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**ASSAM SCHEDULE LVI (PART I) FORM NO.6**  
**PUBLIC WORKS DEPARTMENT NAGALAND**

.....Division

.....Sub-Division

(Form F 2)

**Item Rate Tender and contract works**

**GENERAL RULES DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender on a board hung up in the office of and signed by Chief/Superintending Engineer. This form will state the work to be carried out, the date for submitting and opening tenders the time allowed for carrying out the work, the amount of earnest money to be deposited with the tender, the amount of the security deposited to be deposited by the successful tendered and the percentage, if any, to be deducted from the bills Copies of specifications, designs and any other documents required in connection with the work, signed (with the exception of the current Assam General Specifications which although binding on the contractor need not be signed) for the purpose of identification by the Chief/Superintending Engineer shall also be opened for inspection by the Contractor at the office of the Chief/Superintending Engineer during office hours, up to days prior to the last date of receiving tender.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any further, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. 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 in case the receipts must be signed in the name of the firm, by one of the partners by to me other person having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall filled up the usual printed form stating at what rates he is willing to undertake the work item wise or percentage basis as the case may be tenders purpose any alteration in the work specified in the said forms of invitations to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but Contractors Who wish to tender for two or more works shall submit a separate tender for each: Tenders shall have to name and number of work to which they refer written outside the envelope.
5. The chief/Superintending Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will initial and date the tenders. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sigh copies of the specifications and other documents as mentioned in Rule. 1 . In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
6. The Chief/Superintending Engineer shall have the right of rejecting all or any of the tenders without assigning any reason.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Chief/Superintending Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Chief/Superintending Engineer.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the public Works Department and their issue rates, shall be filled in and completed in the office of the Chief/Superintending Engineer before the tender form is issued. If a form is issued to an intending tendered without having been so filled in and completed shall request the office to have this done before the completes and delivers his tender.

STATE OF TEXAS  
COUNTY OF [illegible]

[Faint, illegible text, likely a legal document or contract, mostly obscured by the diagonal lines.]

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### TENDER FOR WORKS

I/We hereby tender for the execution for the provincial Government of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the true intent and meaning of the specifications, designs, drawings, and instructions in writing referred to in Rule thereof and Clause II of the annexed conditions, and with such materials as are provided for by, and in all other respects in accordance with, such conditions so far as applicable.

### MEMORANDUM

- (a) If several sub-works are included, they should be detailed in a separate list.
- [a] General description
- [b] Estimated cost ...Rs.
- [c] Earnest money (50 P.C for Tribal contractors) ...Rs.
- [d] Security deposit ( including earnest money) ...Rs.
- (d) This deposit will vary from 1% to 10% of the estimated cost of the work according to the requirements of the cost.
- (e) This percentage, where no security deposit is taken will vary from 10% to 1% according to the requirements of the case, where security deposit is taken see note to clause I of the conditions of contract,
- [e] Percentage, if any, to be deducted from bills ... Rs.  
Rupees ) Percent.
- (f) Time allowed for the work from date of written order to commence :.....months

Item No	Item of work	Unit	Per	Rate Tendered		
				In figure		In work
				Rs	P.	

Note : To be continued on additional sheet as found necessary

Should this tender be accepted, I/We hereby agree abide by and fulfill all the terms and provisions of the conditions of contractor annexed hereto so far as applicable, or in default thereof forfeit and pay to the Provincial Government the sums of money mentioned in the said conditions.

A sum of Rs. .... has been deposited in the State Banks of India at ..... as Deposit at Call" vide No..... dt ..... or has been deposited in the ..... Treasury Earnest money and a "Deposit at call"/duplicate copy of the challan, is forwarded herewith"

(b) The full value of the earnest money shall be retained by the provincial Government on account of the security deposit specified in \* Give particulars and numbers, clause 1 (B) of the said conditions of contract

Strike out [a] if no case security Deposit is to be taken

Strike out [b] if any case is to be taken,

Dated the ..... Day of ..... 19

\*Signature of the contractor before Submission of tender.

