, If any cash security deposit is taken.

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

* I his will be the same percentage as that in the tender (s)

The amount at this percentage (not exceeding 10 percent will be fixed in every to suit requirement e.g. is fixed a 8 percent and the security deposit only amount to percent of the estimated cost of the work, than 3 percent, should be deducted from every payment. If

the percentage is fixed at 10 percent and the security deposit only amounts to percent, should be deducted and so on.

All compensation or other sums of money payable by the contractor Mu. Corporation under the terms of his contract may be deducted from of paid by the sale of sufficient part his of security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by Mu. corporation on any account-whatsoever, and in the event of Mu. security deposit being reduced by reason by any such deduction or sale as aforesaid, the contractor shall with in ten days, thereafter make good in cash or Government, securities endorsed as aforesaid any sums which may have been deducted from, or raised by sale of his securities or any part there of.

The security deposit referred to when paid in cash may, at the cost of the depositor, be converted in to interest hearing securities provided that the depositor has expressly desired this in writing.

NOTE - Any sum deposited in cash by the contractor under (A) or amount of deduction made under (B) may, if the contractor so desices be comerted in to one of the recognised from of interest bearing securities to be approved by the officer sanetioning the contract, provided the amount to be converted is not below Rs 1,000 and the period of contract warrant such conversion, such securities should be endorsed to the Municipal Commissioner.

Clause 2. Compenssion for-

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reokoned from the date on which the order to Commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due dillizence (time being deemed to be the essence of the contract on the part of the contractors) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Municipal Corporation whose decision in writing shall be final may decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remain uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceed one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such tome has elapsed and three fourth of the work, before three-fourth of such time has elapsed. In the event of the contractor falling to comply with the condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Municipal Corporation (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the entire amount of compension to be paid under the provision of this clause shall not exceed ten percent on ten estimated cost of the work as shown in the tender.

Clause 3, Action when whole of the security deposit is-

In any case in which under any clause or clause the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or committed a branch of any of the rules contained in clause 24 or in the case of abandonment of the work owing to

the serious illness or each of the contractor or any other cause the Municipal Corporation on behalf of the Nagar Palika Parishad have power to adopt any of the following course as, he may deem best to the interest of Nagar Palika –

- (a) To rescinding the contract (of which re-issuance notice in writing to the contractor under the hand of the M.C. shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Nagar Palika-
- (b) To employ labour paid by the Nagar Palika and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and prices certificate of Municipal Commissioner shall be final and conclusive against the contractor) and crediting him with the value of the works done in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, or the cost of the labour and the price of the materials as certified by the Mu. Commissioner whichever is less. The certificate of the Municipal Commissioner as to the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (at the amount of which excess the certificate in writing of the Mu. Commissioner shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Nagar Palika under the contract otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of the above course being adopted by the Municipal Commissioner the contractor shall have no claim as to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract, And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract, unless and until the Mu. Commissioner 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.

Clause 4, Contractor remains liable to pay compensation if action not taken under Clause-3

In any case in which any of the powers conferred upon the Mu. Commissioner by clause 3 thereof 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 power shall notwithstanding be exercisable in the event of any further case of default by the contractor for which he is declared liable to pay compensation amounting to the whole of his security and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession of or require removal of soil contractors plant-In the event of the Mu. Commissioner putting in force either of the power (a) or (c) vested in him under the preceding clause he may if he so desires to take possession of all or any tools materials and stores in or upon the works, of the site there of or belonging to the contractor or procured by him and intended to be used for the execution of the works or any part thereof of paying or allowing for the same in account at the contractor rates or in case of these not being applicable at current market rates to be certified by Mu. Commissioner whose certificate thereof shall be final otherwise the Mu. Commissioner may notice in writing to the contractor or his clerk or the works foreman or other authorized agent require him to remove such tools plant materials on store from the present, within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition the Mu. Commissioner may remove them at the contractors' expense or sell them by action or provide sale on account of the contractor and at his risk in all respects and the certificate of the Mu. Commissioner as to the expense of any such removal, and the amount of the proceeds and expense of any such sale by final and conclusive against the contractor.

If the contractor shall desire an extension of the time, for completion of the work on the grounds of his having been unavoidable tendered to its execution or on any other ground he shall apply in writing to the Municipal Commissioner within 30 days of the date of the Hindrance on account of which he desire such extension as aforesaid and Municipal Commissioner shall if in his opinion which shall be final reasonable for a period not exceeding three months. Any further extension shall be subject to the previous sanction of the Municipal Corporation grounds he should therefore authorize.

