

APPENDIX 2.10
DETAILED NOTICE INVITING TENDERS
(In Form A, B & C For Construction & Maintenance Works)

Office of the : **MUNICIPAL CORPORATION KORBA, C.G.**

- 1- N. I. T. No. _____ Date _____
- 2- Tender invited from _____
Contractor _____
- 3- Due date of tender _____
- 4- Name of Work _____

- 5- Amount of estimate : _____
- 6- Amount of Contract : _____
- 7- Amount of earnest money : _____
- 8- Cost of tender : _____
(Postage Rs. 50/-per copy extra)
- 9- Time allowed for completion : _____
- 10- Works to be done on schedule of rates issued by :
(i) _____ in force from _____
(ii) _____ in force from _____
(iii) _____ in force from _____
(iv) Item rate
- 11- Money Receipt No. _____ Date _____ Rs. _____
- 12- Following materials will be supplied by the Department / Contractors.
1. _____
2. _____
3. _____
4. _____
- 13- The following clause of this N. I. T. are not applicable for this work

Municipal Commissioner
Municipal Corporation
Korba Distt. Korba(C.G.)

Dated : _____

MUNICIPAL CORPORATION, KORBA
DISTT. KORBA (C.G.)
DETAILED NOTICE INVITING TENDERS
[In Form-A, B, C]

Date of issue on N. I. T.

Date of Receipt of Tender

1. INTRODUCTION:

1.1 Sealed tenders are invited on behalf of the Municipal Corporation, Korba for the following work in the prescribed form and will be received at the office of the Municipal Commissioner up to 3.00P.M. on the Municipal Corporation, Korba from categories mentioned in N. I. T. issued by Municipal Commissioner, / accredited representative Municipal Corporation Korba -

- (A) Name of work
- (b) Amount of estimate Rs.
- (C) Probable amount of contract Rs.
- (D) Amount of earnest money Rs.
- (E) Time allowed for completion
 month including / excluding rainy season (15th June to 14 Oct.) from the date of written order to commence the work

1.2 The electrical work shall be executed only through the contractors who possessing proper valid electric Licence from the chief Electrical Advisor to the Government. He should also attach a copy of the Licence,

1.3 Not more than one tender shall be submitted by a contractor or by a firm of contractors.

1.4 No two or more concerns in which individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.

1.5 Applications for issue of tender documents shall be submitted to Municipal Commissioner, Korba Distt Korba so as to reach the office not later than Office hours of 5.00 P.M.

1.6 Tender documents consisting of plans specifications, schedule (s) Of quantities of the various classes of work to be done, the conditions of contract and other necessary documents together with addressed envelopes to be used for return of forms and other documents; will be open for inspection and issued, for sale on payment of Rs. up to close of office hours of 5.00 P.M.,

1.7 The copies of other drawings and documents pertaining to the work signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenders at the following office during working hours.

2. RATES

2.1 The Schedule of items :-

The Schedule of main item of work to be executed is enclosed as Annexure (F).

2.2 Percentage rate tender in form "A" or "C".

2.2.1 In respect of percentage rate tenders, contractor should quote his separate tender percentage rate above below the following schedules of rate.

(a) **Building work :-** The current schedule of rates issued by the
 In force from
 and its amendments issued upto the date of N. I. T.

(b) **Electric Fittings :-** The current schedule of by rates issued by the
 in force from
 and its amendments issued upto the date of N. I. T.

(C) Water supply and sanitary fitting :- The current schedule of rates issued by The in force with effect from and its amendments issued upto the date of issue of N.I.T.

(D) Road Works :- The current schedule of rates/ issued by the in force with effect from and its amendments issued upto the date of issue of N. I. T.

(E) Bridge & Culvert:- The current schedule of rates /issued by the in force with effect from and its amendments issued upto the date of issue of N. I. T.

2.2.2. (For From "A" Only) The percentage of tender of above / below or as per with the relevant schedule rates inclusive of amendments and correction slips issued upto the date of the notice inviting tenders should be expressed on the tender form itself both in words and figures in such a ways that interpolation, is not possible and all over writing should be neatly scored out and rewritten and the corrections should be duly attested prior to the submission to the tender.

Tender not specifying percentage in works will summarily be rejected in the case of variation between the rates started in figures and in the words, The user of the two shall be deemed to be valid. Any amendments to the schedule of rates after the date specifically notifying the said amendment to current schedule of rates, shall not apply to this tender.

2.2.3. The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause 2.2.1 or have been derived from the said current schedule of rates and not to other items of work.

2.2.4. The percentage quoted by the contractor shall not be altered by the contractor during the terms of contract. 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.

2.3. ITEM RATES TENDERS IN FORM "B"

2.3.1. The tenderer shall fill his / their tendered rates and prices for all items of works described in the bill of quantities. The Tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of The same shall be deemed to have been covered by the other rates and prices of the schedule of items indication in Annexure "F".

2.3.2. The rates quoted in the tender for the various item of work will not be altered by the contractor during the term of contract.

2.3.3. If the tenderer of the successful tendered is unbalanced or "front loaded" in relation to Executive Engineer's estimate of the competent authority real cost of the work to be perform under the contract by more than the amount of the security deposit mentioned in Clause 3.5 of N.I.T. hereof, the competent authority may require that The amount of the performance security set forth in Clause 3.5 of N. I. T. hereof be increased at the expense of the successful tenderer to a level sufficient to protect the Government against financial loss in the event of subsequent default of the successful tenderer under the contract. In case where the aggregate of expected contract payments would, at any time exceed the Executive Engineer's estimate of actual work performed by more than the amount of security deposit specified in Clause 3.5 of N. I. T. such security shall be increased accordingly at the expense of the successful tenderer upto a limit/level mentioned above.

2.3.4. RATE OF ADDITIONAL QUALITIES OF ITEMS OF WORK:- Variation in the quantities of work in schedule of items shall not vitiate the contract. The rates quoted for the individual items shall apply for the quantities of work increased by not more than thirty percent, for each of items should the quantities of work actually involved under any items vary by more than thirty percent, the rate for additional quantity of such item of work shall be paid on the basis of S. O. R. rate plus/minus the percentage which tender cost bears To The cost of work at S. O. R. this percentage shall be worked out while sanctioning tender and would not change during the currency of the contracts,

2.4 LEAP AND LIFT OF WATER :- No lead and lift carting of water will be paid.

2.5 LEAD AND LIFT OF MATERIALS :- No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided In the current schedule rates mentioned in clause 2.2.1 of the N. I. T. or in the schedule of Items in respect of Item rate tenders.

2.6 NON SCHEDULE ITEMS OF WORK :- During the execution of the work there is like of such item of work, which do not find place in the current schedule rates, referred to above In respect of percentage rate contracts or such items which are given in the schedule of item in respect of Item rate contracts, for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

Rates of such Item of work which do not find place in the current schedule of rates referred to above, In respect of percentage rate contracts or such items in respect of percentage rate contracts shall be decided by the Executive Engineer and the decision of the Municipal Commissioner shall be binding on the contractor The quantum of such work will not exceed 10% of amount of contract unless accepted by the department and the contractor.

