

Works Department Manual

Volume II (Part I)

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ABBREVIATIONS

A.E.	Assistant engineer
A.G.	Accountant General
A.G.H.	Assistant Geohydrologyst
A/R	Annual Repairs
A.R.O.	Assistant Research Officer
B.M.	Bench mark
C.C.A.	Culturable Command Area
C.D.C.	Canal deputy Collector
C.E.	Chief Engineer
C.E.A.	Central electricity Authority
cm.	Centimeter
C.P.W.A.	Central Public Works Accounts
C.S.	Civil Surgeon
C.S.R.	Current Schedule of Rates
C.W.C.	Central Water Commission
C.T.E.	Chief Technical Examiner
cumec.	Cubic meter per second
D.A.	Divisional Accountant/Daily Allowance
Dept.	Department
D.G.S. & D.	Director General of Supplies and Disposals.
D.M.	District Magistrate
D.S.C.	Departmental Selection Committee
E.E.	Executive Engineer
e.g.	Exempli gratia/for example
E.I.	Embankment Inspector
E.-in-C.	Engineer-in-Chief
E/M	Electrical Mechanical
F.D.	Finance Department
Fin.	Financial
F.R.L.	Full Reservoir Level
G.A.D.	General Administration Department.

G.B.C.	General Book Circular
G.T.S.	Geodetic Traverse Survey
ha.	hectare
h.p.	horse power
I.D.	Irrigation Department
I.I.	Irrigation Inspector
I.S :	Indian Standard
km.	kilometer
L.D.C.	Lower Division Clerk
L.O.C.	Letter of Credit
L.P.C.	Last of Certificate
M.B.	Measurement Book
m.	Metre
M.P.	Madhya Pradesh
M.P.E.B.	Madhya Pradesh Electricity Board.
N.I.T.	Notice Inviting Tender
No.	Number
Paras.	Paragraphs
P.C.	Purchase Committee
P.H.E.D.	Public Health Engineering Department.
P.O.L.	Petrol, Oil and Lubricant
P.R.C.	Progress Reviewing Committee
P.W.A.F.	Public Works Accounts Form
P.W.D.	Public Works Department
R.A.	Research Assistant
R.R.C.	Revenue Recovery Certificate
R.A.	Research Assistant
R.R.C.	Revenue Recovery Certificate
Rs.	Rupees
R.D.	Revenue Department
R.L.	Reduced level
R.C.C.	Reinforced Cement Concrete

S.B.I.	State Bank of India
S.D.C.	Sub-Divisional Clerk
S.D.O.	Sub-Divisional Officer
S.E.	Superintending Engineer
S.K.	Store-keeper
S.No.	Serial Number
S.O.	Section Officer
S.R.	Supplementary rules
S. & S.	Survey and Settlement
T.A.	Travelling Allowance
T.O.	Treasury Officer
U.C.S.R.	Unified Current Schedule of Rates.
V.I.P.	Very Important Person
Vol.	Volume
viz.	Videlicet/namely
W.B.M.	Water Bound Meccadam
W.D.	Works Department, i.e., P.W.D., P.H.E.D., I.D.

APPENDIX 1. 01

(See paragraph 1.008)

FUNCTIONS AND POWERS OF CONTROL BOARD FOR MAJOR PROJECTS

The following functions and powers have been assigned to the Control Board vide Madhya Pradesh Government resolution Nos 1-1-MPS-33-71-320 and 322 both dated 22nd February 1973 published in the M.P.Government Gazette dated 11th January 1974.

- (i) supervise the investigation and preparation of project reports and execution of Major Irrigation Multipurpose Projects of the State selected by the State Government;
- (ii) examine and decide all proposals for preparation of designs and for obtaining expert advice ;
- (iii) examine and approve from time to time the delegation of such powers both technical and financial as it may be necessary, for the efficient execution of the projects to Chief Engineer and other officers concerned with the execution of the project ;
- (iv) examine and where necessary, lay down specification and schedule of rates for various classes of works with a view to sound and efficient execution of the project ;
- (v) approve all sub-estimates and contracts the cost of which exceeds the powers of sanction of the Chief Engineer;
- (vi) approval all proposals for execution of projects and establishments required provided budget provision is also made;
- (vii) approve all proposals for award of work or supplies on contract other than those based on public tenders and on detailed quantitative estimates and works allotted on work order basis or scheduled rates.
- (viii) frame rules as to delegation of powers and procedure for the purpose of carrying out its business ;
- (ix) decide on the programme of construction of different parts of the projects, keeping in view the funds available, the economics of the projects and the desirability of obtaining quick results ;

- (x) decide on the stage development of water power and withdrawals of water from the reservoir during the construction period for irrigation and power purposes with a view to secure best use of water availability ;
- (xi) decide the programme of resettlement of persons, scrutinize and approve the estimates of land reclamation and the expenditure incurred in resettlement and rehousing of displaced persons including land acquisition and connected charges ;
- (xii) receive such progress report as it may be prescribed both as to work and expenditure in the prescribed formats from the Chief Engineer and other officers, review the progress of different units of the projects and lay down steps to be taken to expedite the work ;
- (xiii) recommend suitable soil conservation measures and watershed management practices required to be taken in the catchment areas to the Government of M.P. and development measures in the command areas of the projects ;
- (xiv) recommend measures for the development of pisciculture in relation to the projects to the Government of Madhya Pradesh ;
- (xv) fix responsibility and recommend suitable disciplinary action in the case of officers of the projects ;
- (xvi) any other function that may be agreed upon between the Central Government and Government of Madhya Pradesh.

For carrying out the above functions the Board will be assisted by the Progress Reviewing Committee presided by the Chief Secretary to Government, M.P. with standing committees thereunder.

Progress Reviewing Committee

The P.R.C. has final powers to sanction tenders for construction of works, purchase etc. up to a limit of Rs. 50 lakhs for which budget provision has been made. In regard to tenders for construction of works and purchases exceeding Rs. 50 lakhs it shall submit its recommendations to the Board for final orders. The Committee has final powers to sanction creation of staff provided the necessary budget provision is made.

