

LUMP SUM TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitations to tender posted in public places and signed by the Divisional Officer.

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 the 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 specifications, drawings and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer will also be opened for inspection by the contractor(s) at the office of Divisional Officer during office hours.
2. A tender by a firm 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., such power-of-attorney to be produced with the tender, and save in the case of a firm carried on by members of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
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 contractor(s) 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 receipts for the firm.
4. Any person who submits a tender must fill up the usual printed form, stating the sum of money for which he is willing to undertake the work. Only one sum shall be named. Tenders, which propose any alterations in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractor(s) who wish to tender for two or more work shall submit a separate tender for each. Tenders must have the name and number of the work to which they refer written outside the envelope.
5. The Divisional Officer or his duly authorised assistant will open tenders in the presence of any intending contractor(s) who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall there upon be given to the contractor(s) who shall thereupon for the purpose of the identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date which the tender is decided provided the contractor(s) present himself / themselves before the Executive Engineer to take the refund.
6. The Accepting authority reserves the right to reject any or all the tender without assigning any reason and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor(s) will not be considered as any acknowledgement of payment to the Divisional officer and the contractor(s) shall be responsible for seeing that he/they procure(s) receipt signed by the Divisional Officer of a duly authorised cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by NKDA and their issue rates, shall be filled in and completed in the office of the Divisional Officer 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 execution for the NKDA of the work specified in the underwritten memorandum within the time specified in such memorandum for the sum of Rs.

And in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule I hereof and in clause 7 of 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) | General Description | | |
| (b) | Earnest Money | Rs. | |
| (c) | Security Deposit (including earnest money) | Rs. | |
| (d) | Percentage, if any, to be deducted from bill | Rs. | (Rupees) percent |
| (e) | Time allowed for the work from the date of written order to commence | | months |

***In Figures as well in words**

- (a) If several sub-works are included they should be detailed in a separate list.
- (b) This deposit will vary from 1 percent to 10 percent of the amount of the contract as shown in the tender according to the requirement of the works.
- (c) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirement of the case. Where Security is taken are note to clause 2 of condition of contract.

Should 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 NKDA or his successors in office the sums of money mentioned in the said conditions, without prejudice to any other right of the NKDA. The sum of Rs. * is herewith forwarded in currency notes as earnest-money the full value of which is to be absolutely forfeited to the said NKDA office, without prejudice to any other rights or remedies of the said NKDA should I/we fail to commence the work specified in the above memorandum or (a) should I/we deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 2(A) of the said conditions of contract, otherwise the said sum of Rs shall be retained by NKDA as on account to such security deposit as aforesaid; or (b) the full value of which shall be retained by NKDA on account of the security deposit specified in clause 2(B) of the said contract.

The terms and conditions at the agreement have been explained to me/us and I/we certify that I/we clearly understand them.

Dated the _____ day of _____ 20____

Witness.

Address.

Occupation.

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

Dated the	Day of	20
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Give particulars and numbers.

Strike out (a) if no cash security deposit is to be taken.

Strike out (b) if no cash security deposit is to be taken.

Signature of contractor(s) before submission of tender.

Signature of witness to contractor(s) signature.

Signature of the officer by whom accepted.

Conditions of Contract

1. Interpretation clause.

NKDA means New Town Kolkata Development Authority

The Divisional Officer means the Executive Engineer for the time being the Division concerned.

The Chairman means the Chairman for the time being of the NKDA.

The expression "work" where used in this 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 placement, and whether original, substituted or additional.

Word importing the singular number only includes the plural number and vice versa.

2. The person (B) whose tender may be accepted [hereinafter called the contractor(s)] shall (A) within one day for a contract of Rs. 1,000 or less, two days for one of between Rs.2, 000 and so on, up to a limit of ten days of the receipt by him/them of the notification of the acceptance of his/their tender deposit with the Divisional Officer in cash or Government Security ended to the Divisional Officer (in deposited for than 12 months) with the amount of the earnest-money deposited by him / them with him / them tender to make up the full security deposits specified in the tender or (B) NKDA at the time of making any payment to him / them for work done under the contract to deduct such sum as will (with the earnest-money deposited by him / them amount to * percent of all moneys so payable, such deductions to be held by NKDA by way of security deposit) provided always that in the event of the contractor (s) depositing" a lump sum by way of security deposit as contemplated at (A) above, then and in such case. If the sum so deposited shall not amount to * percent, of the total amount of the contract as shown in the tender, it shall be lawful for NKDA at the time of making any payment to the contractor(s) for work done under the contract to make up the full percentage of percent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor(s) to NKDA under the terms of his / their contract may be deducted from, or paid by the sale of a sufficient part of his / their security deposit or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor(s) by NKDA on any account whatsoever, and in the event of his / their security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor(s) 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/their security deposit or any part thereof.