3. SUBMISSION OF TENDER

3.1 EARNEST MONEY :- No tender will be received without a deposit of earnest money of Rs. which will be returned to the unsuccessful tenders on the rejection of their tenders, or earlier as may be decide by the competent authority and on product of a Certificate of Engineer-in-charge that all Tender documents have been returned, and will be retained from the successful tenders as part of the Security deposit,

3.2 FORM OF EARNEST MONEY

3.2.1. Where the amount or earnest money is more than Rs. 500/- the same shall be accepted only in the shape of bank drafts or in other shapes mentioned in P.W.D. Manual Para 2.079 in favour of officer inviting tender.

3.2.2. The intending tenderers from other states may remit E.M. in the form of Bank Draft of any Schedule bank payable at par at the head quarters of the Municipal Commissioner.

3.2.3. The rate of earnest money to be submitted by the intending contractors will be as under'

- | | | |
|-------|---|---|
| (i) | For tenders upto Rs.1 Lakh. | 2 Percent |
| (ii) | For tender more than Rs. 1 Lakh & upto Rs. 5 Lakh | 1 percent subject to a minimum of Rs. 2000/- |
| (iii) | For tenders more than Rs. 5 Lakh & upto Rs. 2 Crore | 0.75 percent subject to a minimum of Rs. 5000/- |
| (iv) | For tenders more than Rs. 2 Crore. | 0.5 percent subject to a minimum of Rs. 1.5 Lakh maximum of Rs. 5 Lakh. |

3.2.4. Where the amount of earnest money Is more than Rs. 500 - and tenderer propose to pay it in cash he shall pay in form of the earnest money to be credit to Revenue Deposit on behalf of the Municipal Commissioner, , Municipal Corporation. Korba. The tenderer wishes to deposit the earnest money In any one of the following forms he may do so & produce/ send the same duly hypotheicated to the Municipal Commissioner, Municipal Corporation, Korba.

- (i) T.D.R./ F.D.R. /S.T.D.R. of Nationalised Bank of scheduled Banks, Units of unit trust of India,
- (ii) Bank drafts issued by big urban banks whose working Capital exceed Rs. Five Crores & by A.B. and C Class central 1/ Co-operative Bank. Non Scheduled state Co-operative banks subject to the conditions that the drafts are encashed by accepting authority as Soon as they are received and the contracts are allotted only after the encashment or draft as per C.G.F.D No. f./3/18/77/8/59 (iv), dated 13-2-73.

3.2.5. Earnest money which has been deposited for a particular work all not ordinarily be adjusted towards the earnest money for another work, but if tender of a contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to some reason it may be so adjusted by Municipal Commissioner.

3.2.6. The intending tenderers from other states may remit E.M. in the form or the bank draft of any schedule bank to the Municipal Commissioner. Municipal Corporation. Korba.

3.3 **EARNEST MONEY IN SEPARATE COVERS :-** The Earnest Money, in one of the prescribed forms should be produced /sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer.

3.4 **ADJUSTMENT OF EARNEST MONEY ;** -Earnest money, which has been deposited for a particular work, will not, ordinarily, be adjusted towards the earnest money or another work, but it can be adjust further in the same work in The condition of retender.

3.4.1 **Refund of earnest money :-**

- (i) If it is decided on the same day to reject all the tenders, the earnest money of all the tenderers shall be refund immediately after taking decision
- (ii) The earnest money of tenderers whose tenders, are rejected shall be refunded after The tenderer whose tender is accepted, complete tender documents, however irrespective of the decision regarding acceptance or the tenders, the earnest money shall be refund able after expiry of period of validity of tenders unless extended by the tenderer.

3.5 **SECURITY DEPOSIT :-**

- (a) The security Deposit shall he recovered from the Running Bills @ 5% percent.
- (b) The amount of the E. M. shall not be adjusted when value of work done reached the limit of the Amount of contract of exceed the probable amount of the contract

3.6 **IMPLICATION OF SUBMISSION OF TENDER :-** Tenderers are advised to visit site sufficiently in advance of the date fixed for admission of the tender. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site etc. whether he inspects them or not.

3.6.1 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure. In this respect laid down in the National building code of India 1970 /- Indian standards the scope and specification of the work to be done and the conditions and rates at which stores tools and plants etc. will be issued the him by the Municipal Corporation, has been the. quarries with their approaches, site of work etc. and satisfied himself regarding the suitability and availability of site of work. etc. and satisfied himself regarding the suitability and availability of the materials of the at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

3.7 **INCOME TAX CLEARANCE CERTIFICATE :-** A tender purchasing tender documents for works exceeding Rs. 2.00 lacs shall submit either an income Tax clearance Certificate in the prescribed form or a Certificate from the Income Tax Authority that the assessment is under consideration. No tender documents can be issued / said to him unless such certificate is submitted.

3.8 **LAST OF WORK IN PROGRESS :-** Tenderer must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing there in :-

- (i) The amount of each contract and total period of completion
- (ii) Balance of work remaining to be done and the remaining time allowed as per contract,
- (iii) The amount of solvency certificate produced by him at the time of enrolment in the Department.

3.9 **RELATIONSHIP :-** The Contractor shall not be permitted to tender for works in the Division (Responsible for award and Execution of contract(s) in which his near relative is posted.

as Divisional Accountant He shall intimate the name of his near relative working in C.G. Housing Engineering Dept. Secretariat & Municipal Corporation, Korba. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any gazetted officer in the Municipal Corporation, & Housing Secretariat any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the Municipal Corporation, Korba.

Note:- By the term near relative is meant wife, husband parents & son, grand son, brother- sisters, brother-in-laws, father-in-laws, and mother-in-laws.

3.10 The tender for the works shall be witnessed by a contractor. Failure to observe this condition shall render the tender of the contractor liable to rejection. „

4. OPENING & ACCEPTANCE OF TENDER :

4.1 PLACE & TIME OF OPENING :- The tenders shall be opened at time and place stated in para 1 by the Municipal Commissioner in the presence of the tenders or their duly authorised agents who may choose to attend. The Municipal Commissioner under unavoidable circumstances may depute another officer in his absence to receive and open tenders on his behalf.

4.2 POWERS OF MUNICIPAL COMMISSIONER :- The Municipal Commissioner does not bind himself to accept or recommend for the acceptance to the competent authority or other higher authority the lowest or any tender or to give any reason for his decision.

4.3 CONDITIONAL TENDER :- Conditional tenders are liable to be rejected.

4.4 CANVASSING :- Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section -8 of the C.G., Vinirdishtha Bharasta Acharan Ni varan Vidheyak, 1982.

4.5 UNSEALED TENDER :- The tender shall be rejected, if not properly sealed.

4.6 AUTHORITY OF MUNICIPAL CORPORATION :- The authority competent to accept a tender, reserve the right of accepting the tender for the whole work for a district part of it, or distributing the work between one or more tenders.

4.7 VALIDITY OF OFFER :- Tender shall remain open upto 04 Months from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever earnest money deposited with the tender shall be forfeited by the Municipal Corporation.

5. SPECIFICATIONS :

5.1 SPECIFICATION FOR BUILDING WORKS (INCLUDING WATER SUPPLY & SANITARY FITTINGS) :- The contractor shall have to execute the work strictly in conformity with the central P.W.D. specifications as updated on the date of issue of N. I. T.

5.2 MATERIALS OF CONSTRUCTION :- The materials of construction to be used in the work shall be governed by the provision of part V of the National Building code of India, 1970 and the relevant Indian standard specification with amendments and revisions issued upto the date of tender notice.