Clause 6, Final Certificate-

On completion of the work the contractor shall be furnished with a certificate by the Engineer incharge of such completion, but on 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 work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all wood work doors windows, walls floors or other part of any building is upon or about which the work is to be executed or of which he may have had possession for the purpose of the caution thereof not until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement 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 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 of surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7, Payments on intermediate certificates to be regarded as advance.

No payments shall ordinarily be made for works estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and certificate of completion

given, but in case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive, a monthly payment proportion to the part thereof than approve 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 payment shall be regarded as payment by way of advance against the final payment only and not as payment of work actually done and completed and shall not preclude the repairing of had unsound and imperfect or unskillful work to be removed and taken away and reconstructed or be created, or be considered as an admission of the due performance of the contractor any part thereof, in any respect on the accruing of any claim nor shall 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 effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed of completion of the work otherwise the Engineer-in-charge certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8, Bill in submitted monthly-

A bill shall be submitted by the contractor each month or on before the date fixed by the Municipal Commissioner for all executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as for as admissible adjusted if possible, before the expiry of ten day from the presentation of the bill, If the contractor does not submit the bill within the time fixed as aforesaid the Municipal Commissioner may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Municipal Commissioner may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9, Bill is 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 Municipal Commissioner Corporation and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any work ordered pursuant of these conditions and mentioned or provided for in the tender at the rate here in after provided for such work.

Clause 10, Receipt to be signed by partners at present having to do so –

Receipt the 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 the tenders as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some person having authority to give effectual receipts for the firm.

Clause 11, Stores supplied for Municipal Corporation –

If the specification or estimate of the work provides for the use of any special description of materials in he supplied from the Municipal Corporation store on if it is required that the

contractor shall use certain store to be provided by the Municipal Corporation (such materials and store, and the price to charged those of as here in after mentioned bring so for as particable for the conrenitence of the contractor but not so as in any way to control the meaning or effect to this contract specified in the schedule or the memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required from 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 than due or thereafter to become due to the contractor under the contract otherwise or against or from the security deposit or the proceeds of sale there of if the same as held in Government securities the same or sufficient portion here of being in this case sold for the purpose. All materials supplied to the contractor shall remain the schedule property of Municipal Corporation and shall not on any account be removed from the site of work and shall at all times be open to inspection by the Engineer-in-charge, and such materials unused and perfectly in good condition at the time of completion or determination of the contract shall be returned to the Municipal Corporation's store if by a notice in writing under his hand he shall so required but the contractor shall not entitled to return any mate so supplied to him so aforesaid being unsued by him or for any wastage in o damage to any such materials.

Clause 12, Work to be executed in accordance with specifications, drawing, orders etc. –

The contractor shall executed the whole and every part of the work in the most substantial and workman like manner and so regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly full and faithful to the designs and instrantions in writing relating for the work by the Engineer-in-charge and lodged in his office and in 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 hour and the contractor shall. If he so requires, be entitled at his own expense to make or cause to be made copies of specifications, and all such designs, drawings and instructions as aforesaid.

Clause 12 A –

In respect of all hearing, hinges or similar parts intended for using the superstructure of any bridge, the contractor shall where required in the course of manufacturer and afford all facilities for the purpose of inspection and test of all or any of these parts and the materials used there in to any officer of the Director of Inspection of the Ministry or works production and supply of the Government of India and such hearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance there of from the Directorate of Inspection. All inspection charges will be payable by the contractor.

Clause 13, Alterations in specifications and Designs –

The Engineer-in-charge shall have power to make any alteration in, commissions from, additions to or substation for the original specifications drawings and instructions that may appear to him to be necessitations for the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work and contractor shall be bond to carry on work in accordance with any instructions which may be given to him in writing

signed by the Engineer-in-charge and such alteration commission additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may directed to be 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 the main work and at the same rates as are specified in the tender for the main work.

Execution of time in consequence of Alteration –

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

Rates for work not in estimate or schedule of rates of the district –

If the altered, additional or substituted work includes any class of work for which no rates specified in this contract, that such class of work shall be carried out at the rate entered in the schedule of rates of the district, which was in force at the time of the acceptance of the contract, provide that when the tender for the original work as a percentage below/above, the schedule or rate the altered additional substituted work required as aforesaid shall be chargeable at the same schedule of rate plus the same percentage deduction/addition and if such class of work is not entered in the schedule and arrange to carry it out in such manner as may be considered available provided always that if the contractor shall commence work or incur expenditure have been determined as lastly, herein-before, mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out of expenditure incurred by him prior to the date of the determination of the rates 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 Superintending Engineer of the Engineering cell of the Directorate of Local Bodies shall be final.

