

CHHATTISGARH STATE AGRICULTURAL MARKETING (MANDI) BOARD

BEEJ BHAWAN G.E. ROAD TELIBANDHA, RAIPUR (C.G.)

Phone : 0771-4240501, 0771-4240505

Sr. No./B-6/Tender document/

dated.....



**TENDER DOCUMENTS
(FORM- "A")**

NAME OF WORKS/PLACE/AMOUNT

.....

.....

.....

NAME OF CONTRACTOR TO WHOM ISSUED

.....

.....

CHHATTISGARH STATE AGRICULTURAL MARKETING (MANDI) BOARD
BEEJ BHAWAN G.E. ROAD TELIBANDHA, RAIPUR (C.G.)

TENDER DOCUMENTS
FORM – ‘A’
(PERCENTAGE RATE TENDER)

1. Name of works, location and individual estimated
cost
.....
2. Total value of work put to tender
3. To whom issued
4. Cost of tender document
5. Reference to money receipt
6. Date of issue of tender document
7. Date of submission of offer with prequalification details.....
8. Amount of E. M. D.
9. Time allowed for completionfrom the reckoned date Including
rainy season (16th June to 15th
October)
10. (A) Scheduled Date “& Time of opening of Envelope ‘A’ (EMD) and
technical related to prequalification.....
(B) Scheduled Date of declaration of Qualified Contractors.
.....
(C) Scheduled Date of opening of price Bid (Envelope C) of qualified
tenderers.....
11. S. O. R. detail on which percentage rate is to be
quoted
.....
.....

issued by

.....
For and on behalf of
C.G. Agricultural Marketing Board

NOTE :- The information is to be filled by the officer issuing the tender documents to the t

FORM 'A'
GENERAL RULES AND DIRECTION FOR THE
GUIDANCE OF CONTRACTOR

STATE AGRICULTURAL MARKETING (MANDI) BOARD

BEEJ BHAWAN G.E. ROAD, TELIBANDHA, RAIPUR (C.G.)

FORM-A

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

(Based on Applicable Schedule of Rates)

General Rules and directions for the Guidance of Contractors.

1. Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs 50, 000 or less. The N.I.T. shall be posted in public places signed by the 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 & the percentage, if any to be deducted from bills (it will also state whether a refund of quarry fees, royalties and ground rents will be granted) Copies of the specifications, designs and drawings and a schedule of items quantities 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 authority competent 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 quantities and rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the schedule of Rates the rates given in the S.O.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner it must be signed on its 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 above or below the S.O.R. specified in rule he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled terms shall be named. Tenders that propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The authority receiving tenders or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the 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. Without assigning any reason thereof.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised by him.

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

8. Submission of Tenders

The tenders are to be submitted in three separate Envelopes each scaled and clearly identified as to envelope number and contents as indicated below. All the three envelopes shall be contained in a large envelope (D) superscribed 'Tender for

8.1 Envelope No. 'A'

In this envelope the tenderers are to submit the details relating to their firms, business in hand, works executed and other as desired in N.I.T. published. The requisite documents should be as per the details given in a general guidance and condition annexed 'X' with this form. The envelope contained above details should be marked as "Envelope No. A" for work

8.2 Envelope No. 'B'

Envelope No. B shall contain Earnest Money Deposit. This envelope shall be superscribed as "Envelope No. B" - E.M.D. in requisite form, to be marked as E.M.D. for worksof Rupees (in words) in form..... It shall be opened of the Qualified bidder only, as declared by the competent authority on the basis of information furnished in Envelope 'A' for prequalification.

8.3 Envelope No. 'C'

Envelope No. 'C' shall contain the Tender Document with relevant G. Schedule, Drawing and Brief Specification etc. This envelope shall be superscribed "Envelope No. C"-Tender for work The Envelope No. C shall be opened only in respect of those qualified tenders who submit the requisite EMD. The Envelope No. C of other shall be returned to them unopened in due time either by hand or through registered post at the option of the Board. The decision of MD in this regard shall be final and binding on the tenderers and shall not open to questions or appeals what so ever.

