

**कार्यालय नगरपालिक निगम, जगदलपुर जिला :- बस्तर (छ.ग.)**

**मैनुअल पद्धति निविदा सूचना**

क्र./ 154 / न.पा.नि./ लो0नि0वि0 / 2022

जगदलपुर दिनांक 12/4/2022

नगरपालिक निगम जगदलपुर द्वारा टेंट सामग्री एवं विद्युत सामग्रियां किराये पर लिये जाने हेतु निविदा प्रपत्र आयटम दर में दिनांक 04/05/2022 को सांय 5.30 बजे तक स्पीड पोस्ट/रजिस्टर्ड डाक के माध्यम से मुहर बंद आमंत्रित की जाती है। निविदा की सामान्य शर्तें, धरोहर राशि, विस्तृत निविदा विज्ञप्ति, निविदा प्रपत्र आयटम दर पर व अन्य जानकारी निगम के विभागीय वेबसाइट [www.nagarnigamjagdarpur.in](http://www.nagarnigamjagdarpur.in) से डाउनलोड कर अवलोकन उपरांत दिये गये निर्देशानुसार निविदा में भाग लिया जा सकता है।

आयुक्त

नगरपालिक निगम, जगदलपुर

पर्यावरण संरक्षण हेतु पॉलीथीन का उपयोग न करें

पृ0क्र. 155 / न.पा.नि./ लो0नि0वि0 / 2022

जगदलपुर दिनांक 12/4/2022

प्रतिलिपि:-

1. मान0 महापौर, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
2. मान0 अध्यक्ष (स्पीकर), नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
3. मान0 सभापति, आवास पर्यावरण एवं लोक निर्माण विभाग समिति, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
4. नेता प्रतिपक्ष, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
5. सम्पादक ..... दैनिक समाचार पत्र रायपुर/जगदलपुर। कृपया आपके समाचार पत्र में दिनांक ..... के अंक में एक बार साईज 2 कॉलम 76 सें.मी. या इससे कम साईज में प्रकाशित कर इस आदेश क छायाप्रति सहित प्रकाशित समाचार पत्र की 3 प्रतियों सहित देयक भुगतान हेतु प्रस्तुत करें।
6. प्रोग्रामर, डाटा सेंटर, नगरपालिक निगम, जगदलपुर की ओर विभागीय वेबसाइट में अपलोड करने हेतु सूचनार्थ।
7. श्री सुमित महापात्र, जनसंपर्क, नगरपालिक निगम जगदलपुर की ओर शासन के निर्देशानुसार समाचार पत्र में प्रकाशित किये जाने हेतु तीन-तीन प्रतियों में प्रेषित है। समाचार पत्र में प्रकाशन उपरांत प्रकाशित समाचार पत्र की दो-दो प्रति कार्यालय में प्रस्तुत करेंगे।
8. सूचना फलक:- मुख्य कार्यालय/लोक निर्माण शाखा/जलप्रदाय शाखा कार्यालय नगर पालिक निगम जगदलपुर में चस्पा हेतु।
9. प्रोग्रामर डाटा सेंटर, संचालनालय, नगरीय प्रशासन एवं विकास छ.ग., रायपुर की ओर संचालनालय के वेबसाइट में अपलोड करने हेतु अंग्रेषित।

आयुक्त  
नगरपालिक निगम,  
जगदलपुर

कार्यालय नगर पालिक निगम, जंगदलपुर, जिला बस्तर, (छ0ग0)

कमांक/ 154 /नपानि/लोनवि/2022, जगदलपुर दिनांक. 12/4/2022 विस्तृत विवरण, नियम

1	निविदा प्रपत्र स्पीड/रजिस्टर्ड डाक द्वारा जमा करने की अंतिम तिथि	दिनांक 04/05/2022 को सांय 5.30 बजे तक
2	प्राप्त निविदाएं को खोलने की तिथि	दिनांक 05/05/2022 को अपरान्ह 11.30 बजे