Witness

\*Signature of  
\*Witness to contractor signature.

Address

Occupation

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

No	Particulars of Work	Unit	Part	No
Dated the		Day of		19

Signature of the Office by whom accepted

### CONDITIONS OF CONTRACT

#### Security Deposit.

This will be the same percentage as that in the tenderal (C).

The amount of the percentage (not exceeding 10 percent will be fixed in every case to suit requirements e.g. it is fixed at 8 percent of the estimated of the works then 3 percent should be deducted from every payment, If the percentage is fixed at 10 percent and the security deposit only amounts to six percent then 4 percent should be deducted, and so on.

Clause-I. The person/persons whose tender may be accepted [hereinafter called in contractor] shall [permit the provincial Government at the time of making any payment for work done under the contract to deduct such sum as will [with earnest money already deposit] amount/ percent of all money so payable such deductions to be held by the Provincial Government, frees of Interest, by way of security deposit.

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

#### Compensation delay.

The security deposit lying at credit for the work will be refunded to the contractor after ..... Months from the date of completion of works or finalization of bill which over is letter, unless otherwise appropriated by Government.

Clause -2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be record from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on part of the contractor un-equal to one percent, or such smaller amount as the Chief/Superintending/Executive Engineer whose decision in writing shall be final) may decided on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished, after the prober dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all case in which the time allowed for any work exceed one month to complete one fourth of whole of the work before one fourth of the whole time allowed under the contract has elapsed one-half of the Work before one half of such time has elapsed and three-fourths of the work before three fourths of such time elapsed such estimation of the amount of Work done at any period being made by the Chief/Superintending/Executive Engineer whose decision shall be final. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such small amount as the Chief/superintending/Executive Engineer (whose decision in writing said shall be final and conclusive) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains in complete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Clause-3 . In case in which under any clause of this contractor the contractor shall have rendered himself liable to pay compensation amounting to fifty percent or more of his security/[whether paid in one sum of deducted by installment] the Chief/Superintending/Executive Engineer on behalf the provincial Government shall have power to adopt any of the following will courses, as he may deem best suited to the interest of the Provincial Government:-

Action when 50 percent. For more of security deposit is forfeited.

- (a) To rescind the contract, as to which rescission notice in writing to the contractor under the hand of the Chief/

Engineer shall be final and conclusive and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal at the provincial Government.

(a) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials plus twenty four percent, on the total of the aforesaid cost and price, to cover the cost of supervision (as to the amount of which cost of price a certificate of the Chief/ Superintending/Executive Engineer shall be final and conclusive) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and the certificate of the Chief/Superintending/Executive Engineer to the value of the work done shall be final and conclusive.

(b) To measure up the work of the contractor and to take such a part thereof as shall be executed out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been executed by him (as to the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Provincial Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation of any loss sustained by him of his having advanced or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore, actually performed under this contract, unless and until the Chief/Superintending/Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause-4. In case in which any of the powers confirmed upon the Executive Engineer by Clause 3 here of 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 thereof and such power shall, notwithstanding be exercisable in event any future case of default by the contractor for which under any clause or clauses thereof he is liable to pay compensation which with any compensation remaining unrealized amounts to fifty percent or more of his security deposit.

Contractor remains liable to pay compensation if action not taken under clause.

In the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the proceeding clause he may, if he so desire, take possession of all or any tools, plant, materials and stone 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 the Executive Engineer whose certificate thereof shall be final and conclusive: otherwise the Executive Engineer may by notice writing to the contractor or his Clerk or works Foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises with a time to be specified in such notice and in event of the contractor failing to comply with any such requisite on the Executive Engineer may remove them at the contractor expenses or sell him by auction or private sale on account of the contractor and at risk in all respect and the certificate

Powers to take possession of or require removal or of sell contractor's plant.

of the Executive Engineer as to the expense of any such removal and the amount of proceeds and expenses of any such shall be final and conclusive.