Clause 14, No claim to any payment on compensation for alteration in or Restriction of work –

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 stripped 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 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 is 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 not to no account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may in value 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 Commissioner Muni. Corpo. provided there 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 it respect of

materials agreed to be purchased by him the amount of such compensation to be determined by the Commissioner Muni. Corpo. whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour 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 account to labour charges as the Engineer-in-charges, whose decision shall be final may considered reasonable provided that the contractor shall not be entitled to any compensation on account of labour charge, 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 aforesaid.

Clause 15, Time limit for unforeseen claims –

Under no circumstances whatever, shall the contractor be entitled to any compensation from Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Commissioner corporation within one month of the cause of such claim occurring.

Clause 16, Action & compensation payable in case of hard working –

If any time before the security deposits refunded to the contractor it shall appear to the Engineer-in-charge on this subordinate in charge of the work that and work has executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound of a quality inferior to that contractor for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-charge to in time at this fact in writing in the contractor and them, not with standing the fact that the work, materials or articles complained of may have been advently passed, certified & paid for the contractor shall be bound forthwith so rectify or remove & reconstruct work specified in whole or in part as the case may required or if so required shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost, in event of 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 percent, on the amount of the estimate for everyday not exceeding ten days during which the failure so continuous 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 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 the same at such reduced work as he may fix therefore.

Clause 17, Work so be open inspection contractor or responsible agent to be present –

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given in the contractor either himself be present to receive orders and instructions 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 forces as if they had been given to the contractor himself.

Clause 18, Notice to be given before work is covered up –

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that time same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement & shall not cover up or place the reach of measurement any work out the consent in writing of the Engineer-in-charge or his subordinate in charge of the work & if any work shall be covered up or placed beyond the reach of measurement without such notice have 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 out be material with which the same was executed.

Clause 19,

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 an building road, fences, enclosures water pipes cities drains, electric or telephone posts or wires, tree or grass band or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections becomes apparent in it within three months (Six months in the case of a road work after certificate final or otherwise of its completion shall have been given by the Engineer-in-charge aforesaid the contractor shall make same good at his own expense or in default the Engineer-in-charge may not use the same to be made good by other workman and deduct the expense of which certificate of the Engineer-in-charge shall be final) from any same that may be taken or at time thereafter may become due to the contractor or firm the security deposit or the proceeds of sale thereof or on a sufficient portion thereof.

The security deposit of contractor shall not be refunded before the expiry of three, six months in the case of a road work after the issue of the certificate final or otherwise of completion of work and in no case shall it be refunded before the settlement and payment of the final bill provided that in the case of road work, if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after three month of the issue of the said certificate of the completion.

Clause 20,

The contractor shall supply at his own material (except such special materials as may in accordance with the contract be supplied from the Engineer-in-charge stores) lent tools, appliances implements ladder, 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 contract referred to in these conditions 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 therefore to and from the work. The contractor shall also supply without charge requisite number of persons with the means and material necessary for the purpose of setting works and corporation weighing and assising in the measurement of exanimate any time and from time to time of the work of materials failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from the security deposit or the proceeds of sale there for of sufficient portion thereof.

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

Clause 21,

In every case in which by virtue of the provisions of section (1) of the workmen's compensation to the workmen's compensation Act 1932 M C is unobliged to pay compensations to a workman employed by the contractor in executions of the works Municipal Corporation will recover from the contractor so paid and without prejudice the rights of Municipal Corporation under section (1) sub-section (2) of the said Act, Municipal Corporation shall be at liberty to recover but amount or any part the there of by deducting from the security deposit or from any sum due by government to the contractor whether under this contract or otherwise Municipal Corporation may not be found to contract any claim made having them under section 12, sub section (1) of the sain Act exception the written request of the contractor and had been given to Municipal Corporation full security for all cases for which Municipal Corporation might but own liable to be consequence had been given such claim.

Clause 22, Labour –

No female labour shall be employed within the limits of a contonment.

Clause 23, Labour below and age of 12 years –

No labour below the age of 12 years shall be employed on the work.

Clause 24, Fairwage –

The contractor shall pay not less than fairwage so labours engaged by him on the work, clause 24 a.

Explanation –

(a) Fairwage means wage whether for time or piece work notified at the time of inviting tenders for work and where such wages have not been so notified the wages prescribed by the public works Department for the division in which the work is done.

(b) The contractor shall not with standing the provisions of any contract to the contrary cause to pay a fair wage to labourers indirectly engaged on the work inoldsior any labour engaged by his sub contractors in connection with did 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 Madhya Pradesh Public works department contractors labour regulations contained in Appendix 155 of the public works department manual volume I.

