

MONITORING REPORT

1. Name of Work:-

2. Estimated Cost:-

3. Executed Cost:-

4. Name of Agency:-

5. Date of Start:-

6. Date of Inspection:-

Technical Opinion

J.E M.C Rohtak

Inspection Report

M.E M.C Rohtak

Conclusion

XEN. M.C Rohtak

From :

Municipal Engineer
Municipal Corporation
Rohtak

To

Memo no. Dated

Subject:- Testing of cubes of cement concrete for Chemical Analysis.

In reference to the subject cited above.

Please find enclosed herewith _____ numbers of cement concrete bearing code _____ to _____ for the quality of work estimation.

So you are hereby requested to send the results alongwith bill for early payment.

Municipal Engineer
Municipal Corporation
Rohtak

From:-

Municipal Engineer-I
Municipal Corporation
Rohtak

To

Memo no. Dated

Subject:- **Testing of samples of Bituman Matteled Road.....**
.....
.....

Reference subject noted above.

Two nos. sample of 20 mm thick premix carpet are sent herewith for testing the same. You are therefore requested to sent the result their of. The testing fees is being sent herewith in cash with the bearer of samples.

DA:

Municipal Engineer-I
Municipal Corporation
Rohtak

In the court of Judicial Magistrate, Rohtak.

Municipal Corporation, Rohtak through _____ Complainant

Versus

Accused/Respondent

Complaint u/s 273 and 309(1) (c) of the Haryana Municipal Corporation Act, 1994 as amended up to date.

Sir,

The complainant respectfully submits as under :-

1. That the complainant is a corporate body established under Section 4(1) of the Haryana Municipal Corporation Act, 1994 and is capable of suit and being used in its name through its Commissioner. The Commissioner of the Municipal Corporation, Rohtak has delegated his power to file the present complaint against the accused named above Sh. _____
2. That the accused/respondent its owner/occupying the plot/premises situated at _____ and collected/allowed to keep a big heap of rubbish/filth in his plot and other polled and such is in the aroresaid plot/premises. The respondent/accrsed failed to make proper arrangement for the removal of deposit of such rubbish/filth and neglected to maintain the said plot/premises clean and in a hygienic manner. As per the provision of section 273 of the Haryana Municipal Corporation Act, 1994 which deals with the prohibition against accumulation of rubbish etc. In this manner the accused/respondent has violated the bye laws of the Haryana Municipal Corporation, Act, 1994 By this act the respondebt/accused is also causing nuisance to the inhabitants of the locality and committed an offence u/s 273 and 309(1) (c) of the Haryana Mubicipal Corporation Act, 1994.
3. That the accused has committed an offence punishable under the sections mentioned above within the Municipal Limits of Municipal Corporation, Rohtak, hence this Hon'ble Court has jurisdiction to entertain the present complaint.

In view of the facts mentioned above, it is prayed, that the accused/respondent may kindly be summoned in this case and be punished accordingly.

Place : Rohtak.

Dated :

Complainant

Municipal Corporation, Rohtak
through _____

In figures as well as in words.

TENDER FOR WORK

I/We hereby tender for the execution for the Municipal Committee of..... of the work specified in the under written memorandum within the time specified in such memorandum at present/below/above the rates entered in the estimate mentioned in rule I and in accordance in all respects with the specifications, designs, drawings and instructions in working referred to in the notice calling for tenders an in clause II of the annexed conditions and with such materials as are provided for by, and in air other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

- (a) if several sub-works are included they should be detailed in separate list
(a) General description
(b) Estimated cost Rs.
(c) Earnest money Rs.
(d) Security deposit (including earnest money) Rs.
(e) Percentage if any, to be deducted from bills Rs. percent
(f) Time allowed for the work from the date of written order to commence months.

Give particulars & numbers. should this tender be accepted I/We hereby agree to abide by, and fulfill all the terms and provisions of the said conditions of contract annexed here to so far an applicable or, in deposit thereof to forfeit any pay to the Municipality or its successors the sums of money mentioned in the said conditions. 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 municipality or its successors in office, without prejudice to any other rights or remedies of the said successors in office, should I/we fail to commence the work specified in the above memorandum (a) should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with the clause I (a) of the conditions of contract, otherwise the said sum of Rs..... shall be retained by the Municipal Committee as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Municipality on account of the security deposit specified in clause I (B) of the conditions of contract.

