

Housing Board, Haryana (Execution of Agreement) Rules, 1975

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Published vide Haryana Government Housing Department, Notification No. G.S.R.90/H.A. 20/71/S. 73/75, dated The 25th July, 1975

hl273

Housing Department

The 25th July, 1975

No. G.S.R.90/H.A. 20/71/S. 73/75. - In exercise of the powers conferred by sub-section (1) of section 73 of the Haryana Housing Board Act, 1971 and with reference to Haryana Government, Housing Department, notification No. G.S.R.12/H.A.20/71/S.73/75, dated the 31st January, 1975, the Governor of Haryana makes the following rules, namely :-

1. **Short title.**- These rules may be called the Housing Board, Haryana (Execution of Agreement) Rules, 1975.
2. **Definitions.**- In these rules, unless the context otherwise requires, -

- (a) 'Act' means the Haryana Housing Board Act, 1971;
- (b) 'form' means a form appended to these rules;
- (c) 'Government' means the Government of State of Haryana;
- (d) 'section' means a section of the Act.

3. **Delegation of powers to sanction contracts [Section 18].**- The powers of the Board to auction contracts may be delegated to the Chairman or any other officer subject to the following limits, namely :-

- (a) the maximum limit of twenty lakhs rupees for any contract where delegation of power is to the Chairman;
- (b) the maximum limit of ten lakhs rupees for any contract where delegation of power is to the Superintending Engineer;

- (c) the maximum limit of one lakh rupees where delegation of power is to an Executive Engineer; and
- (d) the maximum limit of ten thousand rupees for any contract where delegation of power is to an Assistant Engineer, and three thousand rupees for any contract where delegation of power is to an officiating Assistant Engineer.

4. Manner and form of contract.- (1) Every contract for the execution of any work or the supply of any materials or goods, which involves an expenditure exceeding one thousand rupees shall be in writing and shall be sealed.

(2) The contracts shall be entered in form F.

(3) In inviting tenders and entering into contracts for the execution of its work the Board shall follow the principles laid down in Appendix to these rules.

Form F

[See rule 4(2)]

Housing Board, Haryana

-----Division

District

-----Sub-Division

Percentage Rate Tender and Contract For Works

General Rules and Directions for the Guidance of Contractors

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Sub-Divisional Engineer/Executive Engineer.

This form 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 tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, designs

and drawings Estimated rates/Common Schedule rates and any other documents required in connection with the work, signed for the purpose of identification by the Sub-Divisional Engineer/Executive Engineer shall also be open for inspection by the contractors at the office of the Sub-Divisional Engineer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much per cent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate of percentage more or less on all the Estimates rates/Common Schedule rate shall be named. Tender which proposes any alteration in the work specified in the said form of invitation to tender, or in 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 Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors or their authorized Agents who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractors who shall thereupon for the purpose of identification sign copies of the specification and other documents 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.
5. The Executive Engineer shall have the right of rejecting all or any of the tenders.
6. The Board may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tenders as a firm, unless receipts are signed by all the partners, or one of the partners, or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.
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 Sub-Divisional Engineer, Executive Engineer and the contractor shall be responsible for seeing that he procures receipt signed by the Sub-Divisional Engineer/Executive Engineer.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Housing Board, Haryana and their issue rates shall be filled in and completed in the office of the Sub-Divisional Engineer/Executive Engineer 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.

Tender for Works

I/We hereby tender for the execution for the Chairman of the Housing Board, Haryana hereinafter referred to as Board of the work specified in the underwritten memorandum within the time specified in such memorandum at _____ * per cent below/above the rates entered in the estimate/Interim common scheduled rates mentioned in Rule 1 and in accordance in all respects with the specification drawings, and instructions in writing referred to in rule 1 hereof and in clause 2 of the annexed conditions and with such materials as are provided for and by in all other respects in accordance with such conditions so far as applicable.

Memorandum

(a) General description ..	
(b) Estimated cost ..	Rs.
(c) Earnest money ..	Rs.

* In figures as well as in words.

- (a) If several sub-works are included they should be detailed in a separate list.
- (b) This deposit will vary from 1 per cent to 10 per cent of the estimated cost of the work according to the requirements of the case.
- (c) This percentage, where no security deposit is taken will vary from 5 per cent to 10 per cent of the estimated cost of the work according to the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract.
- (d) Security deposit (including earnest money), _____ Rs
- (e) Percentage, if any, to be deducted from bills
Rs. _____ (Rupees per cent)
- (f) Time allowed for the work from date of written order to commence _____ Months

Shall this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the Board or its successors in office the sum of money mentioned in the said conditions.