(d) The CMO/Engineer in charge shall have the right to deduct from the money due to the contractors any sum required or estimated to be required for making good the loss suffered by worker by a reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or deductions made from his or their wages which are not justified by the terms of contract or non observance of the regulations.

(e) The contractor shall be primarily liable for all payment to 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 this contract and any breach thereof shall be deemed to breach of this contract.

Clause 25, Work not to be sub contract may be restricted and security deposit forfeited for subletting of contractor become insolvent –

The contractor shall not be assigned or sublet without the written approved of the Commissioner Municipal Corporation and if the contractor shall assign or sublet his contract or attempt so to di or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do or if any bribe, century gift I am, perquisite reward or advantage pecuniary or otherwise shall either directly be given promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of Municipal Corporation in any way relating to his office of employment or if any such officer or person shall be my in any way directly or indirectly interested in the contract the Municipal Commissioner Corporation may there upon by notice in writing rescird the contract and security deposit of the contractor shall there upon stand forfeited and the same consequences shall are as the contract had been recorded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 26, Sum payable by way of compensation to be considered reasonable, compensation without reference to actual loss –

All sum payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Municipal Corporation without reference to the actual loss or damage sustained and whether or not and any damage shall have been sustained.

Clause 27, Change in the constation 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.

Clause 28, Works to be under the direction of Engineer-in-charge –

All works to be executed under the contract shall be executed under the direction and subject to the approved in all respect of the Engineer-in-charge for the time being who shall be entitled to direct at what point and in what manner they are to be commenced and for time to time carried on.

Clause 29, Decision of the Superintending Engineer of Engg. cell as directorate of –

Except where otherwise specified in the contract the decision at the Superintending Engineer of the Engg. Cell for time being shall be final and conclusive and binding on all parties to the contract upon all questions relating to the meaning of specification designs, and drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way writing out of or relation in the contract designs, drawings, specifications, estimates, instructions, orders on these conditions or otherwise concerning the work or the executing or failure to execute the same, whether arising during the progress of the work or after completion or abandonment thereof.

Clause 30,

The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufactures which may be required for the work or any part thereof making up articles, required there of or in connection there with unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached in the contract and if they are not entered in the schedule the will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the storer aforesaid.

Clause 31, Lump sums estimate –

When the estimate on which a tender is made includes up sums in respect of parts of the work the contract shall be entitled to payment in respect of the items of work involved on the part

of the work in question at the same rate 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 measurements the Engineer-in-charge may at his discretion pay the lumpsum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum of payable to him under the provision of this clause.

Clause 32,

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

Clause 33,

The expression 'work' where used in these conditions shall unless there be something either in the subject or contract repugnant to such conatuction be consumed and taken to mean the works by or virtue or of the contract contracted to be executed, whether temporary or permanent and whether original altered sustained or additional.

Clause 34,

The percentage referred to at (?) of the tender will be deducted from / added to the gross amount of the bills for the work done.

Clause 35,

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.

Clause 36,

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.

Clause 37,

If Government declare a state of security of famine to exist in any village situated within 10 miles of the work the contractor shall comply upon such pasts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to when the Executive Engineer may here delegated this saty 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 lixed in this behalf any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive whose decision shall be final and binding on the contract.

Clause 38,

All quarry fees royalties extra 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 the charges as are permissible under the rules on obtaining a notificate from the Engineer-in-charge that the materials were required for use on Nagar Palik work.

Clause 39,

On the branch of any condition of this contract by the contractor the said Nagar Parishad shall be entitled to forfeit the security deposit or the balance thereof that may be that time be remaining and to realise and remain the same ad damage and non persation for the said breach, but without prejudices to the powers of the Nagar Palika Parishad to recover sum due or which may become due to the contractor by Nagar Palika otherwise howsoever.

Notice to the Contractor to Start Work

Your contract for has been excepted by the Municipal Corporation on the day of 200 and you are by ordered to commence the work.

Commissioner
Municipal Corporation, Durg

The notice to be contractor(s) to start work from the day of 200 was issued vide this office memorandum No..... dated..... 200

SCHEDULE

*Showing materials to be supplied by the Municipal Corporation under clause 11 and 30
as work contracted to be executed and rates which they are to be charged for*

| Particulars (1) | Rates at which the materials will be charged to the contractor (2) | Place of Delivery (3) |
|--------------------|--|--------------------------|
| | | |

Note – The person of firm submitting the tender should be that the rates in the above schedule filled by the Engineer-in-charge on the issue of the form prior to the submission of tender.

.....

Signature of Contractor

.....

Signature of Municipal Commissioner