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

Strike out (b) if any cash security deposit is to be taken

Signature of the contractor before submission of tender

Signature of witnesses to contractor's signature

Address
Occupation
The tender is hereby accepted by me on behalf of the Municipal Committee of.....
Dated the.....day of.....
Witness
Dated the.....day of.....

CONDITIONS OF CONTRACT

Signature of the officer by whom accepted
Security deposit

Clause I—The person whose tender may be accepted (hereinafter called the contractor shall, (A) within ten days of the receipt by him of the notification of the acceptance of the tender, deposit with the Municipal Engineer in cash or Government securities endorsed to the Municipal Engineer if deposited for more than 12 months a sum sufficient with the amount of the earnest deposited by him with his tender to make up the full security deposited specified in the tender, or (B) permit the Municipality 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

.....MUNICIPALITY

Percentage Rate Tender & Contract for Works

GENERAL RULES & DIRECTION FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract shall be notified in the form of an invitation tender pasted on a board hung up in the office of, and signed by, the Municipal Engineer.
2. This form shall the work to be carried out, as well as the dates for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer & the percentage, if any, to be deducted from bills, Copies of the specifications, designs and drawings and $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$ and any other documents required in connection with the work, signed for the purpose of identification by the Municipal Engineer, shall also be open for inspection by the contractor at the office at the Municipal Engineer, during office hours.
3. In the event of the tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
4. Receipts for payment made on account of a work, when executed by a firm, shall also be signed by the several partners, except where the contractors, are described in their tender as a firm in which case the receipts shall 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.
5. Any person who submits a tender shall fill up the useful printed form stating at how much percent above or below the rates specified in the notice calling for tender he is willing to undertake the work. Only one rate of percentage more or less on all the estimated rates $\frac{\text{Estimated Rates}}{\text{Schedule Rates}}$ shall be named, tenders, which purpose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed carrying out the work or which contain any other conditions of any sort, shall 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.
6. The Municipal Engineer or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time & shall enter the amounts of the several tenders in a Comparative Statements 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 contractor who shall thereupon, for the purpose of identification sign copies of the specification and other documents mentioned in the notice calling for tenders. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenders shall thereupon be returned to the contractor making the same.
7. The Municipal Engineer shall have the right of rejecting all or any of the tenders.
8. The receipt of an accountant or clerk for any money paid by the contractor shall not be considered as any acknowledgement of payment to the Municipal Engineer, and the contractors shall be responsible for seeing that he Procures a receipt signed by the Municipal Engineer.
9. The Memorandum of work tender, for and the memorandum of materials to be supplied by the Municipal works Department and their issue rates shall be filled in and completed in the office of the Municipal Engineer, before the tender form is issued. If a form is issued to an intending tender without having being so filled in and completed the tenderer shall request the office to have this done before he completes and delivers his tenders.

by him) amount to ten percent of all money so payable such deductions to be held by the Municipal Committee by way of security deposit. All compensation or other sums of money payable by the contractor to the Municipal Committee under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposits or from the interest arising there from, or from any sums which may be due or may become due to the contractor by the Municipal Committee 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 sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

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 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 the diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Municipal Committee (whose decision in writing shall be final) may decide, the amount of the claim and cost of whole work as shown by the tender for every day that the work remain 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 fourths of the work, before three fourths 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 percent or such smaller amount as the Municipal Committee (whose decision in writing shall be final) may decide on the said estimated cost of whole work for everyday that the due quantity of the work remain incomplete. Provided always that the entry amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

Compensation for delay

Clause 3—In any case in which under any clause or clauses of 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 Municipal Engineer on behalf of the Municipal Committee, shall have power to adopt any of the following courses as he may deem best suited to the interests of the Committee.