APPENDIX 1.02

(See paragraph 1.020)

SCALE OF STAFF ADMISSIBLE TO ENGINEER-IN-CHIEF'S OFFICE

S.No.	Name of post	No. of posts	Remarks
(1)	(2)	(3)	(4)
CLASS – I			
1.	Engineer-in-Chief		In the P.H.E.D., the Chief Engineer shall be from the
2.	Chief Engineer	1	Electrical/Mechanical discipline. In P.W.D. and Irrigation Departments, the Chief Engineer will be from the Civil discipline to deal with interstatal projects and internationally financed projects.
3.	Conservator of Forest	1	For I.D. only
4.	Superintending Engineer	5	The department-wise break up of disciplines from which the S.Es. will be drawn to make up a total strength of five will be as follows:- Irrigation Department P.W.D. : S.E. (Civil)-4 S.E. E/M-1, P.H.E.D. : S.E. (Civil)-3 S.E. E/M- 1 S.E. (Drilling Expert*-1)

5.	Joint Director of Publicity	1	For I.D. only
6.	Deputy Director of Publicity	1	For P.H.E.D. and PWD only
7.	Executive Engineer	5	Four E.Es. (Civil) and one E.E.,E/M
8.	Geologist	1	For I.D. only
9.	Hydrologist	1	For P.H.E.D. only

CLASS-II

10.	Assistant Engineer	16	
11.	Administrative Officer	1	For I.D. and PWD
12.	Accounts Officer	1	
13.	Assistant Director of Statistics	1	

CLASS-III

14.	Superintendent (Technical)	1	
15.	Superintendent	2	
16.	Assistant	10	
17.	Stenographer	8	Two senior grade Stenographers- one for E.-in-C. and one for attached C.E.- the rest six junior grade stenographers.
18.	Upper Division Clerk	26	
19.	Lower Division Clerk	16	
20.	Draftsman	6	

21.	Tracer	5
22.	Computer / Statistician	4
23.	Artist	1
24.	Photographer	1

CLASS-IV

25.	Book binder	1
26.	Litho Printer	1
27.	Press man	1
28.	Ferro printer	2
29.	Jamadar	1
30.	Daftari	2
31.	Peons	22

- Note.-** (1) The posts shall be filled up only after concurrence in each case is obtained from the Finance Department and posts got sanctioned from the competent authority.
- (2) Staff of the special cells which are created as and when required are not stated in above scale.

APPENDIX 1.03

(See paragraph 1.020)

**SCALE OF STAFF ADMISSIBLE TO
CHIEF ENGINEER'S OFFICE**

S.No.	Name of post	No. of posts	Remarks
(1)	(2)	(3)	(4)
CLASS-I			
1.	Chief Engineer		
2.	Superintending Engineer	2	(S.E. Design, S.E. Quality Control).
3.	Executive Engineer (Designs)	3	
4.	Engineering Administrative Officer (Executive Engineer)	1	
5.	Land Acquisition Officer	1	(for P.W.D. and I.D.)
6.	Labour Welfare Officer		As per norms.
7.	Geologist	1	(for P.H. E.D. and I.D.)
CLASS-II			
8.	Assistant Engineer	12	
9.	Accounts Officer	1	
CLASS-III			
10.	Assistant Statistical Office	1	

11.	Draughtsman	6	
12.	Technical Superintendent	1	
13.	Head Draughtsman	2	
14.	Assistant Draughtsman	6	
15.	Tracer	6	
16.	Superintendent	1	
17.	Assistant	8	
18.	Upper Division Clerk	8	
19.	Lower Division Clerk	14	
20.	Stenographer	3	(1 Senior grade, 2 Junior grade)
CLASS-IV			
21.	Daftari	2	
22.	Jamadar	1	
23.	Peon	14	

Note.- The posts shall be filled up only after concurrence is obtained in each case from the Finance Department and posts got sanctioned from the competent authority.

APPENDIX 1.04

(See paragraph 1.020)

Scale of Staff Admissible to Circle/Division/Sub-Division

S.No.	Name of posts	No. of posts for a			Remarks
		Circle	Division	Sub-Division	
(1)	(2)	(3)	(4)	(5)	(6)
<i>Class-1</i>					
1.	Superintending Engineer	.. 1	..	..	
2	Executive Engineer ..	.. 1	1	..	
<i>Class-II</i>					
3.	Assistant Engineer ..	.. 2	1	1	
4.	Hydro geologist	.. 1	..	..	Only for P.H.E.D.
<i>Class-III</i>					
5.	Sub-Engineer ..	.. 2	2	6	1 Sub-Engineer as a store keeper
6.	Head Draughtsman ..	.. 1	..	..	
7.	Draughtsman ..	.. 3	1	..	

8.	Computer (Statistician)	..	1	..	..
9.	A.D.M... ..	...	..	2	1
10.	Assistant (in Technical Section)		1	..	..
11.	L.D.C Do. ..		2	..	..
12.	Tracer ..	...	1	2	1
13.	Superintendent		1	..	..
14.	Divisional Accountant ..		..	1	..
15.	Assistants ..		3	..	..
16.	U.D.C. ..	..	6	6	1
17.	L.D.C. ..	..	14	8	2
18.	Stenographer ..	..	1	1	..
19.	Steno-typist ..	..	1	1	1
20.	Record- keeper ..	..	1	..	..
21.	Daftari ..	..	1	1	..
22.	Peon ..	..	8	4	2

Note.- The posts shall be filled up only after concurrence is obtained in each case from the Finance department and posts got sanctioned from the competent authority.

APPENDIX 1.05

(See paragraph 1.020)

Scale of Staff Admissible to Canal Deputy Collector's Office/Irrigation Tahsildar's Office/ Irrigation Inspector's Office

				C.D.C.'s Office	Irrigation Tahsildar's Office	I.I.'s Office
Reader (U.D.C. Scale)	..	..	..	1	1	..
Irrigation Inspector	..	..	..	1	1	..
Lower Division Clerk	..	..	..	1	1	..
Peon	..	..	..	1	1	..
Process Server	..	..	..	1	1	..
Amin	..	..	..	..	2	1

- Note.-**
1. The posts shall be filled up only after concurrence in each case is obtained from the Finance Deptt. and posts got sanctioned from the competent authority.
 2. After creation of post of Irrigation Deputy Collector, for words "Canal Deputy Collector'', read "Irrigation Deputy Collector''.