- 3) The contractor(s) is/are to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the intent and meaning of the drawings and specifications taken together, which are to be signed by the Divisional Officer and the contractor(s) whether the same may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably to be inferred therefrom and in case of any discrepancy between the drawings and specifications the Divisional Officer is to decide which shall be followed. The contractor(s) 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 costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor(s) be paid to compromise any claim by any such person.
- 4) The contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Divisional Officer, and during the progress of the work to amend on the requisition of Divisional Officer any errors which may arise therein and provide all the necessary labour, and materials for so doing. The contractor(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave the works in all respects cleans and perfect at the completion thereof.
- 5) Complete copies to the drawings and specifications signed by the Divisional Officer shall be furnished by him to the contractor(s) for his/their own use, and the same or copies thereof shall be kept by the contractor(s) on the site of the work.
- 6) 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 Divisional Officer and his subordinates and the contractor(s) shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Officer or his subordinate to visit the works shall have been given to the contractor(s), either himself /themselves be present to receive orders an instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given under this clause to the contractor(s) agent shall be considered to have same force if they had been given the contractor(s) himself / themselves. The Divisional Officer may require the contractor(s) to dismiss any person in the contractor(s)' employ upon the works that may in his opinion be incompetent or misconduct himself and the contractor(s) is/are forthwith to comply which such requirements.
- 7) The contractor(s) is/are not to vary or deviate from the drawings, specifications or instructions or execute any extra work of any kind whatsoever unless upon the authority of the Divisional Officer to be sufficiently shown by an order in writing or by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. If compliance with the Divisional Officer's aforesaid order, plan or drawing, approval involves extra work, and/or expense beyond that involved in the execution of the contract works, then unless the same were issued in consequence of same breach of this contract on the part of the contractor(s), the letter shall be entitled to be the price of the said work (to be valued as hereinafter provided) and/or the expense aforesaid.

- 8) The divisional Officer shall have power to make any alterations in, omissions from additions to or substitutions for, the original specifications, drawings and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor(s) shall be bound to carry out the work in accordance with any instructions which may be given to him/them in writing signed by the Divisional Officer. Such addition, omissions, alterations or substitutions shall not vitiate the contract, but shall be measured, valued and certified by the Divisional officer and added to or deducted, from the amount of the contract, as the case may be, at.....percentage (to be specified here by the Divisional Officer) below/above the schedule of rates ofdistrict which was in force at the time of the acceptance of the contract, In cases where the additional, altered or substituted work is not entered in the schedule of rates aforesaid the Contractor(s) shall within seven days of the date of his/ their receipt of the order to carry out the work inform the Divisional Officer of the rate which it is his/ their intention to charge for such class of work, and if the Divisional Officer 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(s) such commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then and in such case he/they shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him/them prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Divisional Officer. In cases of dispute, the decision of the Chairman shall be final.
- 9) The contractor(s) shall give not less than five days' notice in writing to Divisional Officer before covering up or otherwise placing beyond the reach of measurement any work in order that additions and alterations not covered by the original contract may be measured, and correct dimensions thereof be taken before the same are 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 Divisional Officer; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor(s) expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 10) All work and materials brought and left upon the ground by the contractor(s) or by his/their orders for the purpose of forming part of the works are to be considered to be the property of the NKDA and the same are not be removed or taken away by the contractor(s) or any other person without the special license and consent in writing of the Divisional Officer, but the NKDA is not to be in any way answerable for any loss or damage which may happen to or respect of any such work of materials either by the same being lost or stolen or injured by weather or otherwise.
- 11) The Divisional Officer has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specifications and in case of default the Divisional Officer is to be at liberty to employ other person to remove the same without being answerable or accountable for any lose on damage that may happen or arise to such materials. The Divisional Officer also have full power to require other proper materials to be constituted therefore and in case of default the Divisional Officer may cause the same to be supplied and all costs which may attach such removed and substitution are to be borne by the contractor(s).
- 12) If in the opinion of the Divisional Officer any of the works have been executed with improper materials or defective workmanship the contractor(s) is/are when required by the Divisional Officer or with to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) is so doing within a work the Divisional Officer is to have full power to employ other person to re-execute to the work and the cost thereof shall be borned by the contractor(s).