5.2.1. All materials to be brought by the contractor shall be as per stipulations in the relevant schedule of rates in the case of tenders in form "A" & "C" and as per stipulations in the special conditions vide annexure "H" in the case of item rate tender in form "B".

5.3 WORKMANSHIP :- The work shall be carried out according to the specification referred to herein after & according to sound engineering practice. The decision of the Executive Engineer, Municipal Corporation, Korba in respect of workmanship will be final.

5.4 SPECIFICATION FOR BUILDING WORKS :- (INCLUDING WATER SUPPLY & SANITARY FITTINGS)

The contractor shall execute the work in conformity with the standards and procedure laid down in the National Building code of India, 1970 and as per C.G., P.W.D. Specification or specifications in force, or special specification whenever enclosed separately and in accordance with the approved drawing,

5.4.2 All concrete shall be mixed in concrete mixers and compacted by mechanical vibrators. Slump test shall be carried out during concreting and sample test cubes prepared and tested in due course. The testing will be carried out by the department. The results of the tests shall confirm with the required standard and if the Engineer-in-charge considers that a structural test. The contractor shall have to execute the work strictly in conformity with the contract P.W.D. specification as update on the date of N.I.T. is necessary, the same shall be carried out as instructed by the Engineer - in - charge at the contractors expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test results.

5.4.3 **BRICKS :-** The contractor should use the bricks manufactured on the metric measures, as for as possible.

5.4.4 All timber used in wood work for all new works must be properly seasoned In case of important buildings mechanical seasoning should be done in good seasoning plant. In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant his own expense but no certificate is required where no additional rate is paid.

5.4.5 **Maintenance of roofs :** subject to the provision in the agreements it will be the responsibility of the contractor to see that building does not leak, during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy season in respect or lime concrete and cement terraced roof, after its completion and he will make good and replace all the defective work on his account at his own cost.

5.5 **SPECIFICATION OF A ELECTRICAL WORKS :-**

5.5.1. The work will be carried out as per the approved drawing and as directed by the Executive Engineer. The work will be governed by "General Specifications" for the Electrical works in Government buildings in Chhattisgarh in force from 1972.

5.5.2. All samples of electrical accessories should be got approved from the Engineer-in-charge. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them.

5.5.3. The period of testing and refund of deposit will be 6 months after completion of work.

5.5.4. In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tubelite fixtures will be made by the ENC Korba as mentioned in the S.O.R As such labour rates only as per S.O.R, will be paid for fittings such items in position as per S.O.R.

5.5.5. The contractor should submit wiring diagram on tracing cloth showing the point or switch, length of point, position of D.B. and main switch circuit No. in which points fall at this time of final bill. Otherwise deduction of ½ percent (Halt percent) will be made from the bill.

5.6 **Specification for Road and Bridge and supply of materials :-** The road work including supply of materials as well as works of bridge and culverts shall have to be carried out according to M.O.S.T. specifications for road and bridge works published by Indian Road Congress as updated on the issue of N.I.T.

5.7 **Contradiction or amendments :-** In the event of contradiction between the stipulation of the (Schedule of rates relevant to this N.I.T.) and aforesaid specification (vide pare 5.1 to 5.5.6 above) the stipulation of the schedule of rates shall again precedence, IN the event of contradictions, if any, between different specifications and or codes of practice referred to above, the decision of the Engineer- in- chief shall be final.

6. SUPPLY OF MATERIALS:

6. MATERIALS SUPPLIED BY THE DEPARTMENT :- The following materials will be supplied by the department,

Name of Materials	Rate	Place of Delivery
(1) Cement.....	per bag.....	
Rs.....	(including cost of container.)	
(2)		
(3)		

- 6.1.1.** The Contractor shall be liable to return unused cement bags after due allowance of limit of variation prescribed in the S.O.R. to the stores of the Municipal corporation failing which cost of unused cement bags shall be recovered from contractor at double the agreement rates/issue rate which ever is more.
- 6.2** **RETURN OF EMPTY CEMENT BAGS :-** It shall be compulsory on the part of the contractor to preserve and return empty cement bags in sound condition to the extent of atleast 75 percent of the bags issued to him, to the Assistant Engineer in charge of work at the place of issue for which no transportation will be payable. The rebate for such bags will be as per rates Fixed by D.G.S. & D. from time to time. In case the bags are not required by the Municipal corporation the contractor will have to sell these to the authorised collecting agents at the price fixed by the D.G.S. & D from time to time and produce receipts in support.
- 6.3** **PENALTY FOR NON-RETURN BAGS :-** For each bag not so return to the extent of issue, in so und condition a rate of Rs. per bag will be charged, The decision of the Engineer-in-charge whether or not a bag is In sound condition shall be final.
- 6.4** In case of the department supply of Iron/Steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in S.O.R, (With due allowance for the percentage above or below S.O.R. tendered and accepted)-
- 6.5.** **DELAY IN SUPPLY :-** If the materials are not supplied in time, the contractor will not be allowed any claim for any loss, which may of caused to him. discretion of The Municipal Commissioner should be final if applied for by the contractor before the expiry of the contract.
- 7. MISCELLANEOUS CONDITIONS :-**
- 7.1** **SUBLETTING :-** The contractor shall not without the prior approval of the competent authority in writting sublet or assign to any other party or parties, the whole or any portion of the work under the contract where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he under - takes under contract.
- 7.2** **TAXES :-** All dues regarding taxes, including the sales tax, other duties etc. levied on the contractor's work by Government and local bodies or private Individuals will be payable be the contractor the E.E, only will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.
- 7.3.** Minerals extracted for works carried out on behalf of the Government of India, from the quarries in possession of and controlled by the state Government is subject to payment of Royalty by the contractor whom it shall not be refundable. The Municipal Corporation, Korba shall not also issue any certificate in respect of such material extracted for Government of India work (Applicable to Government of India works only).
- 7.4** **RULES OF LABOUR CAMPS :-** The contractor will be bound to follow the Chhattisgarh Model Rules relating to lay-out, water supply and sanitation on labour camps (vide annexure -A) and the provisions of the National Building code of India. In regard to constructions and safety.
- 7.5** **FAIR WAGES :-** The contractor shall pay not less than fair wages to labours engaged by him on the works (Rules enclosed vide Annexure - B),
- 7.6** **WORKS IN THE VICINITY :-** The Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7** **BEST QUALITY OF CONSTRUCTION MATERIALS :-** Materials of the best quality will be used as approved by the Executive Engineer,
- 7.8** **REMOVAL OF UNDESIED PERSONS:-** The contractor shall on receipt of the requisition from the Executive Engineer once remove any person employed by him on the work who, if in the opinion of the Executive Engineer is unsuitable or undesirable.
- 7.9** **AMOUNT DUE FROM CONTRACTOR :-** Any amount due to Municipal Corporation from the contractor on any amount concerning work may be recovered from him as arrear of land revenue.

TOOLS AND PLANTS :- The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued to the contractor as a special case.

7.11. RIGHTS TO INCREASE OR DECREASE WORK:- The Competent authority reserves the right to Increase or decrease work.

The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation,

7.12 TIME OF CONTRACT:- Time allowed for carrying out the work as entered in the N. I. T. shall be strictly observed by the contractor & shall be reckoned from the date of work order to commence the work.