APPENDIX 1.06

(See paragraph 1.021)

NORMS OF WORK LOAD OF REVENUE ESTABLISHMENT

- | | | | |
|----|------------------------|---|--|
| 1. | Canal Deputy Collector | : | 1 for 10 Irrigation Tehsildar. |
| 2. | Irrigation Tehsildar | : | 1 for every 5 Irrigation Inspectors. |
| 3. | Irrigation Inspector | : | 1 for every 10 Amins. |
| 4. | Amins | : | 1 Amin for every 1,000 ha. in non – agreement area under Major/ Medium Project. |
| | | | Or |
| | | : | 2 Amin for every 1600 ha. in agreement area for Major/ Medium Projects. |
| | | | Or |
| | | : | 1 Amin for every 800 ha. of designed potential for agreement areas for minor schemes. |
| | | | Or |
| | | : | 1 Amin for every 600 ha. of designed potential in non-agreement areas for minor schemes. |

APPENDIX 1.07
(See paragraph 1.022)
Gazetted Establishment of the Works Departments
Class-1

E.-in-C. (I.D., P.W.D. and P.H.E.D.)
C.E. (Civil, Electrical and Mechanical) (I.D., P.W.D. and P.H.E.D.)
Conservator of Forest (I.D.)
S.E. (I.D., P.W.D. and P.H.E.D.)
Joint Director of Publicity (I.D.)
E.E.(Civil, Electrical and Mechanical) (I.D., P.W.D. and P.H.E.D.)
Senior Geohydrologist (Executive Engineer posted in Ground Water Survey of I.D.)
Deputy Director of Publicity (P.W.D. and P.H.E.D.)
Hydrogeologist , Class I (P.H.E.D.)
Biologist (P.H.E.D.)
Research Officer (I.D.)
Superintending Geologist (I.D.)
Senior Geologist (I.D.)
Geologist (I.D.)
Senior Geophysist (I.D.)
Senior Chemists (I.D.)
Land Acquisition Officer (I.D.)

Class-II

Assistant Engineers (Civil, Electrical and Mechanical) (I.D., P.W.D. and P.H.E.D.)
Assistant Geohydrologist (I.D.)
Account Officer (I.D., P.W.D. and P.H.E.D.)
Statistical Officer (I.D., P.W.D. and P.H.E.D.)
Administrative Officer (I.D., P.W.D.)
Chief Chemist (P.H.E.D.)
Assistant Research Officer (I.D. and P.W.D.)
Assistant Geologist (I.D.)
Assistant Geophysist (I.D.)
Assistant Chemist (I.D.)
Canal Deputy Collector (I.D.)
Hydrogeologist (P.H.E.D.)

APPENDIX 1.08

(See paragraph 1.023)

NON-GAZETTED ESTABLISHMENT OF WORKS DEPARTMENT STATE WIDE AND NON- STATE WIDE CADRES

A-Technical Executive

S.No.	Name of the Post	Irrigation Department	Public Works Department	Public Health Engineering Department	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Sub- Engineer, Select Grade	State-wide	State-wide	State-wide	
2.	Sub- Engineer, Ordinary Grade.	do	do	do	The State-wide and non State wide cadre descriptions are as per relevant recruitment rules of the concerned departments
3.	Irrigation Inspector	do	..	..	
4.	Reader to Canal Dy. Collector	do	..	..	
5.	Amin	do	..	..	
6.	Geological Survey Assistant	do	..	..	
5.	Geological Assistant	do	..	..	
8.	Junior Geologist	do	..	..	
9.	Geophysical Assistant	do	..	do	

10.	Technical Assistant	do	..	do	
11.	Drilling Engineer	..	..	State-wide	
12.	Foreman	..	..	do	
13.	Rig Operator	..	..	do	
14.	Assistant Operator	..	..	do	
15.	Driller	..	..	do	
16.	Surveyor	..	..	do	
17.	Mechanic/Supervisor	..	..	Non-state-wide	
18.	Sanitary Inspector	..	..	do	
19.	Mistry	..	..	do	
20.	Shift Driver	..	..	do	
21.	Pump Driver	..	..	do	
22.	Plumber	..	..	do	
23.	Meter Reader	..	..	do	
24.	Motor Mistry	..	..	Non-State-wide	
25.	Pipe Fitter	..	..	do	
26.	Shift Fitter	..	..	do	
27.	Motor Driver/Vehicle Driver	..	..	E.-in-C.'s office and C.E.'s office	Other offices
28.	Truck Driver	..	..	State-wide	Non-State-wide
				Non-State-wide	

29.	Jeep Driver	..	..	
30.	Lorry Driver	..	..	do
31.	Motor Boat Driver	..	..	do
32.	Form Superintendent <i>Cum-</i> Chemist	..	..	do
33.	Air Compressor Operator	..	..	do
34.	Air Compressor Driver	..	..	do
35.	Explosive Van Driver	..	..	do
36.	Filter Attendant	..	..	do
37.	Pump Attendant	..	..	do
38.	Welder and Turner	..	..	do
39.	Work Assistant/ Sub-Artificer	..	..	do
40	Motor Inspector	..	..	do
41	Sub-Inspector	..	..	do
42.	Electrician/Wiremen	..	..	do
43.	Fitter	..	..	do
44.	Filter Inspector Cum-Chemist	..	..	do

B-Technical Non - Executive

S. No.	Name of the Post	Irrigation Department	Public Works Department	Public Health Engineering Department	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Superintendent	State-wide	State-wide	State-wide	
2.	Head Draughtsman	do	do	do	
3.	Draughtsman	do	do	do	
4.	Assistant Draughtsman	do	do	do	
5.	Tracers	do	do	E.-in-C.'s office and C.E.'s office	Other offices
6.	Research Assistant	do	..	State wide	Non-State wide
7.	Chemist	do	do	Non-State wide	
8.	Assistant Chemist	do	do	do	
9.	Geochemical Assistant	do	do	do	
10.	Laboratory Assistant	do	..	do	
11.	Geochemical /Geophysical/Geological Assistant	do	do	do	
12.	Silt Analyst	do	do	do	
13.	Instrument Mechanic	do	..	..	
14.	Embankment Inspector	do	..	..	
15.	Technical Assistant	do	..	..	
16.	Litho Draftsman	do	..	..	

17. Laboratory Technician

do

..

..