- 13) Any defects, shrinkage or other faults which may appear within six months from the completion of the building arising out of defective or improper materials or workmanship are upon the direction of the Divisional Officer to be amended and made good by the contractor(s) at his / their own cost (unless the Divisional Officer shall decide that NKDA ought to pay for same) and in case of default NKDA may recover from contractor(s) the cost of making good the works (of which the certificate of the Divisional Officer shall be final) from any sum that may be then or at any time thereafter may become, due to the contractor(s) by NKDA under the contract or otherwise, or from his / their security deposit, or the proceeds thereof or of a sufficient portion thereof.
- 14) From the commencement of the works to the completion of the same they are to be under the contractors' charge. The contractor(s) is / are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and to hold the NKDA harmless from any claims for injuries to person or for structural damage to property happening from any neglect, want of proper care or misconduct on the part of the contractor(s) or of any one of his / their employ during execution of the works.

If the contractor(s) or his / their work people or servant shall break, defect, injure or destroy any building in which they may be working or any buildings, road, road curbs, fence, enclosure, water-pipes, cable rains, electric or telephone posts, or wires, trees, grass land or cultivated land contiguous to the premises on which the work or any part of it is being executed the contractor(s) shall make good the same at his / their own or in default the Divisional Officer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Divisional Officer shall be final) from any sums that may be taken or at any time thereafter may become due to the contractor(s) by NKDA under the contract or otherwise, from his / their security deposits, or the proceeds thereof or of a sufficient portion thereof.

- 15) The Divisional Officer is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s) is / are to afford every reasonable facility during ordinary working hours provided that such operation shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is / are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.
- 16) The works comprised in this tender are to be commenced immediately on receipt of written orders from the Divisional Officer to commence work. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor(s) and shall be reckoned from the date on which the order to commence work is given to the contractor(s). The work shall throughout the stipulated period of the contract be proceeded with all diligence (time being deemed to be of the essence of the contract on the part of the contractor(s) and the contractor(s) shall pay as compensation an amount equal to one percent or such smaller amount as the Chairman (whose decision in writing shall be final) may decide on the amount of the contract 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(s) 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(s) failing to comply with this condition he / they shall be liable to pay as compensation an amount equal to one percent or such small amount as the Chairman (whose decision in writing shall be final) may decide on the same amount of the contract 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 percent of the amount of the contract as shown in the tender.

- 17) to any case in which under any clause or this contract the contractor(s) shall have rendered himself / themselves liable to pay compensation' amounting to the whole of his / their security deposit whether paid is one sum or deducted by installment) the Divisional Officer on behalf of the NKDA shall have power to adopt any of the following courses as he may deem best suited to the interest of NKDA.
- a) To rescind the contract of which recession notice in writing to the contractor(s) under the land of Divisional officer shall be conclusive evidence and in which case the security deposit of the contractor(s) shall stand forfeited and be absolutely at the disposal of NKDA.
 - b) To employ labour paid by the NKDA and to supply materials to carry out the work, or any part of the work debating the contractor(s) with the cost of labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive) against the contractor(s) and crediting him / them with the value of the work done the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor(s).
 - c) To take such part of the work as shall be unexecuted out of his/their hands, and to give it to another other contractor(s) 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(s) if the whole work had been executed by him/them (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by, the original contractor(s) and may be deducted from any money due of him/them by NKDA under the contract or otherwise of from his / their security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above course being adopted by the Divisional officer the contractor(s) shall have no claim to compensation for any lost sustained by him/them by reason of his/their having purchased or procure any materials, or entered into any engagements, of made any advances of the 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(s) shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he/they shall only be entitled to be paid the value so certified.