7.13 PAYMENT BY CHEQUES :- The payment will be made by cheques on the Bank only No, bank commission charges on realising such payments will borne by the Municipal Corporation, Korba.

7.14 TRANSPORT OF MATERIALS :- The contractor shall make his own arrangement for transport of all materials. The Executive Engineer, Korba is not bound to arrange for priority in getting wagon or any other material though all possible assistance by way of recommendation will be given if it is found necessary in his opinion if, the recommendation proves to be in-effective, the contractor shall have on claim for any compensation on that account,

7.15 The methodology and equipment to be used on the project shall be furnished by the contractor to Engineer-in-Charge will in advance of commencement of work and approval of the Engineer-in-Charge obtained prior to its adoption and use.

The contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of Engineer-in-Charge before commencement of work, if so desired by the Engineer-in-Charge.

All equipment provided shall be of proven efficiency and shall be operated & maintained at all time and manner acceptable to the Engineer-in-Charge. No equipment or personnel will be removed from site without permission of the Engineer-in-Charge.

7.16. WORK PROGRAMME AND METHODOLOGY OF CONSTRUCTION: The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology construction of each time of work and obtain the approval of the Engineer-in-Charge prior to actual commencement of work.

7.17. REVISED PROGRAMME OF WORK IN CASE SLIPPAGE :- In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of Engineer-in-Charge to the revised programme.

7.18. DOCUMENTATION :- The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-charge who will verify and certify three drawings. Final as constructed drawing(s) shall than be prepared by the contractor and supplied in triplicate along with a micro film in case of minor and major bridges and on tracing cloth in all other cases to the Engineer-in-charge for record and reference purpose.

7.19. The contractor shall have to provide a ruled duplicate register at site named "Site order book" It shall be in the custody of departmental supervisory staff. The Engineer-in-charge or his authorised representative may record their instructions in this book, which shall be noted by the contractor or his authorised representative for compliance

7.20. If any item of work is found to be substandard but the Engineer-in-charge of the opinion that the same each structurally adequate and can be accepted at the reduce rate, than in such cases, the Engineer-in-charge shall have to submit proposal for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O.. letter to the Superintending Engineer concerned to obtained his approval expeditiously (Ordinarily within 15 days), The approved analysis along with orders of the Superintending Engineer shall have to be appended to the bills of the contractor.

8. SPECIAL CONDITIONS :- To be inserted in the N. I. T. of a particular work if found necessary in the interest of work.

8.1. EXECUTION OF AGREEMENT :- The tenderer where tender has been accepted here ir after referred to as the contractor shall produce an appropriate solvency certificate, if sc required by the Municipal Commissioner & will execute the agreement in the prescribed form. within a fortnight of the data of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to Municipal Corporation & tender being cancelled,

- 8.1.2.** (a) The contractor shall employ the following Technical staff during the Execution of work.
- (i) One Graduate Engineer when the work of be executed is more than Rs. Five Lakhs.
 - (ii) One diploma Holder, Sub-Engineer when the cost of work to be executed is from Rs. Two Lac or more but not more than Rs. Five Lac.
- (b) The technical staff should be available at site whenever required by the Engineer-In-charge to take instructions,
- (c) In case the contractor fails to employ the technical staff as aforesaid. The Executes Engineer shall have the right to take suitable remedial measures.
- (d) The contractor should give the manes and other details of the Graduate Engineer/ Diploma Holder, Sup Engineer whom he intends to employ or who is under employment on the work at time of the commence the work.
- (e) The contractor should give a certificate to the effect that the engineer/Diploma Holder, Sub-Engineer is exclusively in his employment,
- (i) An Engineer or sub-engineer may look after more than one' work in the same locality but the total value of such work under him should not exceed Rs. Twenty five Lakhs in the case of an engineer & Rs. Five Lakhs in the case of a sub-engineer for The supervision of work.
 - (ii) It is not necessary for the contractor's partner in case of firm/company, who is himself an Engineer, Sub - Engineer to employ another Engineer, Sub-Engineer for the supervision of work.
 - (iii) The Retired Assistant Engineer who is holding a Diploma may be treated at pet with a Graduate for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the Muni. Corpo. sum of Rs. 1.000 (one thousand only) for each month of default in the case of graduate engineer & 500/- (five hundred only for each month of default in the case of Diploma Holder Sub-Engineer.

8.2 CONDITIONS APPLICABLE FOR CONTRACT :- All the condition of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form :-

Following documents annexed with this N.I.T. shall from part of contract.

<u>Annexure (A)</u>	Model 1 Rules relating to labour water supply etc,
<u>Annexure (B)</u>	Contractor's labour regulations.
<u>Annexure (F)</u>	Schedule of items.
<u>Annexure (G.I)</u>	Form of Bank Guarantee.
<u>Annexure (G.II)</u>	Revised form of Bank Guarantee Bond.

ANNEXURE - "A"

MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

NOTE :- These model rules are intended primarily for labour camps which are not a permanent nature. The lay down the minimum desirable standard which should be adhered to standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps.

1. **LOCATION :-** The camp should be located in elevated and well drained ground in the locality.
2. Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
3. **HUTTING :-** The huts to be built of local materials. Each hut should provide at least 20 sq. meters of living space.
4. **SANITARY FACILITIES :-** Latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for men and woman and specially so marked on the following scale.
5. **LATRINE :-** Pit provided at the rate of 10 users or two families per seat, separate urinals as required as the privy can be used for this purpose.
6. **DRINKING WATER :-** Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supplies is from intermittent sources overhead storage tank shall be provided with a capacity of five litres a person per day. Where the supply is to be made from a well it shall confirm to the sanitary standard laid down in the report of the Rural sanitation, committee, The well should be at least 30 meters away from any Latrine or other source of pollution, if possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and the quality of the water tested should be got tested at the public health institution between each work of disinfecting.
7. **BATHING AND WASHING :-** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. metres for washing and bathing proper drainage for the waste should be provide.
8. **WASTE DISPOSAL :-** Dustbin shall be provided at suitable places in camp and residence shall be directed to throw all rubbish in to those dustbins. The Dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.
9. **MEDICAL FACILITIES**
 - (A) Every camp where 1000 or more person reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time nurse shall be employed
 - (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with a dispensary and a part time nurse/ mid wife.
 - (C) If there are less than 250 person in any camp a first aid kit shall be maintained in charge of whole time person trained, in first aid.

All the medical facilities mentioned above shall be for all resident in the camp including a department of the worker, if any free of cost.

SANITARY STAFF :- For each labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scale :-

1. For camp with strength over 200 but not exceeding 500 persons - One sweeper for every 75 persons above the first 200 for which 3 sweeper shall be provided.
2. For camps with a strength over - 500 persons one sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.

ANNEXURE- "B"

CONTRACTOR'S LABOUR REGULATIONS

The contractor shall pay not less than fair wages to labourers engaged by him in the work

EXPLANATION :-

- (a) "Fair wages" means wage whether for Time or piece work as notified on the date of inviting tenders and where such wages have not been. So notified the wages prescribed by the 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 be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connect with the said work as if labourers had been immediately Employed by him.
- (c) In respect of all labour directly of Indirectly employed on the works or the performance of his contract. the contractor shall comply with or cause to be complied with the labour act in force.
- (d) The Executive Engineer / Assistant Engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker¹ or workers.
By reason of non fulfilment of the conditions of the contract for the benefit of the workers. non payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of 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-contactors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid licence under the contract (Regulation and Abolition) Act. in force and rules made there under by the competent authority from time to time before commencement of work, and continue to have a valid licence until The completion of the work.
Any failure to fulfill this requirement shall attract the penal provisions of This contract arising out of the resulted non execution of the work assigned to the contractor.