कार्य का विवरण :-

क्रं.	कार्य का नाम	अनुमानित लागत लाख में	अमानत राशि	निविदा प्रपत्र का मूल्य	कार्य पूर्ण करने की समयावधि
1	विभिन्न टेंट एवं विद्युत सामग्रियां किराये पर प्रदाय करने के लिए	20.00	20000.00	750.00	समय-समय पर जारी आदेशानुसार

नियम/ शर्तें

1. निविदा में भाग लेने के लिए नियम/ शर्तें का पूर्ण अवलोकन कर निविदा में सम्मिलित होंगे । किसी प्रकार जानकारी हेतु नगर निगम के लोक निर्माण शाखा में निम्नांकित मो. नं. 9285006102, या 6263713325 या सम्पर्क कर प्राप्त की जा सकती है ।
2. निविदा प्रपत्र में ठेकेदार को स्वयं ही प्रत्येक कार्य के निविदा हेतु निर्धारित स्थानों पर स्वयं का नाम, पंजीयन की श्रेणी, पंजीयन कमांक/दिनांक, कार्य का नाम, लागत, अमानत राशि, निर्धारित समयावधि एवं निविदा प्रपत्र शुल्क एवं इस का बैंक ड्राफ्ट कमांक अंकित करना होगा ।
3. नियम शर्तें का पूर्ण अवलोकन कर ही निविदा में सम्मिलित होंगे ।
4. निविदा प्रपत्र निगम से जारी नहीं किया जावेगा, निविदा प्रपत्र, नियम शर्तें नगरपालिक निगम जगदलपुर के वेबसाईट [www.nagarnigamjagdalpur.in](http://www.nagarnigamjagdalpur.in) से निविदा जमा करने के अंतिम तिथि के पूर्व Downlod (डाउनलोड) कर , डाउनलोड निविदा प्रपत्र(प्रत्येक कार्य के लिए पृथक-पृथक), नियम शर्तें एवं प्रत्येक कार्य के लिये निर्धारित निविदा प्रपत्र शुल्क का डिमांड ड्राफ्ट तथा निर्धारित अमानत राशि का एफ.डी.आर. जो आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में देय हो जमा करना होगा । निविदा प्रपत्र शुल्क हेतु नगद राशि निविदा जमा करने की अंतिम तिथि से एक कार्यालयीन दिवस पूर्व तक नगर निगम लोक निर्माण कार्यालय जमा नकद जमा कर रसीद प्राप्त की जा सकती है । जिसकी मूल प्रति निविदा के साथ निर्धारित लिफाफा में जमा करना होगा ।
5. निविदा प्रपत्र तीन लिफाफा पद्धति से के माध्यम से प्रस्तुत करना होगा जिसमें लिफाफा (अ) अमानत राशि का एफडीआर एवं निविदा में उल्लेखित सामग्रियों की उपलब्धता का प्रमाण पत्र, पेन कार्ड की छाया प्रति (ब) में मूल 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 होने पर ही लिफाफा 'ब' खोला जावेगा अन्यथा निरस्त कर दिया जावेगा ।
6. सशर्त निविदायें स्वीकार योग्य नहीं होगी ।