C-Ministerial

S.No.	Name of the Post	Water Resources Department	Public Works Department	Public Health Engineering Department	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Superintendent	State-wide	State-wide	State-wide	
2.	Assistant Superintendent	do	do	do	
3.	Assistants	do	do	do	
4.	Upper Division Clerk	Non-State-wide	do	E.-in-C.'s Office and C.E.'s office State wide	Other offices Non-State-wide
5.	Auditor	..	do	do	
6.	Stenographer	State-wide	do	do	
7.	Lower Division Clerk	Non-State-wide	do	E.-in-C.'s and C.E.'s office State wide	Other offices Non-State-wide
8.	First Grade Clerk	..	Non-State- wide	Non-State-wide	
9.	Second Grade Clerk	..	do	do	
10.	Junior Account Officer	..	..	Non-State-wide	

11.	Statistical Assistant	State-wide	..	State-wide	
12.	Bill Clerk, Cashier	..	..	do	
13.	Stenotypist	Non-State-wide	..	E.-in-C.'s office and C.E.'s office State- wide	Other offices
14.	Accountant	..	..	State-wide	Non-State-wide
15.	L.D.C. Typist	..	..	E.-in-C.'s and C.E.'s office State-wide	Other offices

APPENDIX 1.09

(See paragraph 7.032)

Gradation List

Gradation List of.....as on 1st April 20 -----

S. No.	Name	Date of Birth	Date of appointment in the service	Date of appointment to the post to which gradation list pertains	Date of confirmation and post in which confirmed		Office where working on above mentioned date	Remarks
(1)	(2)	(3)	(4)	(5)	6(a)	6(b)	(7)	(8)

APPENDIX 1.10

(See paragraph 1.054)

RULES RELATING TO THE DEPARTMENTAL AND LANGUAGE EXAMINATION OF ASSISTANT ENGINEERS AND TECHNICAL OFFICERS OF WORKS DEPARTMENTS

Examination in Hindi

The candidate will be required :-

- (a) to make a written translation from Hindi into English of a petition dealing with matters connected with the department.
- (b) to make a written translation from English into Hindi of a reply to a petition in
 - (a). The translation must be free from errors of grammar, spelling and idioms. The hand-writing must be legible.
- (c) to converse with fluency and grammatical accuracy not only on matters falling within the scope of his official duties but also on matters of general interest. The conversation test should not include technical expressions concerned with subjects outside the scope of the W.D.

Note.- An officer whose mother tongue is Hindi or who proves to the satisfaction of the Superintending Engineer that he possesses a thorough knowledge of that language will not be required to appear in this examinations. The fact of his having passed the examination or exemption therefrom will be entered in service book.

Professional Examination in Engineering

This examination will consist of one paper in Engineering for Assistant Engineers.

The paper in Engineering will be designed to test the candidate's knowledge of methods of construction used in the State, of the materials found in the districts in which they have been employed and the methods of applying them, prescribed forms of agreements, rates of payment for items of work and the manner in which they are calculated, the management of workers and local orders and instructions regarding the preparation of projects and the design and construction of works of their respective department.

Questions will be asked from the syllabus prescribed separately for Assistant Engineers (Civil) working in I.D., P.W.D. and P.H.E.D. as mentioned in Appendices Nos. 1.11, 1.12 and 1.13 (Part I) respectively. Normally ten questions will be asked in Engineering paper out of which six will have to be answered of which one will be compulsory. Only preliminary aspects of design of structure will be asked by the examiner.

A common syllabus is prescribed in Appendix 1.14 for the Assistant Engineers E/M of W.R.D. and P.W.D. and questions will be asked from this having regard to their functional responsibilities.

The Assistant Engineers (E/M) of P.H.E.D. shall be examined in topics mentioned in Appendix 1.13 (Part II).

Syllabuses for the examinations of other technical officers in their respective disciplines will be prescribed by the Engineer-in-Chief.

Examination in Accounts

The paper in accounts will confine to matters which should be known to an officer in charge of a Sub-Division.

The syllabus for the accounts examination is given in Appendix 1.10-A. Normally eight questions will be asked in accounts paper out of which five will have to be answered.

Standard for passing

In all cases the pass standard is 50 percent of full marks assigned to each paper.

- (i) No marks will be assigned for the conversation test in the language examination but the candidate will be declared to have passed or failed. If he fails he will have to appear again for the whole of the examination in Hindi.
- (ii) In the event of failure in any part of the examination in Engineering and Accounts the candidate will be required to appear again only for the subject in which he has failed.

Penalties for not passing

An Assistant Engineer or other Class II technical officer will not draw third or subsequent increments until he has passed these examinations. On passing these examinations he will draw the rate of pay that he would have attained if his increments had not been stopped unless the Government directs otherwise.

Conduct of Examination

(a) The Hindi examination will be held in the office of the Collector in the months of April and October or on such dates as may be fixed by Government from time to time. It will be conducted under the control of the Collector by the Languages Examination Committee constituted by Government for the examination of civil officers.

The Collector will decide what time shall be allotted to each part of the examination. The assignment of marks and the publication of results will be dealt with as prescribed in the rules relating to the departmental examination for Deputy Collectors.

Note.- The Superintending Engineer will intimate the names of the officers who intend to appear at this examination to Collector concerned by the 25th March and 25th September each year.

(b) The Engineering and Accounts Examinations will be conducted by the committee constituted by the E.-in-C. consisting of one C.E. and two senior officers of the engineering establishment. It will be held in 2nd week of September each year at the places to be decided by the committee. The centres of the examination shall be declared by the committee in 2nd week of July each year. The question paper in Accounts will be set and answer books valued by an officer of the A.G.'s office nominated by the A.G. The C.E. appointed to the committee will be responsible for setting the question paper and valuing the answer books in Engineering. He will also arrange with the A.G. for setting the question papers and valuation of the answer books in Accounts. He will also decide what time shall be allotted to each part of the examination. He will forward to the E.-in-C. the question papers, answer books, a tabular statement of marks and recommendations of the committee. The E.-in-C. will decide which A.Es. and technical officers have passed and shall declare the results.