- 18) In any case in which any of the powers conferred upon the Divisional Officer by clause 17 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 here and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor(s) for which by any clause or clauses hereof he is / they are declared liable to pay compensation amounting to the whole of his/their security deposit and the liability of the contractor(s) for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers a of vested in him under the preceding clause he may. If he so desires the possession of all or any tools, plant materials and stores in or upon the work or the sale thereof belonging to the contractor(s) or procured by him / them 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 are not being applicable, at current market rates to be certified by the Division Officer whose certificate thereof shall be final, otherwise the Divisional Officer may be notice in writing to the contractor(s) or his/their clerk of the work foreman or other authorised agent require him/them to remove such tool plant, materials, or stores from the premises (within a time to be specific in such notice) and in the event or the contractor(s) failing to comply with such requisition the Divisional Officer may remove them contractor(s) expense or sell them by auction or private sale on account of the contractor(s) and at his / their risk in all respects, and the certificate of the Divisional Officer 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(s)

- 19) Provided nevertheless that if the contractor(s) shall be of that he is / they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of the inclement weather or causes not under the control of the contractor(s) in consequence of orders to that effect from the Divisional Officer which orders the Divisional Officer is hereby empowered to give him / them in any or either of such cases it shall be competent for Divisional Officer by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractor(s) is/are to complete the work within such extended period or periods as aforesaid. Provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall within three days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension give to the Divisional Officer written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the Divisional Officer shall in his discretion dispense with such notice and certify for and extension of time. Nevertheless and in case of any extension of time the aforesaid provisions for damages and their amount in default to due completion shall apply in case of non-completion of the works within the extended time. The Chairman for reasons stated may at his discretion waive the penalties of clause 16 even in absence of notice or certificate.
- 20) The contract shall not be assigned or sub-let without specific orders from NKDA in respect of a specified sub-contractor. And if the contractor(s) shall assign or sub-let his/their contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his/then- creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or be given, promised, or offered by the contractor(s) or any of his / their servants or agents to any public officer or person in the employ of NKDA in any case directly or his office employment or if any such officer or person shall become in any way directly or indirectly. Interested in the contract, the Divisional Officer may thereupon by notice in writing rescind title contract, and the security deposit of the contractor(s) shall thereupon stand forfeited and be absolutely at the deposit of NKDA and the same consequences shall ensure as if the contract had been rescinded under clause 17 hereof, and in addition the contractor(s) shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.
- 21) The contractor(s) shall be paid usually once a month commencing from the _____ a sum of _____ percent, of the total value of work done since the last payment according to the certificate of the Divisional Officer. When the work shall be completed, the contractor(s) is/are to be entitled to receive moneys due or payable to him/them under or by virtue of the contract excepts a sum of _____ percent, of the total value of work done which will be retained for six months after the case of completion of the work and refunded to the contractor(s) only if no derecs, shrinkage or other faults appear in the works. The payments on account will be made in lump sum according to the best estimate of the value of work done that can be made by the Divisional officer.

The final bill for the work will be based on the lump sum tendered modified where necessary to give effect to omissions, additions or variations from the prescribed drawings. Specifications and instructions, detailed measurements of such omissions, additions or variations being recorded.

Provided always that no final or other certificate is to cover or relieve the contractor(s) from his / their liability under the provision of clause 13 whether or not the same may be notified by the Divisional Officer at the time, or subsequently to the granting of any such certificate.
- 22) Payments due to the contractor(s) may if so directed by him, be made to his Bank instead of direct to him provided that the contractor furnishes to Engineer-in-charge.
 - (i) an authorisation in the form of a legally valid documents e.g., irrevocable power of attorney conferring authority on the Bank to receive payment; and

- (ii) his own acceptance of the correctness of the account made out as being due to him by NKDA or his signature on the bill or other claim preferred against NKDA, before settlement by the Engineer-in charge of the account or claim by payment, to the Bank.

While the receipt given by such Bank shall constitute and sufficient discharge for the payment, the contractor should, wherever possible, present his bill duly receipted and discharged through his Banker.

- 2) In case of bills, which the contractor(s) present(s) for payments direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquittance so far as NKDA is concerned. As part of the arrangement, the financing Bank should give NKDA letter to this effect.

Note 1: The performance will not effect the usual rights of NKDA to deduct from contractor(s) bills (whether endorsed in favour of a Bank or not) any sum due to NKDA on account of penalties, over payment etc. on this or any other contract with NKDA.

Note 2: Nothing herein contained shall operate to create in favour of the Bank any rights of equities vis-a-vis the NKDA.