ANNEXURE - "F"

SCHEDULE OF ITEMS TO BE EXECUTED

S.No.	Particular of items.	Units.
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As per schedule attached.

ASSISTANT ENGINEER

Municipal Corporation, Korba
Dist. - Korba (C.G.)

EXECUTIVE ENGINEER

Municipal Corporation, Korba
Dist. -Korba (C.G.)

ANNEXURE - "G-I"

GUARANTEE BOND

(To be used by approved scheduled banks)

1. In consideration of Municipal Corporation (here in after called the Corporation) having agreed to exempt (herein after called the said contractor(s) from the demand under the terms and conditions of an agreement dated made between and Municipal Corporation for the work of (herein after called the said Agreement)

(indicate name of work) notified vide N.I.T. No. Dated issued by the Executive Engineer, Municipal Corporation, Korba (herein after called the said Agreement) of earnest money deposited for the due fulfilment, by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. only.) We (Rupees (*) (hereinafter referred

to as "The Bank" at the request of the said contractor(s) do hereby undertake to pay the Municipal Corporation (an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Municipal Corporation by the reason of any breach by the said contractor (s) of the terms or condition contained in the said agreement.

2. We (*) Bank Ltd., do hereby under -take to pay the amounts due and payable under this guarantee without any demurmerely on a demand from the Municipal Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Municipal Corporation by reason of any breach by said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and -payable by the bank under this guarantee However, our liability this guarantee shall be restricted to an amount not exceeding Rs.

3. We Bank limited further agree with the guarantee herein contrained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that if shall continue to be enforceable till all dues of corporation under or by virtue of said agreement have been fully paid and its claims satisfied or till department certifies that the terms of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all Liability under this guarantee thereafter,

4. We (*) Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that shall continue to be enforceable till all the dues of the Municipal Corporation under or by vitue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, Municipal Corporation certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (**) we shall be discharged from all liability under this guarantee.

5. We (*) further agree with the Municipal Corporation that Municipal Corporation shall be The fullest liberty without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by

*(indicate name of the bank)

**Here write a date beyond 9 months of the prescribed date of opening of tenders.

The said contractor(s) from time to time or to postpone for any time or for time to time, any of the power exerciseable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or any

forbearance act or commission on the part of the Municipal Corporation or any indulgence by the Municipal Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties, would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

7. We(*) Bank Limited, lastly undertake not to revoke this guarantee it currency except with the previous consent of the Municipal Corporation, in writing Dated day of for (indicate the name of the Bank)

Indicate the name of the Bank

ANNEXURE- "G-II"

(Revised form of Bank Guarantee Bond)

GUARANTEE BOND

(in lieu of Security Deposit)

(To be used by approved scheduled Bank)

1. In consideration of Governor of Chhattisgarh (here in after called the Government) having agreed to exempt (herein after called the said contractor(s) from the demand under the terms and conditions of an agreement datedmade between for the work (Name of work) (herein after called the said Agreement) of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions in The said agreement on production of a Bank Guarantee for Rs. Rupees only we (*) (herein after referred to as "The Bank" (at the request of the said contractor(s) do here by undertakes to pay to The Municipal Corporation an an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Municipal Corporation, by reason of any breach by the said contractor (s) of the terms or conditions contained in the said agreement in cathe said contractor and the Government for the work of (indicate name of work) notified vide N.I.T. No, Dated issued by the Executive Engineer, Municipal Corporation, Korba (herein after called the said Agreement) of earnest money for the due fulfilment by the said contractor (s) of the terms and condition.

2. We (*)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Municipal Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Municipal Corporation by reason of any breach by said contractor(s) of any of the terms or conditions contained in the said agreement or by reason or the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

3. We under take to pay to the Municipal Corporation any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

4. We (*)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall continue to be enforceable till all the dues of the Municipal Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, Municipal Corporation, Korba certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s)

and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before The (here indicated a date which falls 9 months beyond the due date of completion of the work)..... we shall be discharged from all liability under this guarantee.

5. We (*) further agree with the Municipal Corporation that the Municipal Corporation shall have the fullest liberty without our consent and with effecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any of the powers exercise able by the Municipal Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations, or extension being granted to the said contractor(s) or forbearance, act or commission on the part of the Municipal Corporation or any indulgence by The Municipal Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to surities would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

7. We (*) lastly undertake not to revoke this guarantee it currency except with the previous consent of the Municipal Corporation, in writing.

Dated The Day of

For (*)

(*) Indicate the name of the Bank

APPENDIX - 2.13

[See Paragraph 2.09]

FORM-A

MUNICIPAL CORPORATION KORBA (C.G.)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Direction for the Guidance of Contractor.

1. Tenders must be invited for all works proposed to be given on contract unless the amount of work proposed to be given on given on contract is Rs. 1500 less the N.I.T. shall be posted in public places signed by the Competent Authority inviting the tenders.

N.I.T. 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 the 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 tees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items and rates of the various description of work and any other documents required in connection with the work signed for the purpose of identification by the Competent Authority to approve the tender, shall also be open for inspection by The Contractor at the office of the 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 the variation in rates given in such list with the current 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 there of. In the event of the absence of any partner, it must be signed on its 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 the S.O.R. specified in rule 1, he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled items shall be named. Tenders which purpose 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 the tenders or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be presence at the time, and will enter the amount 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 the tenders are opened.
5. The officers competent to dispose of the tenders shall have 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 Municipal Corporation, Executive Engineer lodgement of payment to the authority 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, and the schedule of material to be supplied by the Department and their issue rates be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having seen filled in and completed he shall request the office to have this done before he completes and delivers or tender.

TENDER FOR WORKS

I/We hereby tender for the execution, for the Municipal Corporation KOREA of the work specified in the under written memorandum within the time specified in such memorandum

at (in figures)

(In words)

percent below/above the rates entered in the schedule mentions in rule 1 and in accordance in all respects with the specifications, design, drawing(s) and instructions in writing referred to in rule 1 thereof and in the annexed conditions, and with such materials are provided for, by and in all other respects in accordance with such conditions as for as applicable.

Dated the Day of 20.....

Address of witness

Occupation of the witness

The above tender is hereby accepted by me on behalf of the Municipal Corporation

Korea of C.G.

Dated the Day of 20.....

Signature of the Officer

by whom accepted

MEMORANDUM

- (a) Name of work
- (b) Cost of work put to tender
- (c) Earnest Moneyf
- (d) Security Deposit
- (including earnest money)
- (e) Percentage, if any
- (to be deducted from bills)
- (f) Time allowed for the work from dated
- written order to commence.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all terms and provision of the said condition of the contract annexed hereto as for as applicable or in default, thereof to forfeit and pay to the Municipal Corporation or his successors in office the sums of money mentioned in the said condition. 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 Corporation 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 Municipal Corporation on account of such security deposit as aforesaid of the full value of which shall be retained by the Municipal Corporation on account of 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

..... 20

Dated the Day

..... 20

Address of witness

Occupation of the witness

The above tender is hereby accepted by me on behalf of the Municipal Corporation, Korba of C.G.