APPENDIX 1.10 A

(See paragraph 1.054)

SYLLABUS FOR ACCOUNTS

EXAMINATION OF ASSISTANT ENGINEERS

1. Works Accounts

- (a) Muster roll, payments to labourers, arrears of wages; labour recruitment, advance to labour and their recoveries.
- (b) Measurement books:- Use and maintenance of measurement books; standard measurement books.
- (c) Bills, various types of bills and vouchers, preparation examination and payment. Hand receipt, deposits.
- (d) Advances to the contractors.
- (e) Issue of materials to contractors, adjustments, works abstract; register of works; contractor ledger, schedule of rates.

2. Cash

- (a) Mode of obtaining cash from banks and treasuries and custody of cash.
- (b) Payment of bills and vouchers; remittance in treasuries.
- (c) Cash book, upkeep, balancing, rectification of errors, verification ; typical entries of advances, cheques and bills.
- (d) Imprest, temporary advance, cheque books and receipt books.
- (e) Chargeable heads of account.

3. Store

- a. Stock and Tools and Plants:- Procurement, storage; receipt, issues, returns; checking, physical verification, issue rates, survey report, suspense account.
- b. Material at site accounts, Omnibus Transfer Entry Orders, C.S.A.

4. Contractors

- c. Various Types of agreements, contractors' bills piece-work and contract work, aid and advances to contractors.
- d. Labour laws, Minimums Wages Act, Workmen's Compensation Act.

(5) Accounts Returns

Compilation of accounts; monthly account, duties and functions of S.D.O.

APPENDIX 1.11

(See paragraph 1.054)

SYLLABUS FOR THE PROFESSIONAL EXAMINATION IN ENGINEERING FOR THE ASSISTANT ENGINEER (CIVIL) OF WATER RESOURCES DEPARTMENT

1. Investigation and Planning of Projects

- (a) River basins of M.P., Water resources of M.P., master plans of rivers.
Topo–Sheet studies:- Identification of projects, project analysis, master plan of basin and sub-basin , investigation for projects, field surveys for head works and canals.
- (b) Types of schemes:- Storage works, diversion works, lift irrigation schemes, hydro power projects, multipurpose projects, selection, criteria for different types of schemes, surface water and ground water development, conjunctive use of ground water and surface water.
- (c) Hydrological analysis, yield, floods, hydrological measurement of stream flows, gauge discharge stations, rainfall observations.
- (d) Soil and materials investigation, fixing borrow areas, quarries, laboratory and field tests, design parameters.
- (e) Geological investigations for foundations including drilling, logging of bore holes, water loss tests.
- (f) Land and property surveys in submergence area, fixing up reference points, environmental, socioeconomics surveys.
- (g) Project Preparation-Various chapters to be included, stage-I estimate, tender provisions, cost benefit studies.

2. Designs

- (a) Upstream reserve for projects, empirical formulae, unit hydrograph, flood disposal provision for storage works, diversion works.

- (b) Command area details, existing crop pattern, proposed crop pattern, intensity of Irrigation, water requirements of crops, cut off statement for canals, distribution system.
- (c) Fixing reservoir storage capacity, determination of F.R.L., M.D.D.L., flood routing, dead storage, free board, wave height,
- (d) Type of headwork.- Earth dam, masonry dam, wiers and barrages, considerations for types of headworks.
- (e) General design criteria for earth dam and its components.
- (f) General design criteria for masonry/concrete dam and its component and model studies, design of spillways in dams.
- (g) General Design criteria for diversion works.
- (h) Design of head regulators and other canal structures.
- (f) Design of canals, distributory system.
- (g) Instrumentation for earth dams and masonry dams.

3. Construction

- (a) Construction management–construction programme, CPM-PERT Techniques, Management of men, material, machinery, funds.
- (b) Land acquisition and rehabilitation river diversion works, coffer dams, dewatering,.
- (c) Excavation in soil and rock.
- (d) Construction of earthen dam, specifications.
- (e) Construction of masonry/concrete dams, specifications.
- (f) Drilling and grouting.
- (g) Construction of canals, lining works and canal structures.
- (h) Safety requirement at project site, lay out of haul -roads, scaffolding and centering , handling of various types of equipment and machinery required for construction.
- (i) Quality control- field and laboratory tests.
- (j) Maintenance of records-Project drawings, working drawings, completion drawings.

(4) Maintenance and Operation

- (a) Maintenance of headworks.
- (a) Maintenance of canals, head regulator and canal structures.
- (c) Operation of canals, distribution of supplies at right time in right quantities.
- (d) Annual inspection of works, annual and special repairs estimates.
- (e) Irrigation Act, rules and executive instructions operation of the Act, supply of water, recovery of revenue, maintenance of record.
- (f) Ayacut development, full utilisation of irrigation potential, operational efficiency, field water losses, evaluation of benefits from projects.

(5) Lift Irrigation

- (a) Preliminary investigation for site, gauging discharges, collection of hydraulic data, analysis of water for suitability,.
- (b) Lifting devices e.g. pumps (oil or electric), calculations for B.H.P., approximate cost of materials required for running and running cost.
- (c) Crop planning- distribution of water.
- (d) Design and construction of channels and water courses.
- (e) Auxiliary structures Like engine house, pump well, delivery chamber etc., their design and construction.
- (f) Measurement of supply- various devices. Maintenance of schemes.
- (g) Determination of water rates.
- (h) Maintenance of schemes.

APPENDIX 1.12

(See paragraph 1.054)

SYLLABUS FOR THE PROFESSIONAL EXAMINATION OF ASSISTANT ENGINEERS (CIVIL) OF PUBLIC WORKS DEPARTMENT

General:-

(1) Materials,

- (a) Methods of manufacture, extraction etc.
- (b) Specifications regarding quality, strength, uses in various applications of the building material viz stones, metal, sand, bricks, tiles, glass, limes, cements, timber, steel, asphalt etc.
- (c) Soils-Classification and properties–Load bearing capacities, settlements, cracking etc.

(2) Construction- (A) Buildings

- (a) Various Types of foundations, roofs etc.
- (b) General principles of design of foundations super structure, roofs etc.
- (c) Scaffolding, centering etc. types, methods of design execution, precautions to be observed.
- (d) Flooring- Types, specifications.
- (e) Doors and windows–Types, including steel windows and aluminium doors, standards.
- (f) Stair cases-Types and design.
- (g) Mortars- Types, proportions for different items of work, specifications-in construction and in plastering.
- (h) Concrete-Types proportions, nominal mix, design mix, strength.
- (i) Sanitary and water supply installations-Internal and external planning, design and construction.
- (j) Fundamental of Electrical installations in buildings.