8.4 Envelope No. 'D'

All the sealed envelopes viz. envelope "A" (details of prequalification) envelope "B". Earnest Money Deposit", and Envelope "C" i.e. Technical and Price Bids shall be submitted/mailed as a single larger packages/parcel (which shall be called Envelope-D) bearing on top the reference of the tender certifying that there are three separate envelope (A, B & C) inside this Envelope as per the requirement of this Tender. It should reach the Office of M.D. / Executive Engineer, CGSAMB ----- Div. ----- on or before the prescribed last date and time of receipt.

8.5 Tenders can be mailed by Registered. post Tenders received either late or after the prescribed due date and time of the receipt will not be entertained. The Board will not be responsible for any postal delay of any kind. Tenderer shall ensure the delivery of their tenders within stipulated time and date.

8.6 Only detailed and complete tenders, which are received prior to the due date and time in prescribed form, will be considered. But the telegraphic/incomplete tenders shall be liable to be rejected. If any tenderer does not want to submit offer, he should return the original tender form, however no charges of Tender form cost shall be refunded.

9. Earnest Money Deposit

Earnest Money Deposit of Rs.....(in words).....
...../for the entire
work..... must accompany
each tender. This Deposit shall be made out in favour of M.D. Chhattisgarh State
Agricultural Marketing (Mandi) Board Raipur, and may be in the form:

- a) National Saving Certificates pledged to M.D.C.G State agricultural Marketing board Raipur by the concerning post office.
- b) Approved Interest Bearing Securities.
- c) Bank Draft of Nationalised Bank.
- d) FDR/TDR of Bank

The Earnest Money Deposit shall be valid for a period of not less than 1 20 days (one hundred and twenty days) from the date of submission of the tenders. Tenders not accompanied with appropriate Earnest Money Deposit shall be rejected

as non responsive. If during the tender validity period the tenderer withdraws his'tender, the Earnest Money Deposit shall be forfeited and the tenderer may be disqualified from tendering for further call of same works in the Mandi Board.

The Earnest Money Deposit will be returned promptly to the unsuccessful tenderers. The Earnest Money Deposit will be returned to the successful tenderer after he furnishes proper, security deposit for performance and duly enters into the account as per C.P.W.D. account code.

10. Stating of Rates

The rates shall be written both in words and in figures. In case of conflict between the figures and words in the rates, the words shall prevail & will be considered for final tender rate. In case of above/ below is not clearly indicated than it shall be treated as below.

11. Tender Validity Period

The tender shall be valid for-a period of not less than 120 days after the date of Submission / receipt of tenders, which can be extended further with mutual consent.

12. The invitation of tender from your firm is without prejudice to our right to assess your capability and suitability for the said works after opening the tenders. The decision of the M.D. in this regard shall be conclusive and final. Tenderers, shall not be entitled to any compensation, whatsoever, on this account.

13. The tenders will be opened before the tenderers or their authorised representatives if they so desire be present at the time of opening of the tenders.

14.1 Vague and ambiguous replies and replies such as "Refer covering letter, conditions of tender etc." shall be avoided. Such replies shall be deemed to be incomplete and may prevent the tender form being considered by the Board.

14.2 The work covered by this tender specification shall be carried out strictly in accordance with the conditions specified in the "General Condition of Contract" and other conditions specified in various sections of this tender document. If any of the aforesaid condition is' not clear to a tenderer, clarification may be sought from the Ex. Eng. before submission of tenders. Tenderers are advised to accept all the

conditions specified in the tender document, to facilitate early finalisation of tenders. Should the tenderer, however, be unable to comply with any of the conditions of the contract as specified in this tender document, he shall clearly enter the proposed deviation. The conditional tender is generally liable to be rejected, but the Managing Director reserves right to accept or reject such conditions in the interest of Board without assigning reasons thereof.

14.3 The quoted prices shall be inclusive of all statutory taxes, duties and royalties applicable during execution of works.

15. AWARD OF CONTRACT:

15.1 The Managing Director shall not be bound to accept the lowest or any tender and reserves to itself the right of accepting whole or a portion of any of the tender as it may deem fit, without assigning any reason thereof.

15.2 The Board reserves to itself the right to take over the work in part or full from the contractor after the award of the work or during the execution of work.

15.3 Canvassing in any form or any approach, official or otherwise, by the tenderer to influence the consideration of his tenders shall render the tender liable to summary rejection.

16. GENERAL:

The cost of tender document shall not be refunded under any circumstances, whatsoever.