Dated the day of 20

Signature of the Officer
by whom accepted.

CONDITIONS OF CONTRACT

Definition :

1. The "Contract" means the documents, forming the notice inviting Tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Mayor/Administrator Municipal Corporation. KORBA and the Contractor.
2. In the contract the following expressions shall unless otherwise required by the context, have the meaning hereby respectively assigned to them :-
 - (a) The expressing 'Works or 'work' shall unless here by mean something either in the subject or context repugnant to such construction, be constructed and taken to mean the works or by virtue of the contract constructed 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 may by allotted or used for the purpose or carrying out the contract.
 - (c) The Mayor/Administrator means Mayor/ Administrator Municipal Corporation KORBA and his successors in office.
 - (d) The "Engineer-in-charge" means the Executive Engineer or the Asstt. Engineer as the case may be who be who shall supervised and the incharge of the work and who shall sign the contract on behalf of the Municipal Corporation.
 - (e) Municipal Corporation shall mean the Municipal Corporation KORBA Distt. KORBA (C.G.)
 - (f) The term, Executive Engineer means the Executive Engineer of the Municipal Corporation, KORBA.

NOTE : 'Words' In parting the singular number include plural number and vice-versa,

Clause 1:- 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, administrator, representatives and assigns) shall permit authority, 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 and 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 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.

Compensation for Delay :-

Clause 2:- The time allowed for the 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 shall be reckoned from the fifteenth day of after the date of which the order To commence the work is issued to the Contractor for, a work where completion is upto 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 the Contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is that 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 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 3/4 of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Municipal Corporation shall levy on the contractor, as compensation as amount equal to :

1. 1/2 percent of the value of work per week in respect of work costing upto Rs. 2,00,000/-
2. 3/8 percent of the value of work per weak in respect of work costing upto Rs. 2,00,000/ and upto Rs. 5,00,000/-

3. 1/4 percent of the value of work per week in respect of work costing upto Rs. 5,00,000/- upto Rs. 10,00,000/-
 4. 1/8 percent of the value of work per week in respect of work costing upto Rs. 10,00,000/- upto 25,00,000/-
 5. 1/16 percent of the value of work per week in respect of work costing upto 25,00,000/- and above.
- The total amount of compensation under the provision of the clause shall be limited to 6 percent of value of work
- The decision of the Municipal Commissioner, shall be final.

The delay in department assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decided 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.

ACTION WHEN THE WORK IS LEFT INCOMPLETE, ABANDONED OR DELAYED BEYOND THE PERMITTED LIMIT ALLOWED BY THE DIVISIONAL OFFICER.

Clause-3. In any case in which under any clause of clauses or 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 instalments) or committed a breach of any of the rules contained in clause 24 or in the case of the contractor, or any other cause, the Executive Engineer on behalf of the Municipal Commissioner shall give a notice before 15 days for work costing upto Rs. 10.00 lacs and before 30 days for works costing above Rs. 10.00 lacs, and in the event of the contractor failing to comply with the directions contained in the said notice, shall have power to adopt any of the following courses, as he may deem best in the interests of the authority.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Municipal Commissioner, shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Authority.
- (b) To employ labour paid by the works department and to supply materials to carry out the work any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount, if which cost and price certificate of the Municipal Commissioner shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by contractor under the terms, of his contract or the cost of the labour and the price of the materials as certified by the Municipal Commissioner which ever is less. The certificate of the Municipal Commissioner as to the value of 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 unexpected 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 (of the amount of which, excess certificate in writing of the Municipal 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 authority under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part (Hereof).

In the event of any of the above course being adopted by the Municipal Commissioner the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements 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 for actually performed under the contractors bill shall be finalized within three months if the 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.

Whenever action is under clause 3(a) the contractor's bill shall be finalised up within three months from the date of rescission both in the case of building works and road and bridge works.

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 Municipal Commissioner by clause - 3 hereof, shall have become exercisable and the same shall not be exercised, the nonexercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses here of he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected, in the event of the Municipal Commissioner putting in force either of the power (a), (b) or (c) vested in him under the proceeding clause he may, if he so desired, 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 Municipal Commissioner whose certificate thereof shall be final, otherwise the Municipal Commissioner may by notice in writing to the Contractor or his clerk of the work is foreman other authorised agent require him to remove such tools, Time to be specified in such notice and in the event of the contractor failing to comply with any such requisition to be Municipal Commissioner may remove them at the contractor's expense 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 Municipal Commissioner as to the expense of any such removal, and the amount of the proceeds and expanse of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause : 5 If the contractor shall desire an extension or time for completion of work on the grounds of his having been an avoidably hindred in its execution or any other ground he shall apply in writing to the Municipal Commissioner/Exective Engineer within 30 days of the date of hindrance on account of which he desired such extension as aforesaid and the Municipal Commissioner/Executive Engineer, with whom he has signed the Agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefore, may authorise such extension for a period not exceeding 3 months. Any further extension shall be subject to previous sanction of the Executive Engineer, (grounds to be shown therefore), provided always where the Municipal Commissioner has recommended the grant of the extension/permitted the contractor to carry out the work reserving the right of the Department to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

Provided further if any extension applied for is proposed to be refused, the competent Authority shall give the contractor an opportunity to be heard before taking final decision.

FINAL CERTIFICATE

Clause : 6 On completion of the work the contractor shall be furnished with a certificate by the 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 of the dirt from all wood-works, doors, windows, walls, floors of 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 thereof, 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, rind shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually relised by the sale thereof.

RECEIPT TO BE SIGNED BY PARTNERS OR PERSONS HAVING AUTHORITY TO DO SO.

Clause - 7 Receipts for payments made on account of a work when execute by a firm must also be signed by the several partners, except where the contractors are described in their tender at 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.

MATERIALS SUPPLIED BY THE AUTHORITY

Clause - 8 (A) (a) Materials to be supplied by the Authority will be shown in the schedule provided in the contract, such materials shall be supplied for the purpose of contract only and the value of materials so supplied shall be deducted at the specified rates and as and when materials are consumed in its work of which payment is being made. All such materials shall remain in the absolute property of the Authority and shall not be removed from the site.

(b) All such materials which are rendered surplus shall be returned by the Contractor at the place of issue at his own expenses only such material as are in good condition shall be taken back as decided by the Engineer-in-Charge.

(c) In case of materials incorporated in the schedule proper daily account shall be kept by the contractor. This account shall be open for inspection by the Engineer-in-Charge at all reasonable times. The contractor shall submit a fortnightly report to the Engineer-in-Charge of consumptions and balance of materials supplied by the Department by 19th and 25th of each month. If any such material, so issued does not tally with the progress or work or departmental account the contractor shall be charged for such shortages, at double the issue rate or double the market rate, whichever is more as on the date of such detection.

(d) If at any time subsequent to the execution of a contract on a through rate basis, the contractor desires the issue to him for use on a work, of materials which exist in Authority stores, but the supply whereof, by Authority was not provided for the contract the materials shall not be issued except with the express authority of the Municipal Corporation who should specify in each case the rate to be charged for the materials inclusive of delivery at the place where they are stored. The rate charged shall be market rate prevailing at the time of supply or the issue rate whichever is greater. No carriage or incidental charge shall be borne by Authority in connection with the supply. Such supply of materials by the department shall be treated as sale.