- 23) A certificate of the Divisional Officer or an award of the referee hereinafter referred to, as the case may be showing the final balance due or payable to the contractor(s) is/are to be conclusive of the work having been duly complete and that the contractor(s) is / are entitled to receive payment of the final balance but without prejudice to the liability of the contractor(s) under the provisions clause 13 No. Such certificate shall however, be given, nor shall the work be considered to be completed until the contractor(s) shall have removed as required by clause 4 from the premises on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned of the dirt from all wood-work, doors, windows, walls floor or other parts of any building in, upon or about which the work is to be executed, of which he/they may have had possession for the purpose of the execution thereof nor until the additions, omissions and alternations referred to clause 8 shall have been measures by the Divisional Officer whose measurements shall be binding and conclusive against the contractor(s) if the contractor(s) 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 Divisional Officer may at the expense of the contractor(s) remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor(s) 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 realised by the sale thereof.

- 24) No female labour shall be employed within the limits of a cantonment.

- 25) No labour below the age of 12 (twelve) years shall be employed on the works.

- 26) a) The contractor(s) shall pay such wages as may be prescribed by the NKDA for the district in which the work is done and the any event such wages shall not be lower than the minimum rate of wages, according to the provision of the minimum wages Act. 1948.

- b) The contractor(s) shall notwithstanding the provisions of any contract or conditions to the contrary, cause to be paid to labourer indirectly engaged on the work including any labour engaged by his subcontractor in condition with the said work wages at the rate not in the event lower than the minimum rate of wages as if the labourers had been immediately employed by the contractor.
 - c) The Engineer-in -charge shall have the right to deduct from the moneys due to the contract, any sum required or estimated to be required for making good the loss suffered by a work or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the works, non-payment of wages or of deductions made from his/their wages which are not justified by their terms of the contract.
- 27) 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 NKDA without reference to the actual loss or damage, sustained, and whether or not any damage shall have been sustained.
- 28) In the case of a tender by partners, any change in the constitution of the firms shall be forthwith notified by the contractor(s) to the Divisional Officer for his information.
- 29) Any dispute that shall arise out of this contract the settlement of which is not therein provided for shall be decided by two arbitrators one to be appointed by each party or by an umpire to be appointed by arbitrators before proceeding with the reference, and the provision of the Act of 1940 as amended to date shall apply to any such reference.
- 30) If at any time after the commencement of the work the NKDA shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Divisional Officer shall give notice in writing of the contractor(s) who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages which, he/they might have derived from the execution of the work not in full but which he/they did not derive in consequence of the full amount of the work not having been carried out neither shall he/they have any claim for compensation by reasons of any alterations having been made in the original specifications, drawings and instructions which shall involve any curtailment or increase of the work as originally contemplate.
- 31) In the case of any class of work for which there is no such specific action as is mentioned in Rule I, 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 shall be carried out in all respects in accordance with the instructions and requirements of Divisional Officers.
- 32) The Divisional Officer shall supply the materials as shown in the attached schedule but does not undertake to take back form the party tendering either before or after the completion of work, or the termination of the agreement surplus material which were originally procured by the party tendering or were issued to him / them by NKDA. The Divisional Officer shall however have the option of purchasing any of the materials surplus to requirements at the local prevailing market rates provided that in the case of materials supplied by the NKDA the price shall not exceed that originally charged by the NKDA the party tendering is/are not to remove from the sale of works materials supplied to him / them for use on the works without the previous sanction obtained in writing of the Divisional Officer. The value of the full quantity of materials supplied under this clause and at the rates specified in schedule as aforesaid shall be set off against, or deducted from, any sum then due, or thereafter to become due to the contractor(s) under the contract or otherwise or against or form his/their security deposit or the proceeds thereof or a sufficient portion thereof.

- 33) In every case in which by virtue of the provisions of sections 12 sub-section (1) of the Workmen's Compensation Act. 1923. NKDA is obliged to pay compensations to workmen employed by the contractor(s) in executions of the works. NKDA will recover from the contractor(s) the amount of the compensation so paid and, without prejudice to the right of the NKDA under section 12 sub-section (2) of the said Act. NKDA 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 NKDA to the contractor(s) whether under this contract or otherwise.

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

- 34) All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Chairman, NKDA for the time being who shall be entitled to direct at what point(s) an in what manner they are to be commenced, and from time to time carried on.

Signature of Contractor(s).

Signature of Divisional Officer.

Schedule showing (approximately) materials to be supplied from the NKDA stores for work contracted to be executed and the rates of which they are to be charged for.

[illegible]

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

Signature of Contractor(s).

Signature of Divisional Officer.