

कार्यालय नगर पालिक निगम जगदलपुर जिला बस्तर छ.ग.

निविदा आमंत्रण सूचना

कमांक/510/नपानि/भण्डार/2022

जगदलपुर, दिनांक 22/03/2022

कार्यालय नगरपालिक निगम जगदलपुर द्वारा वित्तीय वर्ष 2022-23 दर स्वीकृति दिनांक से 31 मार्च 2023 अवधि हेतु अनुबंध पंजिकृत फर्मो/संस्थाओं से निविदा प्रपत्र "सी" में निविदा आमंत्रित है

कं.	कार्य का विवरण	निविदा प्रपत्र शुल्क	अमानत राशि	अनुमानित लागत
1	सामान्य सभा सम्मिलन में भोजन व्यवस्था (दो प्रकार की सब्जी, दाल, चावल सादा पुलाव, वेजपुलाव, तवा रोटी/पूड़ी/पराढा, रायता, पापड, सलाद, अचार एवं मीठा) मिनरल वाटर सहित प्रति प्लेट की दर से। जलपान व्यवस्था में मिनरल वाटर, चाय, एवं बिस्कीट प्रति प्लेट	750.00	5000.00	8.00 लाख
2	एम.आई.सी. की बैठक में जलपान व्यवस्था, (कचौड़ी/समोसा, आलू चिप्स/मिच्चर,मीठा, चाय, मिनरल वाटर सहित) प्रति प्लेट			
3	विभिन्न समितियों की बैठक में जलपान व्यवस्था, (कचौड़ी/समोसा, आलू चिप्स/मिच्चर,मीठा, चाय, मिनरल वाटर सहित) प्रति प्लेट			
4	ब्रान्डे ड्राय फूट बिस्कुट,जलपान चाय मिनरल वाटर सहित प्रति प्लेट			

अंतिम तिथि:- दिनांक 13/4/2022 को सांय 5.30 बजे तक निविदा खोलने की तिथि - 13/4/2022
समय 3.00 बजे

उपरोक्त कार्यों की निविदा की सामान्य शर्तें धरोहर राशि विस्तृत निविदा विज्ञप्ति निविदा प्रपत्र व अन्य जानकारी निगम के विभागीय वेबसाईट www.nagarnigamjagdulpur.in, or <http://uad.cg.gov.in> से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।

कार्यपालन अभियंता

नगर पालिक निगम,जगदलपुर

जगदलपुर, दिनांक 22/03/2022

पू.कमांक/502/नपानि/भण्डार/2022

प्रतिलिपि:-

1. मान. महापौर, नगर पालिक निगम जगदलपुर की ओर सादर सूचनार्थ।
2. मान. अध्यक्ष (स्पीकर) नगर पालिक निगम जगदलपुर की ओर सादर सूचनार्थ।
3. मान. सभापति विधि एवं सामान्य प्रशासन विभाग, नगर पालिक निगम जगदलपुर की ओर सादर सूचनार्थ।
4. सम्पादक समाचार पत्र रायपुर/जगदलपुर आपके समाचार पत्र में केवल एक बार न्यूनतम स्थान में प्रकाशित कर देयक भुगतान हेतु प्रस्तुत करें।
5. डाटा सेंटर प्रभारी, नगर पालिक निगम; वेब पेज में अपलोड करते हेतु सूचनार्थ।
6. जनसंपर्क प्रभारी, नगर पालिक निगम जगदलपुर की ओर भासन के निर्देशानुसार समचार पत्र में प्रकाशित किये जाने हेतु सूचनार्थ
7. सूचना फलक:- मुख्य कार्यालय, जलप्रदाय शाखा, नगर पालिक निगम जगदलपुर में चस्पा हेतु।

कार्यपालन अभियंता

नगर पालिक निगम, जगदलपुर


कार्यालय नगर पालिक निगम जगदलपुर जिला बस्तर छ.ग.