17. The published N.I.T. details and annexed 'X' Guidance and conditions to the contractor for filling and participating the Tender are strictly a part of this Tender document and are binding to all contractors.

18. The Annexed 'Y' schedule of items and 'Z' Drawings are part of this document, which are only for Tender purpose.

19. General specification shall as per CPWD, MOST, IRC, MORTH and relevant I.S. code applicable.

TENDER OF WORKS

Tender of Works
(TO BE FILLED BY CONTRACTOR)

I/We hereby tender for the execution, for the MD C.G. State Agriculture Marketing (Mandi) Board, Raipur of the work specified in under written memorandum within time specified in such memorandum at

(In Figures):.....

(In Words)

percent below/above the rates entered in the schedule mentioned in rule 1 and in accordance in all respects with the specifications designs, drawing and instructions in writing referred to in rule 1 thereof and in clause 12 of the annexed conditions, and with such materials as are provided for and in all other respects in accordance with such conditions as for as applicable.

SOR applicable: (A)

(B)

Memorandum

- (a) Name of work
- (b) Cost of work put to tender.....
- (c) Earnest Money
- (d) Security deposit (including earnest money) 5% (Five percent) from each Running bills.
- (e) Percentage, if any to be deducted from bill, TDS for I.T. and CT, Labour welfare tax, as applicable on the day of Payment and any other satutory orders passed by Govt.
- (f) Time allowed for the workfrom the reckoned date including / excluding rainy season (From 16th june to 15th october) (Delete which ever is not applicable.)

Should this tender be accepted. I/We hereby agree-to abide by and fulfill all terms and provisions of the said condition of the contract annexed hereto as far as applicable , or in default thereof to forfeit and pay to the managing Director of Mandi Board or his successors in office of the sums of money mentioned in the said conditions. A separate sealed cover duly superscribed containing the sum of Rs (in word) as earnest money the full value of which is to be absolutely forfeited to the said Managing Director tor or his successors in office without prejudice to any other rights or remedies to the said Managing Director or his successors in office, should I/We fail to commence the work specified in the above memo randum in accordance with the said condition of contract, otherwise the said sum of Rs (in words)

shall be retained by Board on account of security deposit as aforesaid or the full value of which shall be retained by Board on account of the security deposit specified in clause 1 of the said conditions of the contract.

.....

Signature of witness to
Contractor's Signature

.....

SEAL
Signature of the Contractor
before submission of Tender

Dated the day of
..... 20

Dated the day of
..... 20

Address of Witness

Occupation of the witness

**OFFICE OF MANAGING DIRECTOR
C.G. STATE AGR. MARKT. BOARD, RAIPUR**

The above tender is hereby accepted by me on behalf of the Managing Director of Chhattisgarh Mandi Board.

Date

(Accepting authority)
for & on behalf of M.D.
C.G.S.A.M. Board
Raipur

GENERAL CONDITION OF CONTRACT

GENERAL 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 Executive Engineer. C.G. Mandi Board and the Contractor.

2. In the contract the following expressions shall unless otherwise required by the context have the meanings, hereby respectively assigned to them :-

(a) The expression “works” or “work” shall, unless thereby mean something either in the subject or context repugnant to such construction, be constructed and taken to mean the works or by Virtue of the contract contracted to be executed weather temporary or permanent, and whether original , altered, substituted or additional.

(b) The “Site” shall mean the land and/or other place 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 be allotted or used for the purpose or carrying out the contract.

(c) The Chairman means the chair man of the C.G. State agricultural Marketing Board or his successor.

(d) The Managing Director (M.D.) means Managing Director of Chhattisgarh State Agricultural Marketing Board or his successor.

(e) The Engineer-In-Charge means the Executive Engineer mandi Board, of concerned division of Mandi Board, as the case may be, who shall supervise and be in-charge of the work.

(f) “Board” shall mean the Chhattisgarh State Agricultural Marketing Board.

Note:- “Words” importing the singular number including plural number and vise-versa.