(B) Roads

- (a) Classification :-(1) NH, SH, MDR, ODR,
(2) Cement concrete, asphalted, water bound macadam, fair weather.
- (b) Standard width for land, formation, crust for the various categories:-
- (c) General principles of alignment, road drainage, gradients.
- (d) Culverts-Surveys, catchment areas, calculation of water way required, Types of culverts, sections of abutments, piers, decking etc.
- (e) Curves- Types, layout, minimum radius prescribed for various types of roads and speeds.
- (f) Specifications for (i) earth work (ii) road making materials (iii) compaction for moorum, metal and (iv) asphaltic surfaces.
- (g) Kilometer stones, road signs, name boards, caution boards, IRC standards therefor.
- (h) Road side arboriculture.
- (i) Designs of road crusts, thickness, width, curves, grades etc. with respect to traffic intensity, soil conditions, nature of traffic etc.

(C) Bridges

- (a) Categories:-
 - (1) Based on size-(i) Major (ii) Medium.
 - (2) Based on type-(i) RCC slab (ii) Arches
(iii) Prestressed decking.
- (b) Selection of site- Criteria.
- (c) Survey of catchment area- calculation of water way, spans, heights, standard loadings and their effects on the design of foundation, substructure and superstructure.
- (d) Foundation :- Types (open well, pile, raft) designs, methods of execution, dewatering coffer dams–their construction, diversion of river course, methods of well sinking, calculation scour depth etc.
- (e) Substructure:- Types (Stone masonry, PCC, RCC, Solid or cellular, for piers, abutments), wing walls-design and construction for various types, in stone, cement concrete –stability calculations.

- (f) Superstructures:- Types (arch, PCC, prestressed etc. designs, precautions to be observed in execution.
- (g) Bearings:- Types and uses.
- (h) Railings:- Types.
- (i) Approaches:- Geometrics, precautions to be observed in earth work etc.

- General:-**
- (1) Works Department Manual.
 - (2) Schedule of rates, analysis of rates, standard specifications.
 - (3) Management and organisation of scarcity works.
 - (4) PERT and CPM Techniques-

APPENDIX 1.13

(See paragraph 1.054)

Part I

SYLLABUS FOR THE PROFESSIONAL EXAMINATION OF ASSISTANT ENGINEER (CIVIL) OF P.H.E.D.

(1) General:

- (i) Survey for project preparation with special reference to chain survey, compass survey, levelling, contouring, G.T.S. bench marks, toposheet Recording of survey data in level books, field books etc.
- (ii) Provisions made in the National Building Code published by the Indian Standards Institution.
- (iii) Standard specifications, schedule of rates inforce in the Department and estimating procedure.
- (iv) Design of RCC /Steel/Masonry structures.
- (v) Quality standards and field/laboratory testing procedure for items like cement, sand, metal, bricks, cement concrete etc.
- (vi) P.E.R.T. and C.P.M. Techniques.

(2) Public Health Engineering:

- (i) Topics in the current Manuals on water supply and Sanitation Engineering published by the Central Public Health Engineering and Environmental Organisation, Government of India.
- (ii) P.H.E. Departmental Specifications and practices.
- (iii) Water supply and sanitation conditions in C.G. with special reference to the C.G. Government policies about urban/rural water supply/sanitation programmes.
- (iv) Special programmes in execution with the assistance of other nations and international organisations, World Bank etc.
- (v) Several types of drilling rigs in the department. The types of hand pumps in use in rural areas and the procedure for their maintenance.

- (vi) Government rules for maintenance of water works, practices in maintenance of water works and sewage works including distribution, metering, billing, revenue collection, quality control etc.

Part –II

SYLLABUS FOR PROFESSIONAL ENGINEERING EXAMINATION OF ASSISTANT ENGINEER (E/M) P.H.E.D.

- (a) Syllabus for the candidates of W.R.D. & P.W.D. as given in Appendix 1.14.
- (b)
 - (i) General principles of water and sewage treatment, electrical and mechanical machineries and equipments used in water supply and sewage collection and treatment works, their specifications, installation, preventive maintenance and repairs.
 - (ii) Radial gates, silt extractors-installation, use, preventive of maintenance and repairs.
 - (iii) Air compressors and their uses in P.H.E. work like yield tests, drilling, dewatering, operating vibrators etc.
 - (iv) Various types of drilling rigs slow/fast, rotary/pneumatic, their working and maintenance.
 - (v) Various types of hand pumps, their installation, maintenance and repairs.
 - (vi) Workshops- its machineries and equipment, lay-out.
 - (vii) Tube well construction in various geological formations.
 - (viii) Supply of water in emergencies through tankers etc. Arrangement of water supply during fairs and congregations.

APPENDIX 1.14

(See paragraph 1.057)

SYLLABUS FOR PROFESSIONAL EXAMINATION OF ASSISTANT ENGINEERS (E/M) OF I.D. AND P.W.D.

Part I-Equipments and their Uses

1. Basic Principles and Devices:

Gears-Simple, Differential-transmission or change speed gearing-Synchromesh transmission-fluid coupling-Torque converters-Clutches-Breakes-Transmission of power-Pneumatic tyres-Crawlers-Steel wire rope-Bearings.

2. Prime Movers:

Classification-Operation cycles-performance and rating of I.C. Engines-Construction of internal combustion engines-Auxillary manifolds-Air-cleaner-Lubrication system-Cooling system-Fuels-Regulations of I.C. Engines-Types of Governors-I.C. Engines at high altitudes.

3. Earthmoving Equipment (for W.R.D. only):

Excavators-Basic-shovel-attachments-Dipper shovel-power shovel operation-Dragline-operation-Clamshell-Comparison of different shovel excavators-Hydraulically powered excavators versus wheeled tractors-Ratings of tractors-Tractor units-Construction-Ground drive-power take-off-Tractors in earth moving-Bulldozer Attachment of dozer-Tractors loader-Belt loader-Ripper-Scraper Scraper Construction-Scraper operation and application bowl operation of scrapers-Motor grader-Motor grader operation-Earth compactors.