नियम/शर्त

1. GST ,,एवं पेन कार्ड से पंजीकृत संस्थाओं से ही निविदा स्वीकार किये जायेंगे।
2. निविदा प्रपत्र वेबसाईट www.nagarnigamjagdalpur.in एवं <http://uad.cg.gov.in> से डाउनलोड कर भी प्राप्त किया जा सकता । अस स्थिति में निविदा प्रपत्र का मूल्य रू0 750.00 डी. डी/वेक. (जो आयुक्त, नगर पालिक निगम जगदलपुर के पक्ष में देय हो) के रूप में निविदा प्रपत्र के साथ देय होगा।
3. अमानत राशि राष्ट्रीयकृत बैंक से जारी एफ.डी.आर. जो आयुक्त नगर पालिक निगम जगदलपुर के पक्ष में ही स्वीकार की जावेगी।
4. निविदा प्रपत्र तीन लिफाफा षट्ठति के माध्यम से प्रस्तुत करना होगा जिसमें लिफाफा (अ) अमानत राशि का एफ.डी.आर. निविदा प्रपत्र शुल्क डी.डी. एवं निविदा में उल्लेखित सामग्रियों की उपलब्धता GST में पंजीकृत प्रमाण पत्र, पेन कार्ड की छायाप्रति (ब) निविदा प्रपत्र (स) में लिफाफा अ एवं ब डालकर स्पीड पोस्ट / पंजीकृत डाक से प्रस्तुत करना अनिवार्य है, अन्यथा निविदा पर विचार नहीं किया जावेगा। अ लिफाफा में उल्लेखित समस्त प्रपत्र एवं एफ.डी.आर./डी.डी. होने पर ही लिफाफा ब खोला जावेगा।
5. दर समस्त करों सहित होना अनिवार्य है। पृथक से किसी प्रकार का कर का भुगतान नहीं किया जावेगा।
6. निविदा दर एक वर्ष के लिये मान्य होगा। निविदा प्रपत्र में एक से अधिक दरें मान्य नहीं की जावेगी।
7. सशर्त निविदायें स्वीकार नहीं होगी।
8. निविदा प्रपत्र अहस्तातरणीय होगा।
9. पूर्व में जमा अमानत राशि का एफ.डी.आर. इस निविदा में समायोजन नहीं किया जावेगा।
10. किसी भी निविदा को स्वीकृत या अस्वीकृत करने का अधिकार आयुक्त, नगर पालिक निगम जगदलपुर के पास सुरक्षित होगा। किसी भी विवाद की स्थिति में आयुक्त, नगर पालिक निगम जगदलपुर का निर्णय अंतिम होगा।
11. सामग्री निगम कार्यालय/ कार्यालय द्वारा बताये गये स्थान पर पहुंचा कर देना होगा । इस हेतु किसी प्रकार की अतिरिक्त राशि भुगतान नहीं किया जावेगा । निविदा शर्तें एवं निविदा प्रपत्र c अनुबंध का भाग होगा।
12. प्रत्येक निविदा हेतु पृथक -पृथक निविदा प्रपत्र शुल्क का डीडी एवं अमानत राशि का FDR जमा करना अनिवार्य है।
13. निविदा के लिफाफा में कार्य का विवरण उल्लेख होना अनिवार्य है।

निविदादाता के नाम एवं हस्ताक्षर

.....
.....


कार्यपालन अभियंता
नगर पालिक निगम
जगदलपुर

GOVERNMENT OF CHHATTISGARH

Department _____

APPENDIX 2.15 (Paragaph 2.091)

AGREEMENT FROM - C

OFFICE OF THE

(1) N.I.T. NO. _____ Dated _____

(2) Name of work/ supply _____

(3) Issued to Shri / M/s. _____

(4) Amount of Contract _____


(5) Amount of Earnest money _____

(6) Time Allowed for Completion / Supply of the work/ materials _____

(7) Due Date _____

(8) _____

Dated _____


कार्यपालक अभियन्ता
Executive Engineer /
Sub Divisional Officer

Supplied By : Himanshu Sonwani, Jai Stambh Chowk, Rajnandgaon (C.G.) Mo.: 98271-77273

APPENDIX 2.15
(See Paragraph 2.091)
GOVERNMENT OF CHHATTISGARH

_____ DEPARTMENT

FORM-C

_____ Circle / Division / Sub-Division

(Tender and Contract for supply of materials)
(General Rules and Directions for the Guidance of Contractor)

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

The form will state the supplies to be made, as well as the date for submitting and opening tender and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted, copies of the specifications, and any other document required in connection with the work signed for the purpose of identification by the Sub-Divisional Officer/Divisional Officer shall also be open for inspection by the Contractor at the office of the sub-Divisional Officer/Divisional Officer during Office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so, such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but Contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written out side the envelope.