Security Deposit

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, administrators, representatives and assigns) shall permit Board -at the time of making any payment 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 earnest money plus a deduction of 5 (five) percent from the payment made in the running bills, till the together amount to 5 (five) percent of the cost of work put to tender or 5 (five) percent of the cost of 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 essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work 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 the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4 th of the work before 3/4th of such time has elapsed . In the event of the contractor, failing to comply with the above conditions , the Executive Engineer shall levy on the contractor, as compensation an amount equal to 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total

amount of compensation under provision of this clause shall be limited to 6% (six percent) of value of work. (Contract sum)

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

The decision of the Executive Engineer in the matter of grant of extension of time only (reference clause 5 below) shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay- once such an order is passed by him (on each extension application of the contractor) it shall not be open for a revision. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any failing which the compensation amount shall be forfeited in favour of the M.D. C.G. State Agriculture Marketing (Mandi) Board.

Action when the work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit Allowed by the M.D. or the Executive Engineer.

In case of any dispute the decision of the Managing Director shall be final and binding.

Clause 3:-

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -

- (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Executive Engineer.
- (b) The Executive Engineer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.
- (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
- (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
- (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer.
- (f) If he violates labour laws.
- (g) If the Contractor fails to set up field laboratory with appropriate equipments, within 30 day from the reckoned date. (* for each contract valued more than Rupees 3 crores).
- (h) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Executive Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so

as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.

- (v) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

**Power to take Possession of or Require Removal of Materials
Tools and Plants or Sale of Contractor's Plants etc.**

Clause-4 In any case in which any of the powers, conferred upon the Executive Engineer by clause - 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Executive Engineer, whose certificate thereof shall be final; otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of Time

Clause-5.1 If the contractor shall desire any extension of time for completion of the work on the grounds of his having been unavoidably hinderance in its execution or any other ground he shall apply in writing to the Executive Engineer/Assistant Engineer within 15 days of the date of hinderances on account which he desires such extension as aforesaid and the Executive Engineer/Assistant Engineer, with whom he has signed the Agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefor, may authorise such extension for once a period not-exceeding 3 months. Any further extension shall be subject to previous sanction of the M.D. (grounds to be shown therefor) provided always where the Executive Engineer/ Assistant Engineer 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 the final decision.

5.2 Compensation Events: - Compensation Events for consideration of extension of time without penalty.

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

- (a) The Executive Engineer does not give access to a part of the site.
- (b) The Executive Engineer modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Executive Engineer orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- (d) The Executive Engineer instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.

- (e) The Executive Engineer gives an instruction for additional work required for safety or other reasons.¹
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Executive Engineer unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

Final Certificate

Clause-6 On completion of the work, the contractor shall be furnished with a certificate by the Assistant Engineer/Executive Engineer (hereinafter called the Engineer-in-charge Mandi Board) of such completion in the form appended at the end, but not such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood-work doors, windows, walls, floors, or other parts of any building 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 of Board whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge Mandi Board may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

Payments on Intermediate Certificate to be Regarded as Advance

Clause-7 No payment shall ordinarily be made for works estimated to cost less than Rs. 1,000 (Rs. One thousand) till after the, whole of the works shall have been completed and a certificate of completion given, but if intermediated payment during the course of execution of works the contractor may be paid at the discretion of the Engr.-in-charge Mandi Board. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bills thereof be entitled to receive, a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge Mandi Board, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment for works actually done and

completed, and shall not include the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed, or erected, or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect or the accruing of any claim nor shall it conclude, determine, or effect in any way the power of the Engineer-in-charge Mandi Board under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise , or in any other way vary to affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge Mandi Board's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be Submitted Monthly

Clause-8 A bill shall be submitted by the contractor each month on or before the date fixed by the Ex-Engineer Mandi Board for all work executed in the previous month, bill must be supported by records of detail measurement of all executed items in work along with true copies and result of all test conducted in previous month (date wise) and the Ex. Engineer Mandi Board shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible , before expiry often days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Ex. Engineer Mandi Board may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement and bill list will be sufficient warrant, and the Ex. Engineer Mandi Board may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be on Printed Forms

Clause-9 The contractor shall submit all bills on printed forms to be handed on application at the office of the Ex. Engineer Mandi Board, and the charges in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions , and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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

Receipts to be Signed by Partners or Persons

having Authority to do so

Clause-10 Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

Advances to Contractors

Clause-11 Advances to contractors are as a rule prohibited, and every endeavour should be made to maintain a system under which no payments are made except for works, actually done. Exceptions are, however, permitted in the following cases:-

Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to sites Executive Engineer may in such cases, sanction advances upto an amount not exceeding 75% of the value but 90% in the case of steel (as assessed by the Executive Engineer) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Board secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

Payment of such advances should be made only on the certificate of an officer not below the rank of 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 advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon, Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills, for work done as the materials are used, the

necessary deduction being made whenever the item of work in which they are used are billed for.