#### Extension of time

Clause-5. If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidable in its execution or on any other grounds he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrances of date of the occurrence or commencement of the aforesaid other grounds on account of which he desire such extension as aforesaid, and the Executive Engineer, shall if his opinion (which shall be final and conclusive) reasonable grounds be shown there for authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

#### Final certificate

Clause-6. The contractor shall give the Chief/Superintending/Executive Engineer Writing when the work is completed and on receipt of such notice, the Chief/Superintending/Executive Engineer or his subordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor shall then be furnished with a certificate by the sub-divisional Officer Executive Engineer (Hereinafter called the Engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises, on which the work shall be executed, all scaffolding surplus materials and rubbish, and shall have cleaned off all dirt from the woodwork doors, windows, walls, floors, or other parts of any structures in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution there of if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt of or before, the date fixed for the completion of the work. The Engineer in charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as foresaid and the contractor shall for which pay the amount of all expenses so in current plus 24 percent supervision charges and he have no claim in respect of any such scaffolding, or surplus materials foresaid except for an sum actually realized by the sale thereof.

#### Payment on intermediate certificates to be regarded as advances.

Clause-7. No payment shall be made for works estimated cost less than rupees one thousand bill order the whole of the works shall have been completed and certificate of completion given But in case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer in-charge, whose certificate of such approval and passing of the sum of 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 only and on as payment of work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect of unskillful work to be removed, and taken away and re-constructed and re-enacted, or be considered as admission of the due performance of the contract or any part thereof in any respect or accruing of any diamonds shall if conclude determine or affect in any way the power of the Engineer in-charge under these conditions for any of accounts or otherwise, or in any other way very of affect the contract The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work in default, the Engineer in charge may himself prepare or depute a subordinate to prepare such bill and in any event, the Engineer-in changes certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

Bills to be submitted  
monthly

Clause-8. A bill shall be submitted by the contractor each month on or before the date if any, fixed by the Engineer in charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible adjusted, if possible be is the expiry of tends from the presentation of the bill if the contractor may submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly accredited agent, whose countersignature to the measurement book will be sufficient warrant, and the Engineer-in-charge, may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respects, should the contractor dispute the accuracy of any measurement taken for the purpose of any intermediate or final bill or of the completion certificate he must intimate the fact, in writing, to the Engineer-in-charge within forty eight hours of the measurement being take and must obtain a receipt for the safe delivery of the letter either through the post office or direct from the office of the Engineer-in-charge. Should the contractor fail to intimate his non-acceptance of the measurements, within forty eight hours of the measurements having been taken, in the manner described above no claim will subsequently be entertained regarding the accuracy of the measurements classification of the work, rates, in any matter connected with the measurements. If non-acceptance is intimated within the period herein prescribed the decision of the Engineer-in-charge on the dispute shall be final and conclusive.

Bill to be on printed  
form

Clause-9. The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge 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 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 the tender, at the rates hereinafter provided for such work.

Stores supplied by  
the provincial  
Government

Clause-10. If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned be in so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning of effect to this contract, specified in the schedule or memorandum here or annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum then due, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in government securities the same or sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the provincial Government, and shall not on any account be removed from site of the work, and shall at all times be open to inspection by the Engineer-in-charge, but all such materials shall be in the custody of the contractor who shall be responsible for any loss damage, or deterioration due to theft, fire, storm, flood, earthquake or any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall not be entitled to return any such materials unless with such consent and be returned to the Engineer-in-charge's store. If by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account, of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.



Work to be executed in accordance with specifications drawings order etc.

Clause-11. The contractor shall execute whole and every part of the work in the most substantial and workanhe manner, and both as regards materials and otherwise in every respect in strict accordance with the true intent and meaning of drawings, and specifications. The contractor shall also conform exactly fully and faithfully to the true intent and meaning of the designs, drawing and instruction writing relating to be work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access to such office, or on the site of the work for the purpose of inspection during office hour and the contractor shall if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawing and instruction as aforesaid.