The sum of Rs. _____. [Deposited, - vide Board Receipt number _____ dated _____ as earnest money the full value of which is to be absolutely forfeited to the Board or its successors in office, without prejudice to any other rights or remedies of the said Board or its successor in office, should I/We fail to commence the work specified in the above memorandum otherwise the said sum of Rs. _____ shall be retained by Board on account of the security deposit specified in clause 1(B) of the said conditions of the contract.]

Dated the _____, day of _____ 19 .

Signature of contractor before submission of tender.

Signature of witness to contractor's signature.

Witness :

Address :

Occupation :

The above tender is hereby accepted by me on behalf of Board.

Dated the _____, day of _____ 197 .

Executive Engineer,

_____ Division.

Signature of the officer by whom accepted.

Conditions of Contract

Clause 1. Security Deposit. - The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit Board at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to* 10 per cent of all moneys so payable. Such deductions to be held by Board by way of security deposit. All compensation or other sums of money payable by the contractor to Board under the terms of his contract may be deducted from the security deposit or from any sums which may be due or may become due to the contractor by Board on any account whatsoever, and the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

* This will be the same percentage as that in the tender at (c).

Clause 2. Compensation for delay. - The time for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent which the Executive Engineer-in-charge may levy on the amount of the estimated cost of the

whole work as shown by the tender for every day that the work remains uncommenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the 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-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent which the Executive Engineer-in-charge may levy on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of work as shown in the tender. The _____ may on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Clause 3. Action when whole of security deposit is forfeited. - In any case in which under any clause or clauses in this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments), the Executive Engineer on behalf of the Board shall have power to adopt any of the following courses, as he may deem best suited to the interests of Board :-

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Government.
- (b) To employ labour paid by the State Housing Board and to supply material 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 of (the amount of which cost and price a certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (for 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 Board under the contract or otherwise or from his security deposit or the proceeds of sale thereof or 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 for any loss sustained by reason of his having purchased or procured any material or entered into any engagement 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 theretofore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4. Contractor remains liable to pay compensation if action not taken under Clause

3. - In any case in which any of the power, 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 amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession of or require removal of or sell, contractor's plant in the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools, 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 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 hereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant material 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 contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense for any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. Extension of time. - If the contractor shall desire an extension of the time for completion of the work on the grounds of his having unavoidably hindered in its execution or on and other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extensions aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefor authorise such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 6. Contractor to submit a return every month for any works claimed as extra. - The contractor shall deliver in the office of the Executive Engineer, on or before the 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices mentioned in the contract or in

the Schedule of Rates in force, in the [District for the time being.] The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising, which at the date thereof he has or may claim or have against the Executive Engineer return under or in respect of, or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

Clause 7. Final certificate. - Without prejudice to the rights of Board under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to 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, walls, floors, or others 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, and, the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8. Payment on intermediate certificates to be regarded as advances. - No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill, thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Engineer-in-charge 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 only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under the conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or 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's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 9. Bills to be submitted monthly. - A bill shall be submitted by the contractor each month

on or before the date 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, before the expiry of ten days from the presentation of the bill. If the contractor does not 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, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 10. Bills to be on printed forms. - The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer-in-charge, and the charge 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.

Clause 11. - 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 is 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 therefor as hereinafter mentioned) being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning or effect of this control specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores 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 sums then due, or thereafter to become due to the contractor under the contract or otherwise, against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-Charge, and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Engineer-in-Charge 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 material unless with such consent, and shall have no claims 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.

Clause 12. Works to be executed in accordance with specifications, drawings, orders, etc. - The contractor shall execute the whole and every part to the work in the most substantial and workman like manner, and both as regards material and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully the design, drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in the office and to which the contractor, shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the

specification and of all such designs, drawings and instructions as aforesaid.

Clause 13. Removal of employed workman and foreman. - The Engineer-in-Charge shall have full powers at all times to object to the employment of any workman, foreman or other employee on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-Charge requesting the removal of any such man or men from the work the contractor to comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-Charge shall be re-employed or reinstated on the works by the contractor at any time except with the previous approval in writing or the Engineer-in-Charge. The contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workman, foreman or other employee.

Clause 14. Alterations in specification and designs. Do not invalidate contracts. Extension of time in consequence of alterations. Rates for works and in estimate or schedule of rates of the district. - The Engineer-in-Charge shall have power to make any alterations in or omissions from, additions to or substitutions for the original specifications, drawings, 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 the Engineer-in-Charge and such alterations, additions or substitutions shall not invalidate the contract; and any altered additional or substituted 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 same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class or work for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district, subject to the same percentage above or below as included in the contract and if such 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 or the order to carry out to the work inform the Engineer-in-Charge of the rate which it is his 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 cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly hereinbefore mentioned, then and in such case he shall 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 rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute the decision of the Executive Engineer shall be final.