Action when whole the security deposit is forfeited

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Municipal 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 Municipal Committee.
- (b) To employ labour paid by the Municipal 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 as to the amount of which cost and a price a certificate of the Municipal 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 the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Municipal Engineer as to the value of the work done shall be final 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 it to another contractor or 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 (as to the amount of which excess he certificate in writing of the Municipal 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 Municipal Committee 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 Municipal Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract, and in case the contract is 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 Municipal Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value so certified.

Contractor or remains liable to pay compensation if action not taken under clause 3

Clause 4—In any case in which any of the powers conferred upon the Municipal Engineer by clause 3 hereof, shall have become exercisable and the same or not exercised the non exercise thereof, shall not constitute waiver of any of the condition hereof and such power 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

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

amounting to the whole of security deposit, and liability of the contractor for past and future compensation shall remain unaffected. In the event of the Municipal 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, plant, materials and stores, in or upon the work or the site thereof or belonging to the contractor or procured by him and intending to be used for the execution of the work of and part thereof, paying or allowing for the same in account of the contractor rates or in case of these not being applicable, at current market rates to be certified by the Municipal Engineer whose certificate, thereof shall be final, otherwise the Municipal Engineer may, by notice in writing to the contractor or his clerk, of the works fourman or other authorised agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Municipal 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 Municipal Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any sale, shall be final and conclusive against the contractors.

Extension of time	<p>Clause 5—If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Municipal Engineer within 30 days from the date of the hinderance on account of which he desire such extension aforesaid and the Municipal Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion be necessary or proper.</p>
Final certificate	<p>Clause 6—On completion of the work, the contractor shall be furnished with a certificate by the Municipal Engineer of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which work has been executed all scaffolding surplus materials and rubbish, and cleaned of the dirt from all wood work, doors, windows, walls, floor or other part to any building in, upon or about which the works is to be executed, or of which he may have had possession for the purpose or execution thereof, or until the work shall have been measured by the Municipal Engineer or his subordinate in charge of the work, whose measurements 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 of dirt on before the date fixed for the completion of the work the Municipal Engineer may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he think fit and clean of 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 of surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p>
Payments intermediate certificate to be regarded as advances	<p>Clause 7—No payment shall be made for work estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and certificate of completion given. But in the case of the work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive monthly payment proportionate to the part thereof than approved and passed by the Municipal Engineer whose certificate of such approved and passing of the sum 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 unskilful work to be removed and taken away the reconstructed, or re erected or by considered as an admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim, not shall it conclude, determine or affect in any way the power of the Municipal Engineer under these conditions or any them as to the final settlement and adjustment of the accounts or otherwise or any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the date fixed for completion of the work otherwise the Municipal Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.</p>
Bills to be submitted monthly	<p>Clause 8— A bill shall be submitted by the contractor each month on or before the date fixed by the Municipal Engineer for all work executed in the previous month and the Municipal Engineer shall or take cause to be taken the requisite, measurements for the purpose of having the same verified and the claim, so 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 time fixed as aforesaid, the Municipal Engineer may dispute a subordinate to measure up the said work in the presence of the contractor whose counter-signature of the measurement list will be sufficient warrant, and the Municipal Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.</p>
Bill to be on printed forms	<p>Clause 9—The contractor shall submit all bills on the printed forms to be had on application at the office of the Municipal Engineer and the charges in the bills shall always be entered at the rates specified in the tender, or in the case of any extra work ordered in presence of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.</p>
Stores supplied by Municipal Committee	<p>Clause 10—If the specification or estimate of the work provided for the use of any special description of the materials to be supplied from the Municipal Engineer's store or if it is required that the contractor shall use certain stores to be provided by the Municipal</p>

Engineer (such materials and store, "and the price to be charged therefore as hereinafter mentioned being so far as practicable, for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with the 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 sums then due, or thereafter to become due to the contractor or otherwise under the contract against, or from the security deposit or the proceeds of sale thereof, if the same is held in Govt. securities, the same or a sufficient position thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Municipal Committee and shall not on any account be removed from the site of work & shall at all time be open the inspection by the Municipal Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contractor shall be returned to the Municipal Engineer's store, if by notice in writing under his hand he shall so require but the contractor shall not be entitled to be returned any such materials with such consent, and shall have no claim for compensation on account of any such materials so supplied to him aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 11—The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Municipal Engineer and lodged in his office and to which the contractor shall be entitled to have access at such office, or in the site of the work for the purpose if inspections during office hours, and the contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification and of all such designs drawings and instructions as aforesaid.