Alterations in specifications and designs.

Clause-12. The Engineer-in-charge shall have power to make any alterations, in or addition to the original specifications, drawings, design and instruction that may appear to be necessary or advisable during 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 weiting and signed by the Engineer-in-charge and such alteration shall be invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall, be extended in the propotion that the additional work bears to the original contractor work, and the certificate of the Engineer-in-charge shall be final and conclusive as to such propotion. And if the additional work include any class of work, for which no rate is provided in this contract then such class of work shall be carried out at the rates is provided in this contract then such class of work snall be carried out at the rates entered in the schedule of rates of the district, and if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing be at liberty to cangle his order to carry out such class of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor/work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate oe rates and shall be fixed by the Engineer-in-charge, in the event of dispute, the decision of the Chief Engineer, of the province will be final and conclusive.

Do not invalidate contract

Extension of time in consequences alterations.

Shall commence.

Rates for works not in estimate schedule of rates of the district.

How contractor is to protect

or rulling made, ask for written instructions or decisions.

Clause-13. If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any record or rulling of the Engineer-in-charge to be unfair he shall immediately upon such work being demand or such record/ and within ten (10) days after the date of receipt of the written instruction or decisions he shall fill a written protest with the Engineer-in-charge, stating clearly and in detail the basis of his objection Except for such protest or objections as are made in the manner herein specified and within the time limit stated the records rulling instruction or decision of the Engineer-in-charge shall be final and conclusive.

Clause-14. I at any time after the commencement of work the provincial Government shall for reason whatsoever not required the whole thereof a specified in the tender to be carried out the Engineer-in charge shall given notice in writing of the fact to the contractor who shall have no claim to any

No compensation for alteration, in or restriction of work to be carried outmpensation

payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he not derived in consequence of the full amount of the work not have been carried out neither shall he have any claim for compensation drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation

Clause-15. That it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of acquility to that contracted for or otherwise not in accordance with the contractor the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or article complienced of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify, or remove and remove the materials or articles so specified and provided other proper and suitable materials or article at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-change in his demand aforesaid , then the contractor shall be liable compensation at the rate of one percent on the amount of the contract for every day not according ten days, while his failure to do so shall continue and in the case of the contractors continued failure over and above to the days specified above the Engineer-in-charge may rectify or remove, and re-execute to work or remove and replace with other, the materials or articles complained or as the case may be at the risk and expence in all respect of the contractor and charge the contractor for the work in sub clause (b) of clause 3 above.

Works to be opening inspection.

Clause-16. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intension of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instruction, or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Notice to be given before work is covered up

Clause-17. The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement of inspection any work order that the same may be inspected or measure and correct dimensions thereof be taken before the same is so cover up or placed beyond the reach of measurement or inspection any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement or inspection without such notice having been or consent obtained in writing the same be uncovered at the contractors expense, or in default thereof no payment or allowance shall be made for such work or the materials with which, the same was executed.

Clause-18. If the contractor or his work-people or servants shall break deaface, injure or destroy any part of a structure, in which they may be working, or any building road, fence, enclosure, or grassland, or cultivated ground continues 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

Contractor Liable for damage done and for imperfections for 4 months after certificate.

\* or not, or which may be necessary for the purpose of satisfying of complying with the requirements of Engineer-in-charge as to any matter as to which under this conditions he entitled to be satisfied, or which.

Contractor is to supply plant ladders, scaffolding etc. And is liable for damages arising from nonprovision of light fencing and notice.