Before granting the above secured advance the contractor shall sign & produce the prescribed indenture bond in the prescribed form

**Work to be Executed in Accordance with Specification
Drawing Order etc.**

Clause-12 The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner, and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly full and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Eng. In-charge Mandi Board and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for purpose of inspection during office hours and the contractor shall, if he also requires, be entitled at his own expense to take or cause to be made copies of the specification and of all such designs , drawings and instruction aforesaid.

Central P.W.D. Specifications shall apply along with the various I.S. Codes in the case of a variance , the following order of precedence shall prevail :-

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

Additions Alteration in Specifications and Design

Clause-13 The Eng.incharge Mandi Board shall have power to make any alterations in, omissions, from additions to or substitutions for, the original specifications, drawings and designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by Engineer-in-charge Mandi Board and such alterations omissions additions or substitutions shall not invalidate the contract and any altered, additional or substitutions work which the contractor may be directed to do in the manner above specified as part of the work shall be out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as specified in the tender for the main work, provided the total value of 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 contractor apply for extension.

13.1 For rate of any extra item Engineer-in-Charge shall pay 75% of the provisional rate till such time as the rates are finally determined by the Executive Engineer.

Note: - Such additions, alterations, substitution, shall have to be within the Scope of work tendered for

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 Eng.-in-charge Mandi Board shall be conclusive as to such proportion.

Rates for works Not in Schedule of Rates

And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such classes of work shall be carried out of the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below / above the schedule of rate 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 if 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 in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates or rate as shall be fixed by the Eng.-in-charge Mandi Board in the event of a dispute the decision of M.D. or his authorised authority shall be final.

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. required to be carried then the Eng. in charge Mandi Board shall identify such item/items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days the Engineer in charge, of Board 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 agrees to the above rates as fixed by the competent authority then he shall form-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 Exe. Engineer Mandi Board, 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 alternative agency.

If the Contractor commences non-schedule work or incur expenditure in regard there to before the rates shall have been determined by the competent authority, then 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 M.D. or his authorised authority shall be final.

**No Claim to any Payment or Compensation for
Alteration in our Restriction of Works**

Clause-14 If at any time after the execution of the contract documents the Ex. Engineer Mandi Board 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 of part of the work to be carried out of all or to be carried out by the contractor, he shall give an 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 here under the contractor shall have no claim any payment or compensation whatsoever on account of any profit or advantage 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 specifications, 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 Ex. Engineer Mandi Board 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 Ex. Engineer Mandi Board 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 of account of labour charges as the Eng.in charge , Mandi Board, 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 Eng.in charge Mandi Board, the labour could have been employed by the contractor else where for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

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

Time Limit for Unforeseen Claims

Clause-15 Under no circumstances whatever Board shall the contractor be entitled to any compensation from the Board on any account unless the contractor shall have submitted a claim in writing to the M.D., Mandi Board within one month of the cause of such claim occurring.

Action and Compensation Payable in Case of Bad work

Clause-16 If at any time before the security deposit is refunded to the contractor, it shall appear to the Ex. Engineer, Mandi Board or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Ex. Engineer Mandi Board to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified and paid for the contractor shall be bound forthwith to materials or articles so specified and provide other proper and suitable materials or articles at his own cost, and in the event 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 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 Ex. Engineer Mandi Board in the re-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 day's , during which the failure so continues and in the case of any such failure the Ex. Engineer Mandi Board may rectify or remove and execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Ex. Engineer Mandi Board, consider that any such inferior work or material 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 therefor.

**Work to be Open for Inspection - Contractor or
Responsible Agent to be present**

Clause-17 All work under are in course or execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Ex. Engineer , Mandi Board , and his subordinates and the contractor shall at all times during the usual working hours, and at all other items , at which reasonable notice of the intention of the Ex. Engineer Mandi Board or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose orders given to the contractor's agent shall be considered to have the same force as if they had been, given to the contractor himself.