Works to be executed in accordance with specifications drawings orders etc.

Clause 12—The Municipal Engineer shall have power to make any alterations in omissions forms, 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 Municipal Engineer and such alterations omission addition or substitution 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 the same conditions in all respects in 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 completion of the work shall be extended in the proportion that the altered additional of substituted work bears to the original contract work and the certificate of the Municipal Engineer shall be conclusive as to such proportion, and if the altered additional of substituted work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rate entered in the scheduled rates of Municipality subject to the same percentage above or below as for the items included in the contract, and if such class of work is not entered in the schedule of rates of the Municipality then the contractor shall, within seven days of the date of his receipt of the order to carry out of the work, inform the Municipal Engineer of the rate which it is his intention to charge for such class of work, and if the Municipal Engineer does not agree to this rate he shall by notice in writing be at liability to cancel his order to carry out in 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 hereto before the rates shall have been determined as lastly hereinafter 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 aforesaid according to such rates as shall be fixed by the Municipal Engineer. In the event of a dispute, the decision of the Deputy Commissioner of the district shall be final.

Alterations in specifications and designs do not invalidate contracts Extension of time in consequence of alteration

Clause 13—If at any time after the commencement of the work the Municipal Committee shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Municipal Engineer 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 the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have and claim for compensation by reason of any alterations having been made in the original specification drawings designs and instructions which shall invoice any curtailment to the work as originally contemplated.

Rates for work not in estimate or in schedule of rates of the Municipality

Clause 14—If it shall appear to the Municipal Engineer 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 or the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or the contractor shall on demand in writing from the Municipal Engineer specifying the work, materials of articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith certify, or remove and re-construct 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 provided other proper & suitable materials or articles at his own proper charge and cost and, in the event of his failing to do so within the period to be specified by the Municipal Engineer in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while failure to do

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

Action and compensation payable in case of bad work

Works to be open to inspection	so shall continue, & in the case of any such failure the Municipal Engineer may certify or remove and re-execute the work or remove and replace with other, the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor.
Contractor or responsible Agent to be present	Clause 15—All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Municipal Engineer and his subordinates, & 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 Municipal Engineer 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 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.
Notice to the given before work covered up.	Clause 16—The contractor shall give not less than five day's notice in writing to the Municipal Engineer 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, any correct dimensions thereof be taken before the same is cover 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 Municipal Engineer or his subordinate in charge of the work, and if any work, shall not 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 the default thereof no payment or allowance shall be made for such work on the materials with which the same was executed.
Contractor liable for damage, done and/or imperfection for 6 months after certificate	Clause 17—If the contractor or his work people or servant shall break, deface, injure or destory any part of building in which they may be working or any buiding road enclosure or grass land, or 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 whatsoever or any imperfections become appealent in it within six months after a certificate final or other of it completion shall have been given by the Municipal Engineer as aforesaid, the contractor shall make the good at his own expense or in default, the Municipal Engineer may cause the same good by other workmen & deduct the expense (of which the certificate of Municipal Engineer shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit, or the proceeds of sale thereof, or a sufficient portion thereof.
Contractor supply plants ladders, scaffolding ect.	Clause 18—The contractor shall supply at his own cost all materials (except such special materials, if any, as may accordance with the contract be supplied from the Municipal Engineer's stores) plant, tools appliances, implements ladders cordage tackle scaffolding and temporary works requisite or proper execution of the work whether original, altered or substituted, and whether included in the specifications or other document 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 Municipal Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage 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 seating out works and couldting weighting 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 proved by the Municipal Engineer at the expense of the contractor and expense may be deduction from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provided all necessary fencing and lights required protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other proceeding at law that may be brought by any person for injoury sustained owing to neglect of the precaution, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such persons or which may with the cost of the contractor be paid to compromise any claim by any such person.
And is liable for damage arising from non-provision of lights, fencing etc.	
Works of Sundays	Clause 19—No work shall be done on Sundays without the sanction in writing of the Municipal Engineer.
Work not to be sublet Contract may be rescinded and security deposit forfeited for subletting or if contractor becon es insolvent	Clause 20—The contractor shall not be assigned on subject without the written approval of the Municipal Engineer, & if the contractor shall assign or subject his contract ot attempt so to do, or becomes the th insolvent or commance any insolvency proceeding or make any composition with his creditors attempts so to do or if any bridge gretuity gift loan requisit reward or advantage pecuntary or otherwise shall either directly or indirectly be given, promise, or offered by the contractors, or any of his servants or agent to any officers or persons in the employ of the committee 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 Municipal Engineer may thereupon be notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited & be absolutely at the disposal of the committee and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or paid or any work there or actually performed under the contract.