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7. दर समस्त करें सहित होना अनिवार्य है । पृथक से किसी प्रकार का कर का भुगतान नहीं किया जावेगा ।
8. निविदा प्रपत्र के साथ दी गई सूची में ही अपना दरें दें । एक से अधिक दरे दिये जाने पर अमान्य कर दी जावेगी ।
9. पूर्व में जमा अमानत राशि का एफ.डी.आर. इस निविदा में समायोजन नहीं किया जावेगा ।
10. किराये की सामग्रियां चयनित स्थल में स्वयं के व्यय से पहुंचाकर फिटिंग कर देना होगा । इस हेतु किसी प्रकार अतिरिक्त राशि भुगतान नहीं किया जावेगा । तथा इसकी सम्पूर्ण सुरक्षा भी संबंधित व्यक्ति/फर्म की होगी ।
11. निविदा सूचना के संलग्न सूची में उल्लेखित सामग्रियों की उपलब्धता का प्रमाण पत्र/देयक की छाया प्रति प्रस्तुत करना होगा ।
12. अमानत राशि एफ0डी0आर0 के रूप में जो आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में हो स्वीकर की जावेगी ।
13. निविदा प्रपत्र हेतु आवेदन पत्र के साथ निर्धारित राशि का डिमांड ड्राफ्ट/बैंकर्स चेक जो आयुक्त नगरपालिक निगम जगदलपुर के पक्ष में देय हो स्वीकार की जावेगी ।
14. निविदा प्रपत्र प्रदाय करने का सम्पूर्ण अधिकार आयुक्त/महापौर, नगरपालिक निगम, जगदलपुर को रहेगा ।
15. किसी भी निविदा को स्वीकृत या अस्वीकृत करने का अधिकार आयुक्त, नगरपालिक निगम, जगदलपुर के पास सुरक्षित रहेगा ।
16. किसी भी विवाद की स्थिति में आयुक्त, नगरपालिक निगम, जगदलपुर का निर्णय अंतिम होगा ।
17. निविदा दरें 1 वर्ष तक के लिये मान्य रहेंगीं ।
18. संलग्न सभी दस्तावेज सत्यापित प्रतिलिपि में प्रस्तुत करना होगा ।
19. निविदा प्रपत्र प्राप्त करने हेतु इच्छुक व्यक्ति/फर्म या साझेदारी फर्म हो तो उसका प्रमाण पत्र की सत्य प्रतिलिपि, पूर्व में इस प्रकार के प्रदाय कार्य का अनुभव प्रमाण पत्र एवं गत वित्तीय वर्ष का आयकर प्रमाण पत्र/पेन नम्बर पत्र एवं वाणिज्यिक कर का पंजीयन प्रमाण पत्र प्रस्तुत करना अनिवार्य होगा । अन्यथा निविदा प्रपत्र जारी नहीं किया जावेगा ।
20. निविदा प्रपत्र अहस्तांतरणीय होगी ।
21. पूर्व में जमा अमानत राशि का एफ.डी.आर. इस निविदा में समायोजन नहीं किया जावेगा ।
22. निविदा सूचना भी शर्तों का भाग होगा ।

निविदादाता के नाम एवं हस्ताक्षर

.....

  
 आयुक्त  
 नगरपालिक निगम,  
 जगदलपुर

GOVERNMENT OF CHHATTISGARH  
Municipal Corporation Jagadalpur Bastar (C.G.)

APPENDIX 2.15  
(Paragraph 2.091)

AGREEMENT FORM - 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) \_\_\_\_\_

Date \_\_\_\_\_

Executive Engineer  
Sub Divisional Officer

**MUNICIPAL CORPORATION, JAGDALPUR  
WATER WORKS DEPARTMENT  
FORM-C**

Tender and Contract for supply of materials  
General rules and Direction for the  
Guidance of Contractors

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

The form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount the earnest money to be deposit with the tender and the amount of the security deposit to be deposited by the successful tendered and the percentage, if any to be deducted from bills, it will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted copies of the specifications and any other documents ends required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor at the Officer of the Executive Engineer during office hours.

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

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

4. The Executive engineer Municipal Corporation JAGDALPUR or his duly authorized assistant will open tenders is the processing of any intending. Contractor who may be present at the time and will center the amounts of the several tenders in comparative state ment in suitable from Receipts for earnest money will be given to all tenders excess these whose tenders are rejected and whose earnest money is returned on the day that tenders and opened.

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

6. The receipts of clerk for any money paid by the contractor will not be considered as any acknowledgement or payment of Executive Engineer Municipal Corporation JAGDALPUR and the contractor shall be responsible for seeing that the procession a receipt signed by the Executive Engineer Municipal Corporation JAGDALPUR or any other person duly authorizes by him.