(e) For the materials intended to be supplied by the Department, as mentioned in the schedule in tender form required as per immediate progress of work could not be given or any reason within the contract shall be granted extension of time under clause - 5 of the Agreement. If however, such supplies are not made within 50% extra time, beyond the completion period as per contract, it shall be open to the contractor either to determine the contract or request for extension of time.

ADVANCE TO CONTRACTORS

Clause - 8: (B) Advance to contractors 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.

Case in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to sites Municipal Commissioner may in such cases, sanction advance up to an amount not exceeding 75% of the value of the value but 90% in the case of steel (as assessed by the Municipal Commissioner) provided that the rate allowed in no case is more than the rate payable for the finished items 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 Authority secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the materials works 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 assistant Engineer, 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 advances 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 advance 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 when ever 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.

Work to be Executed In Accordance with Specification Drawing order etc.

Clause : 9. The contractor shall execute The whole and every part of the work in the most substantial and work man Like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the 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 off ice' or on the site of the work for the purpose of inspection during off ice hours and the contractor shall, If he so requites, be entitled at his own expense to take or causa to be made copies of the specifications, and of all such drawings and instructions as aforesaid.

C.G.P.W.D. Specifications shall apply with the various I.S.I, codes in the case of any variance the following order to precedence shall prevail :-

- (1) Specifications as per N. I. T.
- (2) Specifications as per C. S. R. of the circle
- (3) I. S. I. Code/I. C. C. specifications.
- (4) C.G. P.W.D. Specifications.
- (5) Mode of measurements for building shall be as provided in the C.S.R. applicable to the contract. Where such mode of measurement is not specified in The C.S.R. it shall be done as per I.S.I. 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 9 (a) In respect of all bearings, hings, or similar parts intended for use in the superstructure of any bridge, and 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 parts and the materials used therein to any office 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 if inspection. All inspection charges will be payable by the Contractor(s).

This clause may be struck off, If the tender is not for bridge work.

ADDITIONS ALTERATION IN SPECIFICATIONS AND DESIGNS.

Clause : 10- The Executive Engineer with Prior Permission of Mayor/Administrator have power to make any alterations in, omission, from additions to or substitutions for, the original specifications, drawings design sand instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with the any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations omission additions or substitutions shall not invalidate the contract and any altered additional or substituted work 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 main work and at the same rates as are specified in the tender for the main work provided the total value or such increased or altered or substituted work does not exceed 25% of the amount put to tender, inclusive of contractor's percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work and certificate of The Engineer-in-Charge shall be conclusive as to such proportion. Rates for works not in schedule of rates of The circle.

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, the such classes of work shall be carried out at the rates entered In the applicable schedule of rates which was in force on the date of tender provided That the tender for the original work as a percentage below/above the schedule of rate the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction, addition and if such class of work is not entered in and arrange to carry it out in such manner as may be considered advisable provided always and it the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then and in such catsde he shall only be entitled to be paid in respect of the work carried out-

on expenditure incurred by him prior to 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 Municipal Commissioner of the Municipal Corporation, Korba shall be final. If during the course of execution, where it is found necessary that certain items/of work not provided for in the C.S.R. of the circle, required to be earned out then the Engineer-in-Charge shall identify such item(s) 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 days. The Engineer-in-Charge shall obtain approval/modification of the proposed rate from the competent authority and communicate the same with a period of 4 weeks to the contractor. In case the contractor agreed to the above rates as fixed by the Competent authority then they shall for a part of supplementary schedule of the contract agreement. If the contractor, does not agree to The rate of the competent authority then it shall be open for the Engineer-in-Charge to get the work executed through any other agency,

The contractor will not however be entitled to any compensation due to delay or hindrance or loss or profit accruing on account of this extra work be executed by an alternate agency.

If the contractor commences non schedule work or incur expenditure in regard thereto before the rates shall have been determined by the competent authority, that he shall be entitled for payment for the work done as may be finally decided by the competent authority. In the event of dispute, the decision of the Executive Engineer shall be final.

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

Clause : 11 - If at any time after the execution of the contract document 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.

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 the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specification drawings, 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 requirements 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 opinion of the Engineer-in-charge the labour could have been employed by the contractor else where for the whole 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 six months, then this suspension of the work will be considered as permanent stoppage of the work, and have been determined the contract, if he so desires.

TIME LIMIT FOR UNFORESEEN CLAIMS

Clause 12 :- Under no circumstances whatever shall be contractor be entitled to any compensation from Mayor/ Administrator on 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.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

Clause 13 :- If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality.

or that any materials or articles provided by him for the execution of the work are uncounted, or if a quality interior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and them notwithstanding the fact that the work, materials or articles and then notwithstanding in advertently passed certified and paid, for the 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 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 contract put to tender every day 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 the materials or articles complained of as the case may be 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 rates, as he may fix there for.

WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.

Clause :14 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 times during the usual working hours, 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 order as and instructions or have a responsible agent duly accredited in writing present for the 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 15: The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinates in charges of the work before covering up or otherwise placing beyond the reach of measurement any working order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof, no payment of allowance shall be made for such work or the materials with which the same was executed.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE

Clause : 16- If the contractor or this 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, enclosure, water pipes, cables, drains, electric or telephone posts or wires trees or grass land or cultivated grounds continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in if within three months (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-charge as aforesaid, the 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 workman, and deduct the expense (of which certificate of the Engineer-in-charge shall be final) from 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 contractor hereby also covenants that it shall be his reason ability to see that the buildings constructed under this contract do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer-in-charge during the said period the same shall be removed by him at his own expense or in default the Engineer-in-charge may get them removed and deduct the expenses thereof from any sum that may be then due to or may become due to the contractor or from the security deposits of the contractor on amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as arrears of land revenue/case security,

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 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed balance 25% shall be refunded after the final bill is passed.

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

Clause : 17 :- The contractor shall supply at his own cost materials (Except such special materials if any as may in accordance with the contract be supplied from the Engineering-in-charge stores) plant, tools appliances implements adders, cordage, tackle scaffolding and Temporary works, requisite 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 Contractors referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with there requirements or 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 materials necessary for the purpose of setting out works, and counting weighting and assisting in the measurement or examination at any time and from time to time of the work of materials failing him 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 provision of lights fencing etc. The contractor shall also provide at on his own cost except when The contract specifically provides other wise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense every suit, action or other at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suitaction 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 WORKMANS COMPENSATION ACT, 1923

Clause -18 : In every case in which by virtue to the provisions of section 12, sub section (1) of the workmans compensation Act, 1923. Authority is obliged to pay compensation to workman employed by the Contractor in execution of the works. Corporation will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Corporation under section (1) sub section (2) of the said amount or any part thereof by deducting it from the security deposit or from any sum due by Corporation to the contractor whether under his contract or otherwise Corporation may not be bound to content 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 to Corporation full security for all cases for which Corporation might become liable in consequence Contesting such claim.

LABOUR :

Clause : 19 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 : 20 Labour below the age of 12 years No labour below the age of 12 years shall be employed on the work.

FAIR WAGE :

Clause : 21 The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation (a) "Fair Wage" means 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 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 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 works, as if the labourers had been immediately employed by him.