Clause 21—All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the committee without reference to the actual loss damage sustained, and whether or not any damage shall have been sustained.

Sumpayablebyway of compensation to be considered as reasonablecompensation without reference to actual case

Clause 22—In the case of a tender parents any charges in the constitution of the firm shall be forthwith notified by the c contractor to the Municipal Engineer for his information.

chanage in constitution

Clause 23—All works to be executed under the contractor shall be executed under the direction and subject to the approval in respects of the Municipal Engineer for the time being who shall be entitled to direct at what point or points and in what manner they or to be cdmmanded and from time to time carried on.

Works to be under direction of Municipal Engineer

Clause 23A—No claim for payment of an extraordinary nature such as claims for a bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of the Municipal Engineer or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have expressly sanctioned by the Municipal Committee.

Claims for payment of an extraordinary nature

Clause 24—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 save in so far as the decision of any such matter is hereinafter provided for and has been so decided, every such matter including whether its decision has been otherwise provided for 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 obligation of the parties as the result of such termination shall be referred for arbitration to the Superintending Engineer of the circle of Building & Raods Branch of the Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery of deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

Arbitration clause

Clause 25—The contractor shall obtain from the stores of the Municipal Engineer all stores and articles of European or American manufacture which may be required of the work or any part thereof or in making up articles required therefore or in connection there with unless he has obtained permission in writing from the Municipal Engineer to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Municipal Engineer shall ne debited to the contractor in his accounts at the rates shown in the schedule attached to the contract and they are not entered in the schedule, they shall be debited at cost price, which for the purpose of this contract shall include the cost cartage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Store of European an or American manufacture to from Municipal Engineer

Clause 26—When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall ne entitled to payment in respect of the itmes of work involved or 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 openion of the Municipal Engineer capable of measurements the Municipal Engineer may at his disceetion pay the lump sum amount entered in the estimate and the certificate in writing of the Municipal Engineer shall ne final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Lump sums in estimates

Clause 27—In the case of any class o, work for which there is no such specification as is mentioned in the notice calling for tenders such work shall be carried out in accordance with the Municipal specification and in the event of there being no Municipal specification then in such case the work shall ne carried out in all respects in accordance with the instructions and requirements of the Municipal Engineer.

Action where no specification

Clause 28—The expression 'works' or 'work' where used in these conditions shall unless there is something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or virtue of the contract to be executed whether tempory permanent and whether original altered, substituted or additional.

Defination o work

Clause 29—The Municipal Engineer shall not exercise any power conferred upon him these conditions as against the contractor except with the approval of the authority which accepted the tender.

Clause 30—The terms and conditions of the agreement have been explained to me/ us and I/we certify I/we clearly understand them.

(8)

Schedule showing (approximately materials to be supplied from the Municipal works Department stores for work contracted to be executed the rates at which they are to be charged for.

Particulars	Rates at which the materials will be charged to the Contractor			Place of Delivery
	Unit	Rs.	Ps.	

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

Signature of the contractor

Signature of the Municipal Engineer