**TENDER FOR THE SUPPLY OF MATERIALS**

I/ We hereby tender for the Commissioner M.C. JAGDALPUR of the materials described in the under mentioned memorandum according to the specification within the time specified and at the rates specified there in subject to the conditions hers unto annexed

**M E M O R A N D U M**

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

Contractor

Executive Engineer

This percentage where no security deposit is taken will every from 5 percent to of percent according to the requirements of the case where security deposit is taken see note to clause one of conditions of contract.

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

Should this Tender be accepted I/We hereby agree to abide by and fulfill all the tender of the above specification and all the condition of conditions of contract annexed here to, or in default thereof to fulfill and pay to the Municipal Corporation JAGDALPUR or his successors the penalties or sums of money mentioned in the said conditions.

The sum of Rs.....in currency notes is herewith forward edas earnest money the full value of which is be absolutely forfeited to the said Commissioner or his successors in office without prejudice to any other rights or remedies of the said commissioner or his successors in office should I/We fail to commence supply of the materials specified in oboe memorandum or (a) should I/We not deposit the full amount of security in accordance with clause 1(A) or the conditions of contract otherwise the said sum of Rs.....shall be retained by Municipal Corporation on account of such security deposit as aforesaid or (b) the full vaiye of which shall (B) of the said conditions of contract.

Signature of witness to

Signature

Signature of tenderer

Name & Address.....

Name & Address.....

.....

.....

Dated the.....

Dated the .....

The above tender herely accepted by me on behalf of the Municipal Corporation.

\_\_\_\_\_  
Signature of the Officer  
by whom the tender is accepted

Dated the .....

0 Strike out if on cash security by is to be taken.

0 Strike out if any cash security deposit is taken.

Contractor

Executive Engineer

### CONDITIONS OF CONTRACT

1. The person whose tender may be accepted thereafter called the contractor, which expression shall unless excited by or repugnant to the context include his heirs executors administrators representatives and assigns shall - (A) [within one day for one of Rs. 2000 or less and so on up to a limit often days of receipt by his of the notification of acceptance of his tender) deposit with the Sub Divisional Officer/Divisional Officer in cash or Government securities endorsed to D.O./E.E. (if deposited for more than 12 months a sum sufficient with the amount of earnest money deposited by his with his tender to make up the full security deposit specified in the tender) of (B) permit Government at the time of making any payment to him for work done under the contract to deducted such some as will (with the earnest money deposited by him) amount to..... percent of all money so payable such deductions to be held by Municipal Corporation by way of security deposit\_ provided always that in the ever of contractor depositing a lump sum by way security deposit as contemplated at (A) above than and in such case if the sum so deposited shall not amount to percent of the total estimated lesson work. It shall be awful for Municipal Corporation at the time of making any payment to contractor for work done under the contract to make up the full percentage of..... Percent deducting a sufficient sum from every such payment as last aforesaid. All compensation of other sums or money payable by the contractor to Municipal Corporation on any account whatsoever and in the event of his security deposit being deducted by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter a make good in cash or Government securities endorsed as aforesaid any lump of sums which may have been deducted from or raised by said of his security deposit or any part thereof The security deposit referred to when paid in cash may at the cost of the deposit or be converted in to interest bearing securities provided that the deposit for 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 recommend form the date on which the order to commerce supply of materials is given to the contractor. the supply of materials shall throughout the stipulated period of the contract be produced with all tender or diligence time being deemed to be the essence of contract of the part of the contractor and the contractor shall pay as liquidated damages an amount equal to one percent or such shall amount as the Executive Engineer Municipal Corporation JAGDALPUR, may decide on the amount of estimated cost of the whole the materials as shown that tender for every day that the supply remains undo unfenced or unfinished after the proper dates and further so 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 material exceeds one month to complete one fourth of the whole of the supply before one fourth of the shoal time allowed under the contract has elapsed one half of the supply before one of such time has elapsed and three forth of the supply before three fourth of such time has clasped in the event of the Contractor falling to comply with this connection he shall be liable its pay as liquidated damages an amount equal to one percent of such smaller amount as the Executive Engineer Municipal Corporation JAGDALPUR, may decide on the surd estimated cost or the whole of the materials for every day that the due quantity of supply remains.