- (c) In respect of labour directly or indirectly employed on the right to deduct, from the moneys due to the contractor's part of this Agreement the contractor shall comply with or causa to be complied with the labour Act in force.
- (d) The Municipal Commissioner/Executive Engineer 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 of workers by reason o non fulfilment of the conditions of the conditions of the contract for the benefit o the workers, non payment of wages of deductions made from his or their wages which are not justified by the terms of the contract or nonobservance of the regulations..
- (e) The contractor shall be primarily liable for all payment 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 De deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.

WORK NOT TO BE SUBLET.

Clause : 22 - The contract may be rescinded and security deposit forfeited, subletting bruiting or if contractor becomes insolvent .-

The contract shall not be assigned or sublet without the written approval of the Municipal Commissioner and if the contractor shall assigns 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 bride, 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 Authority in any way relating to his off ice 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 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 do recover or be paid for any work therefore actually performed under the contract.

If the contractor gets item(s) of work executed on a task rate base with or without materials, this shall not amount to sub letting of the contract.

Sum payable by way of compensation to be considered as Reasonable compensation without reference to actual loss.

Clause : 23 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 Govt. without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGES IN THE CONSTITUTION OF FIRM

Clause : 24 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-

WORK TO BE UNDER THE DIRECTION EXECUTIVE ENGINEER

Clause : 25 All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respect of the Municipal Commissioners & Executive Engineer of the Municipal Corporation for the time being who shall be entitled to direct at what points and in what manner they are be commenced and from time to time, carried on.

ARBITRATION CLAUSE :

Clause:25 Except as otherwise provided in this contract all question and djspute 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 the same. whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Municipal Corporation in writing for his decision, within a period of 30 days of such occurrence, thereupon the Executive Engineer shall give his written instructions and/or decisions within a period of 60 days of such request, This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions the parties shall promptly proceed without delay to comply such instructions or decisions, if the Executive Engineer fails to give his instruction or decisions in writing within a period of 60 days of mutually agreed time after being requested if the parties are agreed against the decision of the Executive Engineer the parties may within 30 days prefer an appeal to the Supdt. Engineer, Urban Administration & Development Department who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Supdt. Engineer, will give his decision within 90 days. If any party is not satisfied with the Supdt. Engineer, he can refer such disputes for Arbitration by an Arbitration Board to be constituted by the state Government authority.

The following are also the terms of this contract namely

- (a) No person other than the aforesaid Arbitration Board constituted by the Authority (to handle cases of all Technical Departments) shall act as arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all.
- (b) The State Government may at any time effect any change in the personnel of the Board, and the new member or members appointed at the Arbitration Board shall be entitled to proceed with the reference from the state at which it was left by his or there predecessors,
- (c) The party invoking arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amongst claimed in respect of each such dispute(s).
- (d) Where the party invoking is the contractor no reference for arbitration shall be maintainable, unless the contractor furnished a security deposit of a sum determined according to the table given below and the sum so deposited shall on the determination of Arbitration proceedings be adjusted against the cost if any awarded by the Board against the party and the balance remaining after such adjustment or in the absence of the such cost being awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

Amount of Claim

For claim below Rs. 10,000
 For claim or Rs. 10,000 & about but below
 Rs. 1,00,000
 For claims of Rs. 1,00,000 & above

Rate of Security Deposit

5% of the amount claimed
 3% of the amount claimed,
 Subject to minimum of Rs. 500/-
 2% of the amount claimed subject
 to a minimum of Rs. 3,000/-

- (e) If the contractor does not make any demand for arbitration in respect of any claims in writing Within 90 days on receiving intimation from the C.E. that the final bills ready for payment the claim of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged or released of all liabilities under the contract in respect of such claims.
- (F) The Arbitration Board may from time with the consent of the parties executed the time for making the award.
- (g) A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the contractor and payment as per terms and conditions of the agreement shall be continued by the Department.
- (h) Except where otherwise provided in this contract, the provisions of the Arbitration Act, 1940 and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

LUMP SUMS IN ESTIMATE

Clause : 27- When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of Work involved or the part of the work in question at the same rates as are payable under this contract for such, items, or if 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 amongst entered in the estimate and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against contractor with regard to any sum or sums payable to his under the provisions of this clause.

ACTION WHERE NO SPECIFICATION

Clause-28 : In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by C.E. 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.

CONTRACTOR PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILLS

Clause-29 : The percentage referred to at para of the tender will be deducted from/added to the gross amount of the bills for work done.

CLAIM FOR QUANTITIES ENTERED IN TENDER OR ESTIMATE

Clause-30 : 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 estimates.

CLAIMS FOR COMPENSATION FOR DELAY IN STARTING THE WORK

Clause-31 : No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or in the case of clearance works, on account of any delay in according sanction to estimates.

EMPLOYMENT OF SCARCITY LABOUR

Clause-32 : 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 Chief Engineer or by any person to whom the Chief Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which corporation may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Municipal Commissioner whose decision shall be final and binding on the Contractor.

TECHNICAL EXAMINATION

Clause-33 : The corporation 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 bill and if as a result of such Audit and 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 done by him to have been done 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 security deposit of the contractor or firm any dues payable to the contractor from the corporation account, if it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it. The amount of such under payment shall be fully paid by Authority 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 the decision of the Executive Engineer shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, no recovery should be without orders of the Executive 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 date of completion.

DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

Clause-34 : If the contractor is an individual or a proprietary concern partnership concern, dies during the currency of the contract or become permanently incapacitated. Where the service partner are only minors the contract shall be closed without levying and damages/compensation as provided for in clause 3 of the contract agreement.

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

PENALTY FOR BREACH OF CONTRACT

Clause 35 :- On the breach of any term or condition of this contract by the contractor the said Mayor/Municipal Commissioner 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 Mayor/ Administrator to recover further sums as damages from any sums due or which may become due to the contractor by Mayor/ Administrator or otherwise howsoever,

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

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for the
has been accepted by the Municipal Commissioner / Executive Engineer, Municipal Corporation on behalf of the mayor/Municipal Corporation, the day of 20 and you are hereby ordered to commence the work.

Executive Engineer

The Notice to the contractor (s) to start work from the day of 20 was issued vide this office memorandum No. dated the 20

Signature of contractor

Signature of

Executive Engineer / Asstt. Engineer

COMPLETION CERTIFICATE

In pursuance of clause 6 of the agreement in form "A" dated the between the contractor shri and the Municipal Commissioner, Municipal Corporation Korba it is hereby certified that the said contractor has duly completed the execution of the work under taken by his there under on the day of

DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

Clause-34 :- If the contractor is an individual or a proprietary concern partnership concern dies during the currency of the contract or become permanently incapacitated Where the service partner is only minor the contract shall be closed without levying and damages/compensation as provided for in clause 3 of the contract agreement.

However if the competent authority is satisfied about the competence of the survivors then the contract may be continued in to the remaining work at the same terms and conditions as the contract was awarded.

Sub. - ENGINEER	ASSISTANT ENGINEER	EXECUTIVE ENGINEER
Municipal Corporation, Korba,	Municipal Corporation, Korba,	Municipal Corporation, Korba,
Distt. - Korba (C.G.)	Distt. - Korba (C.G.)	Distt. - Korba (C.G.)