Notice to be given Before Work is Covered Up

Clause18- If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent ,the contractor shall make good the same at his own expense or in default, the Engineer – in – charge may cause the same to be made good by other workmen and deduct the expense of which certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

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

Contractor Liable for Damage Done and for Imperfections for Twelve After Certificate

Clause-19 If the Contractor or his work people or servants shall break deface injure or destroy any part of building in which they may be work by or any building, road, road curbs, Tences , water pipes, cables , drains, electric or telephone posts or wires trees, grass or grassland or cultivated ground continous 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 aparent in it 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 Ex.engineer Mandi Board as aforesaid, the contractor shall make good the same at his own expense or in default the Ex.Engineer Mandi Board , may cause the name to

be made good by other workman, and deduct the expense (of which certificate of the Ex.Engineer Mandi Board , 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 sufficient portion thereof.

The Contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under his 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 Ex.Engin'eer Mandi Board,. during the said period the same shall be removed by him to his own expenses or in default the Ex.Engineer , Mandi Board, may get them removed and deduct the expenses thereof form 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 to two consecutive rainy seasons as aforesaid and the defects are fully removed and if any amount still remains due to this account after making deduction as aforesaid the same may be recovered from him as an arrears of land revenue/cash security . The Security deposit of the Contractor to the extent of 50% shall be restanded 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 Plants, Ladders, Scaffolding etc.

Clause-20 The contractor shall supply at his own cost materials (except such special materials it my as may be in accordance with the contract be supplied form the Ex.Engineer Mandi Board's stores) plants, tools, appliances implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work whether original , altered or substituted and whether included in the specifications or other documents forming part of the contractor referred to in these conditions or not, or which may be necessary for the requirements of the Ex.Engineer Mandi Board, as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the word. The contractor shall also supply without charge the

requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials . Failing his so doing the same may be provided by the Ex.Engineer Mandi Board, at the expense of the contractor and the expenses may be deducted from 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 cost , except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing all lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action , or other proceedings at law that may be brought by any person for injury at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or 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 15 Sub-section (1) of the Workman's
Compensation Act, 1923**

Clause-21 In every case in which by virtue of the provision of section 12, sub-section (1) of the workman's compensation Act, 1923 Board is obliged to pay compensation to a workman employed by the contractor in execution of the works, Board will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of Board under section (1) sub-section (2) of the said Act. Board shall be at liberty to recover the amount or any part thereof by deducting in from the security deposit out from any sum due by Board to the contractor whether under this contract or otherwise Board may not be bound to consider any claim made against them under section 12 sub-section(1) of the Act except on the written request of the contractor and upon his giving to Board full security for all cases for which Government might become liable in consequence of contesting such claim.

Labour

Clause-22 The contractor should get himself registered under-contract-labour regulations lande aboiligion Act, 1970 including its amendments after getting a certificate from the principal employer , who will be the Ex.Engineer Mandi Board.

Ciause-23 (Labour below the age of 14 years) No labour below the age of 14 years shall be employed on the work.

Fair Wage

Clause-24 The contractor shall pay not less than fair wage to labours engaged by him on the work.

Explanation-(a) “Fair wage” means wage whether for tine 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 withstanding the provisions of any contract to the countrary, cause to be paid a fair wage to labourers indirect 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 all labour directly or indirectly employed on the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with the labour Act inforce.

(d) The Executive Engineer/Assistant 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 , or workers by reason of non-fulfilment of the conditions of the contract for the benefit of 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 non-observance of the regulations.

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

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

Work not to be Sublet

Clause 25 :- The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent: -

"Note : Such subletting/assignment shall not be made to any other Contractor registered in Class AI to A5 Category in the C.G. Mandi Baork Department of Chhattisgarh or in similar Category in same Deptt. of the State or in other organization or Agency (Class with about similar financial capacity) by whatever name these are called."

(i) The department shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.

(ii) Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet

25.1 The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Mandi Board in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract,

the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Mandi Board and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be ,shall not diminish or dilute the liability/ responsibility of the contractor. If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract. Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.

Clause-26 All sums payable by way of compensation under any of these conditions shall be considered as resortable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in Constitution of the Firm

Clause-27 In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Ex. Engineer Mandi Board, for his information.

Work to be under the Direction of Executive Engineer

Clause-28 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Ex. Engineer of the Division/H.O. Respectively or their authorised authority, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time & carried on.