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

This will be the some percentage as that in the tender.

The amount of this percentage (not exceeding 10 percent) will be fixed in every case to suit requirement e.g. if it is fixed at 8 percent and the security deposit only amount to 5 percent of the estimated cost of the work then 3 percent should be deducted from every payment if the percentage is fixed 10% and security deposit only an amount to 6% should be deducted and so on.

incomplete provided always that the entire amount of liquidated damages to be paid under the provisions of his clause shall not exceed ten percent on the estimated cost of the supply of material 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 Executive Engineer Municipal Corporation JAGDALPUR, shall have power either to annul the contract to altogether or to have the supply completed without further notice at the contractors risk and expenses as he may deem best suited to the interest Government and the contractor shall have no claim to compensation for any loss that he may incur in any way.

4. In the contractor shall be hindered in the supply of the materials so as to nodal sitate as extension of the time allowed in the tender he shall apply in writing to the Executive Engineer Municipal Corporation JAGDALPUR, who shall if in his opinion to which shall be finals reasonable grounds be shown there for authorities such extension for a period not exceeding three months. Any further extension shall be subject to the previous sanction of the commissioner.

5. The contractor shall give notice to the Executive Engineer Municipal Corporation JAGDALPUR, (therein after called the Engineer in charge) of his this intention of making delivery of materials and on the material being approved a receipt shall be ranted to him by he Executive Engineer Municipal Corporation JAGDALPUR, or his assistant and no material will be considered until so approved.

6. The Engineer in Charge shall have power to make any alteration in omissions form 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 of supply in accordance with such instruction as may be given to him writing signed by Engineer-in-Charge and such alteration, omissions additions or substations shall not invalid to the contract any additional altered or substituted supply which the contractor may be directed to make as herein be fore provided as part of the supply under this contract shall be carried out by the contractor on the same conditions in all respects as are herein contained and at same rates as are specified in the tender. The time for the completion of the supply shall be extended in the Premont on that the altered additional or substituted supply hears to the original supply contracted for and the certificate of the Engineer-in-Charge shall be conclusive as to such preparation and if the altered additional or substituted supply an closed and class of supply, for which no rate is specified in this contact then such class of supply shall be carried out of the rates entered in the schedule of rates of the Dist which was in the time of the acceptance of the contract provided that which 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 miuts/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 in form the Engineer-in-Charge does not agree to this rate the shall by notice in writing be at liability to cancel his order to carry out such clause of supply

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and arrange to carry it out in such manner as he may consider advisable provided always that the contractor shall commence supply or in put any expenditure in regard therefore the rate shall have been determined as lastly herein before mentioned than and in such case he shall only be entitled to be paid in the receipt supply carried out or expenditure incurred by him pro to the date of determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge in the event a dispute the decision of the Commissioner shall be final.

7. If at any time after execution of the contract document the Engineer-in-Charge shall for any reason what so ever required 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 given notice in writing to the face to the contractor who shall there upon suspend or stops the supply partillaryas the case may be, in any each case except as provided here under the contractor shall have not claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived form the execution of the supply in full but which be did no so driveling consequence of the full supply not having been allowed to be carried out or on account of any loss that he may be put to on account of materials purchased on agreed to be purchased on for unemployment of labor saturited by him. He shall not also have any claim for compensation by reason of any alterations having been made in original specification location of work quantities and instructions which may involve any curtailment of the supply as originally completed Where however materials have already been purchased on agreed to be percentage by the contractor before receipt of the said notice, the contractor shall be paid for said materials at the rates determined by the Engineer-in-Charge provided they are not in excess of requirements and on of the approved quality and for shall be compensation for the loss, if any that he may be but to in respect to material 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 lobour charges during which the stoppage of supply has been or ordered under this clause the contractor shall on application be to such compensation on account of labour charges if in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor also where for the whole or part of the period during which the stoppage of the supply has been ordered aforesaid.