4. The Sub-Divisional Officer / Divisional Officer, or his duly authorised assistant will open tenders in the presence of any intending Contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.

5. The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

6. The receipts of clerk for any money paid by the Contractor will not be considered as any acknowledgment of payment to sub-Divisional Officer/Divisional Officer, and the Contractor shall be responsible for seeing that he procures a receipt signed by Sub-Divisional Officer/Divisional Officer, or any other person duly authorised by him.

(Tender for the Supply of Materials)

I/We hereby tender for the supply for the Governor of Chhattisgarh of the materials, described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions hereunto annexed.

MEMORANDUM

Earnest money Rs. _____ Security Deposit (including earnest

money) Rs. _____ percentage* if any, to be deducted from bills.

Rs. _____ (in words) _____ percent.

*This percentage, where on security Deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken see note to clause 1 of condition of contract.

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

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

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

.....
Signature of witness to
Signature of tenderer.

.....
Signature

Name & Address.....
.....
.....

Name & Address.....
.....
.....

Date.....

Date.....

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

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

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

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

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

CONDITION OF CONTRACT

1 - The person/persons whose tender may be accepted (hereinafter called the Contractors which expression shall unless excluded by or repugnant to the context include his heirs / executors / administrators / representatives and assigns) shall ** (A) (within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less and so on, upto a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Sub-Divisional / Divisional Officer in cash, or Government securities endorsed to S.D.O./E.E., (if deposited for more than 12 months) a sum sufficient with the amount of earnest money deposited by him with his tender to make up the full security deposit specified in the tender or ** (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sums as will [with the earnest money deposited by him] amount to

*** percent of all moneys so payable, such deductions to be held by Government by way of security deposit], provided always that in the event of Contractor depositing a lump sum by way of Security Deposit as contemplated at (A) above, then and in such case if the sum so deposited shall not amount to

**** percent of the total estimated cost of the work, it shall be lawful for Government at time of making any payment the Contractor for work done under the contract to make up the full percentage of _____ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the Contractor by Government on any account whatsoever, and in the event of his security deposit, being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

2 - The time allowed for the supply of materials as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence supply of materials is given to the Contractor. The supply of materials shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor) and the Contractor shall pay as liquidated damages an amount equal to one percent or such smaller amount as the Sub-Divisional Officer/ Divisional Officer may decide, on the amount of estimated cost of the whole of the materials as shown in the tender for every day that the supply remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the supply of materials, the Contractor shall be bound, in all cases in which the time allowed for any supply of materials exceeds one month, to complete one fourth of the whole of supply before one fourth of the whole time allowed under the contract has elapsed; one half of the supply before one half of such time has elapsed and three fourth of the supply before three fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as liquidated damages an amount equal to one percent or such smaller amount as the Sub-Divisional Officer / Divisional Officer may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete. Provided always that entire amount of liquidated damages to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the supply of materials as shown in the tender.

3- In Every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Divisional Officer shall have power either to annul the contract altogether, or to have the supply completed without further notice at the Contractor's risk and expense, as he may deem best suited to the interest of Government and the Contractor shall have no claim to compensation for any loss that he may incur in anyway.

4. If the Contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Sub-Divisional Officer / Divisional Officer, who shall, if in his opinion (which shall be final) reasonable grounds be shown therefor, authorise such extension for a period not exceeding three months. Any further extension shall be subject to the previous sanction of the Superintending Engineer.