4. Hauling Equipment:

Highway trucks-Truck construction-Trucks with 4 wheel drive-truck brakes-Air brakes in trucks-Air brakes in trailers-dump trucks-Rear dump trucks-Dumpers-Use of dump trucks as earth haulers-Trailers-Tractors for hauling work.

5. Hoisting Equipment:

Hoist winch-Fiber rope-Hoisting chains and hooks-slings-chain hoists-jacks-Hoist winches-Fork trucks-Cranes Mobile cranes-Tower-Cranes-Safety devices in cranes-Overhead on gantry cranes-Safety in crane operation.

6. Conveying Equipment: (For I.D. and P.W.D. only)

Screw conveyor-Bucket conveyor-bucket elevator-Band or belt conveyor-Types of belts, Rubber-belts-Damage to belt-angle of incline of conveyors-Belt speeds-Magnetic separation on belt conveyor-Elevator belts-Idlers-Spacing of, idlers-Drivers-Transmission of driving power-Tandem drive-Wear on pulleys and lagging-Loading hoppers and chutes-capacity of conveyor and horse power required-Crooked running of belts-Belt fastening-Pneumatic conveyors.

7. Pneumatic Equipment:

Air consumption of pneumatic tools-Pneumatized air system-Air compressor-Reciprocating compressors performance-Selection of compressor-prime movers for compressors-Compressors regulation-Rotary compressor-Axial flow compressor – portable compressors-In take pipe and air filter-Intercoolers and after coolers Oil separator-Air discharge Pipe –Air receiver, Drying of compressed-Air Distribution system for compressed air, Centralized plants-Maintenance of proper air pressure in the system-Air operated tools jack hammer-Drill bits and steels-Diamond bits-Auger drills-Fitting of air tools-Precautions in use of pneumatic tools.

8. Pumping and Dewatering Equipment:

Classification of pumps-Types of pumps-Characteristics of modern pumps-Reciprocating pumps-Advantages and disadvantages of reciprocating pumps-suction requirement of reciprocating pump-Installation of reciprocating pump-Centrifugal pumps-Construction of centrifugal pumps, Sealing-ring-Bearing- Stuffing box –Diffuser type-centrifugal pumps—Multiple motor-pumps-Specification of centrifugal pumps and their selection, shaft driven turbine bore hole pumps-submercible turbine pumps-sludge pumps-Centrifugal non-Clogging pumps-suction piping-Delivery piping Power required for a pumps-Dewatering plant-sump pumping.

9. Aggregate and Concrete Production Equipment :

Crusher-jaw-crusher-hammer mill, Roll crusher, Feeders and grizzlies-Screens –Revolving-Screens-shanking screen s-Vibrating Screens-washers-portable aggregate plant-Concrete mixers placer-Pneumatic vibrators for concrete.

10. Piles and Pile Driving Equipment :

Pile driving rigs-Types of driving rigs-skid mounted vertical rigs-skid mounted raking rigs-Transportable rigs-Types of piles-Driving hammers-Drop hammer lubrication-winches.

11. Production estimates and Sizing and Matching:

Cycle time-Corrections for cycle time-job and Management Factors-Production estimates for excavator-Soil properties affecting measurement, capacity ratings of equipment, Output of motor graders-Output of compactors –Output of aggregate processing plant-Output of concrete producing plant-production estimates for other equipment.

12. Planning and Selection of Construction Equipment:

Advantage of using machines-Disadvantage of using machines, advantage of using manual labour-Disadvantage of using manual labour.

13. Welding Equipment:

Selection of electrodes-Electrode rods-Types of cast iron low hydrogen electrodes-Effect of moisture and storage conditions-Welding T/1 and T/2 (Type-A) steel-Hard facing-general instruction for the welding of excavator parts.

14. Road Rollers (For P.W.D. only) :

Types, selection, deployment, operation, economics of operation, maintenance.

Part II-Maintenance

1. Preventive Maintenance and Repairs:

Preventive Maintenance-Availability of spare Parts-Interchangeability of spare parts-Inventory management , application of inventory model-stock planning through ABC analysis-Principles aspects and maintenance, Servicing and servicing facilities-Field repairs facilities-Inspection of equipment-tools and aides of maintenance , requirement of construction equipment-storage and handling of lubricant-Maintenance and Servicing of Important of components-Maintenance of engines-Power transmission systems-tubes and tires crane excavator-workshop for major repairs-cost of preventive maintenance.

2. Tools and Maintenance :

Steam cleaning-handling tools, machine tools-requisition of spare parts-training of personnel, layout of shops.

3. Tyre Maintenance :

Function importance of correct tyre inflation-overloading-Bleeding-Effect of different types of road surfaces, mechanical faults-Maintenance tyre, Hours, Kilometer recording system, repairing and retreading.

4. Requirment and Service problem of pistons and piston rings:

Basic requirements-Abnormal combustion, Run in procedure Honing-Chromplated piston rings scoring-Maintenance steps-Detonation and preignition piston ring coating-Top grove wear-Corrosion control.

5. Fuel Injection Equipment :

Function and operation-Timing and lubrication Fuel Injection nozzles and maintenance, Operation and Maintenance of Governors Cummins “PT” fuel system.

6. Batteries :

Types of storage batteries-Lead acid batteries-Construction-Maintenance and service-Trouble shooting-Care in winter.

7. Safety in works and in workshops.

8. Factory Act and workmen’s compensation Act.

Part –III-Electrical Engineering

- (1) Difference between A.C. and D.C. currents.
- (2) Domestic and Industial wiring system.
- (3) Transmition system H.T. and L.T.
- (4) Single phase and three phase electric motor and Generator with Protection devices.
- (5) Various Types of starters and their specification, application along with the essential electrical components.
- (6) Electric cable and wires and their selection for various electrical works.
- (7) Electrical maintenance system, precautions for elimination accidents and loses.
- (8) General knowledge about electrical instruments and measurements.

Part IV –Gates (For W.R.D. only)

- (1) Types of gates and their application.
- (2) Maintenance, repairs and inspection of gates.
- (3) Various types of sealing arrangements required in gate fabrication.
- (4) Types of hoisting devices and their specifications.
- (5) Erection and alignment of gates.
- (6) General design of civil structures and the essential provision for easy maintenance of vertically lifting gates.