8. On the completion of the delivery of the materials the contactor shall be furnished worth a certificate to that officer by the Engineer-in-Charge but the delivery will not be considered complete until the contractor shall have removed all rejected material and shall have the approved materials stocked or placed in such position as may be pointed out to him.

9. Payment will ordinarily be made one month to the extent of ninetieth 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 the complete supply.

10. The materials shall be of the best description & in strict accordance with the specification and he contractor shall receive payment for such materials only as approved and passed be the Engineer-in-Charge.

11. In the event of the materials being considered by 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 with in specifies period at may be named by the Engineer-in-charge at Officer may have such rejected arterial removed at the contractors risk and expenses the expense incurred being labial to be deduced from any sum due or within may become due to the contractor.

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12. Receipts for payment made on account of a work when executed by a firm must also be signed by several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give factual 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 gutters fence enclosures, water pipes cables, drains, electric or telephone posts or wires grass or grass land or cultivated ground the contractor shall make the same goods at his own expense or in default the Engineer-in-Charge cause the same to be made by other workmen and deduct the expense of which certificate of the Engineer-in-Charge shall be final for any sum that may be then or at any time thereafter any be come to the contractor or the proceeds of sale thereof or of sufficient portion thereof.

14. Under no circumstances whatever shall the contractor be entitled to any compensation from Municipal Corporation 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 accruing.

15. In every case in which by virtue of the provisions of section 12 sub section 910 of the workmen's compensation Act 1923 Government are obliged to pay compensation to a workmen's employed by the contractor in execution to the works Municipal Corporation will recover from contractor the amount of the compensation so paid and without prejudice of the rights of Municipal Corporation under section 12 sub section (2) of the said Act. Municipal Corporation shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due Municipal Corporation to the contractor whether under this contract or otherwise Municipal Corporation shall not be bound to contest and claim made against them under section 12 sub section (1) of the Act. Exception the written request of the contractor and upon his giving Municipal Corporation full security for all costs for which Municipal Corporation 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 fulfillment of his contract, and the materials shall remain as his skill the date for final delivery. Unless it shall have been in the mean time removed for use by the Engineer-in-Charge.

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

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

19. The decision of the Commissioner Municipal Corporation for the time being shall be final conclusive and binding on all parties to the contract upon all questions relating to the specification and instructions herein before mentioned and as to quality of materials or as to any other question, claim right matter on thing whatsoever in any way arising out of or relating to the contract specification instructions proper's or these conditions or otherwise concocting the supplies whether arising during the progress of delivery or after the completion or abandonment thereof

20. On the breach of any term of condition of this contract by the contractor, the said Commissioner shall be entitled to forfeit the security deposit, or the balance thereof that may be remaining and or the realize and retain the same as damage said compensation for

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the said breach but without prejudice to the right of the said Commissioner to recover any further sums as damages from any sums due or which may by come doe to the contractor by Municipal Corporation of otherwise whatsoever.

21. If Government declare a state of famine to exise in any village situated within 16 K.M. of work the contractor shall employ upon such part 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 person wages not below the minimum which Government may have fixed in this behalf any dispute which may arise in connections 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 fess 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 the materials were required for use on Government work.

23. The contractor shall pay not less then fair wages to laborers engaged by him or the work.

EXPLANTION(a) Fair wage means wage whether for time or place work notified the time of inviting tenders for work and where such wages have not been so notified, the wages prescribed by the worked pertinent for division in which the work is done.

(b) The contractor shall not with standing the provision of any contract, to the contrary cause to be paid a pair wage to labors directly or indirectly engaged on the work including any labour engaged by his sub contractors in the connection with the said work as if the laborers has been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the labour Act. in force.

(d) The Executive Engineer/Sub-Executive Engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for marking good the loss suffered by a worker or workers by reason of non-payment of wages or of deduction made from his or their which are not justified by their terms of the contractor or non observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from the contractor.

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

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

Contractor

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