Clause 15. No compensation for alteration in or restriction of work to be carried out. - If at any time after the commencement of the work the Board shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or Compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full that which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instruction which shall involve any curtailment of the work originally contemplated.

Clause 16. Compensation payable in case of bad work. - If 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 unskilful 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 a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Clause 17. Works to be open to inspection. Contractor or responsible Agent to be present. - All work under or in course of execution or executed in pursuance of the contract shall at all times to be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders 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.

Clause 18. Notice to be given before work is covered up. - 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 any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond

the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor' 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 19. Contractor liable for damage done and for imperfections for months after certificate. - If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, if they may be working on any building, road, fence, enclosure, or grass land, cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen, to the work, while in progress, from any cause whatever or any imperfections become apparent in it within three months after a certificate final or the other of its completion shall have 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 to be made good by other workman, and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from and sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit.

Clause 20. Contractor to supply plant, ladder, scaffolding's, etc. - The contractor shall supply at his own cost all materials except such special materials, if as may in accordance with the contract be supplied from the Engineer-in-Charge's stores, plants, tools, appliances implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor to and from the work. The contractors shall also supply without charge the requisite number of persons with 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 Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The contractor shall also provide all necessary fencing and 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 sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 21. Female labour. - No female labourer shall be employed within the limits of a Cantonment.

Clause 22. - No labourer below the age of twelve years shall be employed on the work.

Clause 23. - The contractor shall pay his labourer not less than the wages paid for similar work in the neighbourhood.

Clause 24. Work on Sunday. - No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

Clause 25. Contractor liable for payment of compensation to injured workman or in case death, to his relation. - In every case in which by virtue of the provisions of sub-section (1) of section 12 of the Workmen'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 rights of Board under sub-section (2) of section 12 of the said Act, Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Board to the contractor whether under this contract or otherwise.

Board shall not be bound to contest any claim made against it under sub-section (1) section 12 of the said Act except on the written request of the contractor and upon his giving to Board full security for all costs for which Board might become liable in consequence of contesting the claim.

Clause 26. Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing or contractor becomes insolvent. - The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract; or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do, or if any bribe, 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 officer or person in the employ of 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 thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of Board and the same consequence shall ensue as the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Clause 27. Sum payable by way of compensation to be considered as responsible compensation without reference to actual loss. - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damages sustained and whether or not any damages shall have been sustained.

Clause 28. Deductions of amounts due to Government on any account whatsoever to be remissible from sums payable to a contractor. - Any excess payment made so the contractor inadvertently or otherwise under this contract or any account whatever and any other sum found to be due to Board by the contractor in respect of his contract or any other contract, or work-order or on any account whatever, may be deducted from any sum whatsoever payable by Board to the contractor either in respect of this contract or any work order or contact or on any other account by any other department of the Government.

Clause 29. Changes in constitution of firm. - In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Clause 30. Works to be under direction of Executive Engineer. - All works to be executed under the contract shall be executed under the directions of and subject to the approval in all respects of the Executive Engineer of the Board 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.

Clause 31. Claim for payment of an extra-ordinary nature to be referred to Board for decision. - No claims for payment of an extraordinary nature, such as claims for a bonus for an extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to stand still through no fault of the contractor, shall be allowed unless and to extent that the same have been expressly sanctioned by the Board.

Clause 32. Arbitration Clause. - If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then same in so far as the decision of and such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the results of such termination shall be referred for arbitration to the authority nominated by the Chairman within one hundred and eighty days or six months from the payment of final bill to the contractor or from the date registered notice is sent to the contractor and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money only the amount, if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

"If the matter is not referred to arbitrator within the specified period, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely time barred."

Clause 33. Fluctuation in Railway freight. - Any fluctuations in Railway rates which may occur

during the subsistence of, and affecting freights of any material to be supplied under this contract shall be brought to the notice of the Engineer-in-Charge by the contractor within _____ days from _____ without prejudice to the rights of Board should the contractor had to comply with the above requirement any excess or charge on account of such increase or decrease shall be credited to or recoverable from the contractor. No alteration in contract rate shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, that is, fluctuation of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which form part of a finished work, for purposes of this clause. Similarly, no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

Clause 34. Lump sum in Estimate. - When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion or pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 35. Action where no specification. - In the case of any class of works for which there is no such specification as is mentioned in Rule 1; such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Incharge.

Clause 36. Definition of works. - The expression "works" or "work" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed 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, substituted or additional.

Clause 37. The percentage referred to in the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Board or direct) of (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of the district.

Clause 38. The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

* Here insert the official designation of the officer to the appointed as arbitrator.

Schedules showing approximately material to be supplied from the Board's Store for works contracted to be executed and the rates at which they are to be charged for :-

Particulars	Rates at which the material will be charged to the Contractor	Place of delivery
Unit	Rs P.	

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

(Signature of Contractor) Signature of