Arbitration Clause

Clause-29 Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification , designs, drawing 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 M.D. in writing for the decision , within a period of 30 days of such occurrence. Thereupon the M.D. shall give his written instructions and/or decisions within a periods 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 parlies shall promptly proceed without delay to comply such instructions or decisions. If the M.D. fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested of if the parties are aggrieved against the decision of the M.D. , the parties may within 30 days prefer on appeal to the chairman of Board , who shall afford and opportunity to the parties of being heard and to offer evidence in support of his appeal. The chairman will give his decision within 90 days. If any party is not satisfied with the decisions of the Chairman but beyond claim of Rs. 50,000/- then he can refer such disputes for arbitration by an Arbitration Board, constituted by the State Government.

The rules prevailing at the time of claim of the arbitration Board shall be applicable.

Lumb Sums in Estimate

Clause-30 When the estimate on which a tender is made include lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of work in question at the same rates is 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-incharge not capable of measurement, the Engineer-incharge may at his decision pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-incharge shall be final and conclusive against the contractor, with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause-31 In the case of any class of work for which where is no such specification as is mentioned in rule such work shall be carried out in accordance with the specification approved by Engineer-In-Charge for application to work.

Contractor's Percentage Whether Applied to Net or Gross amount of Bills

Clause-32 The percentage referred to at para 7 of the tender will be deducted from/added to the gross amount of the bill for work done/after deducting the cost of material shall be supplied by the Board. Unless until specified. Normally no material shall be supplied by the Board.

Claim for Quantities Entered in the Tender or Estimate

Clause-33 Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than entered in the tender or estimate.

Claim for Compensation for Delay in Starting the Work

Clause-34 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 account of any delay in according sanction to estimate.

Employment of Scarcity Labour

Clause-35 If Government declare a state of scarcity or famine to exist in any village situated within 16 Kms. of the work the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum which the Government may have fixed in this regards. Any dispute which may arise in this connection with the implementation of this clause shall be decided by the M.D. whose decision shall be final and binding on the contractor.

Clause-36 Deleted as per circular issued by E.N.C.M.P. P.W.D. G/1 /cir/90/2320 dated 11.11.1991.

Royalty on Minor Minerals

Clause 37: - The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Executive Engineer shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate with in 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released

Any change in the royalty rates of minor minerals notified by the state government, after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed/deducted on actual basis.

Technical Examination

Clause-38 The Board shall have the right to cause Audit 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 claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Board to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Board 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 duly paid by the Board.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 M.D. shall be final.

In the case of the Technical Audit, consequent on which there is a recovery from the contractor, no recovery from the contractor, no recovery should be made without orders of the M.D. whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months from the date of completion.

Death or Permanent Invalidity of Contractor

Clause-39 If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/ compensation as provided for in clause 3 of the contract agreement.

However, If 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-40 On the breach of any term or condition of this contract by the contractor the said M.D. shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining , and to release and retain the same as damages and compensation for the said breach but without prejudice to the right of the Managing Director to recover further sums as damages from any sums due or which may become due to the contractor by Board or otherwise whatsoever.

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 form prior to the submission of the tender.

Notice to the Contractor to Start work

Your contract for the work has been accepted by me (Executive Engineer) on behalf of the Managing Director of Chhattisgarh State Agricultural Marketing Board, Raipur on the day of 20 and you are hereby ordered to commence to work . The commencement date reckoned shallbe.....

Signature
Executive Engineer
Division, MANDI BOARD
.....

The above notice to the contractor (s) to commence work from the reckoned _____ day of _____(month) _____200_____ (year) was issued vide this office memorandum No. _____ dated the _____ 20_____

Signature of Contractor

Signature
Executive Engineer
Division, MANDI BOARD
.....

COMPLETION CERTIFICATE

In pursuance of clause 7 of the agreement in form A, No.-----/Dt of-----)
dated ____/____/____ between the contactor
Shri/Ms. and
the E.E. C.G. State Agriculture Marketing (Mandi) Board, Raipur; it is hereby
certified that the said Contractor has duly completed the execution of the work
under; taken by him there under on this _____ day of _____ 200 and this
certificate was issued to the contractor vide office memo
No. Dt.....

(Signature of the Engineer – in – charge)