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

6. The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitution for, the supply of the materials as specified in the tender, which may appear to him to be necessary during the progress of the supply and the Contractor shall be bound to carry out the supply in accordance with such instructions as may be given to him in writing, signed by Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any additional, altered or substituted supply which the Contractor may be directed to make as hereinbefore provided as part of the supply under this contract shall be carried out by Contractor on the same conditions in all respects as are herein contained and at the same rates as are specified in the tender. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted supply bears to the original supply contracted for and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion, And if the altered additional or substituted supply includes any class of supply, for which no rate is specified in this contract, then such class of supply shall be carried out at the rates entered in the schedule of rates of the.....Distt. which was in force at time

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

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

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

of the acceptance of the contract, provided that when the tender for the original supply is a percentage below/above the schedule of rates, the altered, additional or substituted supply required as aforesaid shall be chargeable at the said schedule of rate minus / plus the same percentage deduction / addition and if such class of supply is not entered in the said schedule of rates, then the Contractor shall within seven days of the date of his receipt of the order to carry out the supply inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of supply and if the Engineer-in Charge does not agree to this rate, he shall, by notice in writing be at liberty to cancel his order to carry out such class of supply and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate/rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the S.E. of the circle shall be final.

7. If at any time after the execution of the contract document, the Engineer-in-Charge shall, for any reason whatsoever, require the whole or any part of the supply as specified in the tender, to be stopped for any period or shall not require the whole or part of the supply to be carried out he shall give notice in writing of the fact to the Contractor who shall thereupon suspend or stop the supply totally 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 derive from the execution of the supply in full, but which he did not so derive in consequence of the full supply not having being allowed to be carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in original specifications, location of work, quantities and instructions which may involve any curtailment of the supply as original contemplated, Where however materials have already been purchased or agreed to be purchased by the Contractor before receipt of the said notice, the Contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and or shall be compensated for the loss, if any that he may be, put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay Labour Charges during the period during which stoppage of supply has been ordered under this class the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-In-Charge whose decision shall be final, may consider reasonable provided that the Contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of supply has been ordered as aforesaid.

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

9. Payment will ordinarily be made once a month to the extent of nine tenths of the quantity delivered each month. But all such payments made shall be considered as payment on account to be covered by the final bill for complete supply.

10. The material shall be of the best description and in strict accordance with the specification and the Contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-Charge.

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

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

13. If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, Cables, beams, electric or telephone post or wires, grass or grassland or cultivated ground, the Contractor shall make the same good at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense (of which certificate of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter may become due to the Contractor, or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

14. Under no circumstances whatever shall the Contractor be entitled to any compensation from Government or any account unless the Contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.

15. In every case in which by virtue of the provision of section 12, sub-section (1) of the workmen's compensation Act. 1923. Government are obliged to pay compensation to a workman employed by the Contractor in execution of the works, Government will recover from the Contractor the amount of the compensation so paid, and without prejudice of

the rights of Government under section 12, sub-section (2) of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the Contractor whether under this contract or otherwise, government shall not be bound to contest any claim made against them under section 12, sub-section (1) of the said Act except on the written request of the Contractor and upon his giving Government full security for all cost for which Government might become liable in consequence of contesting such claim.

16. The Contractor shall supply at his own expenses all tools, plant and implements required for the due fulfilments of his Contract, and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Engineer-in-Charge.

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

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

19. The decision of the Superintending Engineer for the time being, shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of specification and instructions hereinbefore mentioned and as to quality of materials or as to any other question, claim, right, matter or thing whatsoever in any way arising out of, or relating to the contract, specification, instruction, orders or these conditions or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or abandonment thereof.

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

21. If Government declare a state of scarcity of famine to exist in any village situated within 16K.M. of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay such persons wages not below the minimum which Government may have fixed in this behalf, any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

22. All quarry fees, royalties octroi duties and ground rent for stacking materials, if any, should be paid by the Contractor, who will however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from Engineer-in-Charge that the materials were required for use on Government work.

23. The Contractor shall pay not less than fair wages to labourers engaged by him on the work.

Explanation :- (a) "Fair wage" means wages 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, notwithstanding the provisions of any contract, to the contrary, cause to be paid a fair wage to labourers directly or indirectly engaged on the work including any labour engaged by his sub-Contractor in connection with the said work, as if the labourer had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of his agreement, the Contractor shall comply with or cause to be complied with the Labour Act. in force.

(d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by a reason of non-fulfilment of conditions of the contract for the benefit of the worker/workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations.

(e) The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

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