Work not be sub let

Contract may be rescinded and security deposit

Forfeited for dub letting bring or if contractor becomes pusolvent

or any imperfections become apparen in it within six months after a certificate final or other, of its completion shall been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same that to be made good by other workmen, and deduct the cost (or which the certificate of the Engineer-in-charge shall be final and conclusive) plus twenty four percent Supervision charges, from any sums that may be then or at anytime thereafter may become, due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Clause 19. The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance, with the contract be supplied from the Engineer-in-charge steresh paint,tools appliances,implement ledders cooage tackle, seaflooding and temporary works requisite or proper for the proper execution of the work. Wether original altered or substituted, and wether included in the specification or other documents forming part of the contract or referred to in these correction/he is entitled to require together with carriage therefore to and from the work.The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work for the accuracy of which he is entirely responsible, and for counting, weighing and assisting in the measurements or examination at any time and from time to time of work or materials matter falling his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contract, under the contract, or from his security deposit for the proceeds of sale thereof or of a sufficient portion thereof the contractor shall also provide all necessary fenisng.light and notice required to protect the public from accident and shall be bound to bear the expenses, of defense of every suit action of other proceedings, at low that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action proceeding or any such person or which may with the consent of the contractor be paid the compromise any by claim any such person.

Clause-20. No female labour shall be employed within the limits of a contentment and no labour below the age of fourteen years shall be employed on the work.

Clause-21. No work shall be done on Sundays without the sanction on writing of the Engineer-in-charge.

Clause-22. The contractor shall not be assigned or sublet without the written approval of the Chief/Superintending/Executive Engineer and if the contractor shall assign or sub-let his contract, or attempt so to do or become insolvent to commerce any insolvency proceedings, or make any composition with his creditors, or attempt so to do, or if any bride, gratuity gift, loan perquisite reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants, or agents to any public officers or person in the employ of the crown in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interacted in the contract the Executive may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the provincial Government and the same consequences shall

ensure as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by way compensation to be considered as reasonable compensation with out reference to actual loss

Clause : 23 All sums payable by way of compensation under any of the condition, Shall be considered as reasonable compensation to be applied to the use of the provincial Government without reference, to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Change in constitution of firm.

Clasue : 24. in the case of a tender by partners any changes the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Work to be under direction of Executive Engineer.

Clause : 25. All work to be executed under the contractor shall be executed under the direction and subject to the approval in all respects of the Executive Engineer of Division for the time being, 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.

Decision of the Chief Engineer to be final.

Clause : 26. Except where otherwise specified in the contract the decision of the Chief Engineer of the Province for the time being shall be final and conclusive, and binding on all parties, to the contract uponn all questions, relating to the meaning of the specifications, designs, drawing and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these, conditions, or otherwise, 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.

Clause : 28. The contractor shall pay his labpours not less than the wages paid for similar work in the neighbourhood.

Clasue ; 29. In the case of any clas of work for which there in no such specification as in mentioned in Rule 1 such work shall be carried out in accordance with the District specification, and in the event or their being District specification then in such case the work shall be carried out in all respects in accordance with the instruments and requirements of the Engineer-in-charge.

Action where no specification, Defination of works.

Clause : 30. The expression 'work' or 'works' where used in these conditions shall enclose there be something either in the subject or context repugnant to such construction be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original altered or additional.

Clause : 31. If any materials excess issued to the contractor those are to be retured ingood condition to the department failing which recovery will be made at double the issue rates of the excess materials to the contractor from the bill.

Clause : 32. I here declare at the time of acceptance of thes contract that I have throughly aquinted myself with all the clauses of the contract (including those contained in the schedule of the contract part I & II attached and made to the items and condition mentioned in the contract.

Note - Clause 27 has been omitted

SCHEDULE SHOWING (APPROXIMATE) MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORES FOR WORK CONTRACTED TO EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR

Particulars	Rate at which the materials will be charged to the centre			Place of Delivery
	Unit	Rs	P.	

(Signature of Contractor)

Sub - Divisional Officer  
Signature of \_\_\_\_\_  
University Engineer

Note - Ther person or firm submitting the tender should see the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.