APPENDIX 1.15

(See paragraph 1.057)

RULES RELATING TO THE DEPARTMENTAL EXAMINATION FOR THE SUB-ENGINEERS AND TECHNICAL EXECUTIVE SUBORDINATES OF WORKS DEPARTMENT

Professional Examination in Engineering

This will consists of one paper in Engineering for Sub-Engineers.

The paper in Engineering will be designed to test the candidates' knowledge of methods of construction used in the State and of the materials found in the districts in which they have been employed and the methods of applying them, prescribed forms of agreement, rates of payment for items of work and the manner in which they are calculated, the management of work people and local orders and instructions regarding the preparation of projects and the design and construction of works of their concerned department.

Questions will be asked from the syllabus prescribed for Sub-Engineer (Civil) working in I.D., P.W.D. and P.H.E.D. in Appendices 1.16 , 1.17 and 1.18, (A) respectively. Normally ten questions will be asked in Engineering paper out of which six will have to be answered of which one will be compulsory. Only preliminary aspects of design of structure will be asked.

A common syllabus is prescribed in Appendix 1.19 for the Sub-Engineers E/M of I.D. and P.W.D. and questions will have regard to their functional responsibilities. The Sub-Engineers E/M of P.H.E.D. shall be examined in topics mentioned in Appendix 1.18 (B).

Syllabus for the examinations of other technical subordinates in their respective cadre will be prescribed separately.

Examination in Accounts

The paper in account will be confined to matters which should be known to a Sub-Engineer incharge of department works. This will be common to all officers of the works departments. The syllabus for the account examination is given in Appendix 1.19-A. Normally eight questions will be asked in accounts paper out of which five have to be answered.

Conduct of the Examination

The Engineering and Account Examinations will be conducted by the committee constituted by the Engineer-in-Chief consisting of one Chief Engineer and two senior officers of the Engineering Establishment. It will be held at places to be decided by the Engineer-in-Chief in 2nd week of September each year. The question paper in Account will be set and answer books valued by an office of the Accountant General's office nominated by the Accountant General. The Chief Engineer appointed to the committee will be responsible for setting the question paper and valuing the answer books in Engineering. He will also arrange with the Accountant General for setting the question papers and valuation of the answer books in Accounts. He will also decide what time shall be allotted to each part of the examination. He will forward to the Engineer-in-Chief question paper, answer books, a tabular statement of marks and recommendations of the committee. The Engineer-in-Chief will decide which Sub-Engineers and Technical subordinate have passed and shall declare the results.

Standards for Passing

In all cases the pass standard is 50 percent of full marks assigned to each paper.

APPENDIX 1.16

(See paragraph 1.057)

SYLLABUS FOR PROFESSIONAL EXAMINATION IN ENGINEERING FOR THE SUB-ENGINEERS (CIVIL) OF W.R.D.

1. Investigation and planning of projects:-

- (a) River basin of M.P.:-
Topo-sheet studies, identification of projects, investigation for projects, field surveys for head works and canals.
- (b) Types of schemes:- Storage works, diversion works, lift irrigation schemes, multipurpose projects, surface water and ground water development.
- (c) Hydrological analysis, yield, floods, flows, gauge discharge stations, rainfall observations.
- (d) Soil and materials investigation, fixing borrow areas, quarries.
- (e) Geological investigation for foundations including drilling, logging of base holes water loss tests.
- (f) Land and property surveys in submergence area, fixing up reference points.
- (g) Project preparation:- Various Chapter to be included, Stage, I estimates, standard provision, cost benefit studies.
- (h) P.E.R.T. and C.P.M. Technique.

2. Designs.

- (a) Rainfall run-off studies, estimation of yield, upstream reserve for projects, estimation of floods, empirical formulae, unit hydrograph their application to storage work, diversion work.
- (b) Command area details, existing crop pattern, proposed crop pattern, intensity of irrigation water requirement of crops, cut off statement for canals, distribution system.
- (c) Fixing reservoir storage capacity, determination of FRL, MDDL, dead storage, free board.
- (d) Type of headworks- earth dam, masonry dam, weirs and barrages, considerations for types of headwords.
- (e) Design of head regulators and canal structures.
- (f) Designs of canals, distributary system.

3. Construction

- (a) Construction management-construction programme, management of men, material .
- (b) Land acquisition and rehabilitation.
- (c) Construction of earthen dam, specifications of items of construction.
- (d) Construction of masonry /concrete dams, specifications of items of construction.
- (e) Drilling and grouting.
- (f) Construction of canals, lining works and canal structures.
- (g) Safety requirement of project site Lay out of haulroads, scaffolding and centering.
- (h) Quality control-field and laboratory tests.
- (i) Maintenance of records- project drawings, working drawings, completion drawings.

4. Maintenance and Operation

- (a) Maintenance of headworks.
- (b) Maintenance of canal, head regulator and canal structures.
- (c) Operation of canals, distribution of supplies at right time in right quantities.
- (d) Irrigation Act, rules and execution instructions, Operation of the Act, supply of water for irrigation-recovery of revenue-maintenance of record.
- (e) Ayacut development, full utilisation of irrigation potential.

5. Lift irrigation

- (a) Preliminary investigation for site, gauging discharge, collection of hydraulic data. Analysis of water for suitability.
- (b) Crop Planning- distribution of water, water courses.
- (c) Measurement of supply-Various devices.
- (d) Maintenance of Schemes

APPENDIX 1.17

(See paragraph 1.057)

SYLLABUS FOR PROFESSIONAL EXAMINATION IN ENGINEERING FOR THE SUB-ENGINEERS (CIVIL) OF PUBLIC WORKS DEPARTMENT

(1) Material of Construction.

- (a) Methods of manufacture of materials of construction.
- (b) Specifications regarding quality. Strength, metal, sand, bricks, tiles, glass, lime, cements, moorum, asphalt, steel etc.

(2) Buildings.

- (a) General idea of principle of design of foundations, soils and their behavior, superstructure and roofing etc.
- (b) Types of foundations, roofs and their applications.
- (c) Scaffolding, centering, methods of erection, precautions to be observed.
- (d) Types of Flooring, specifications and their application.
- (e) Doors, windows, standard types including steel windows, aluminium doors.
- (f) Stair cases-types and design.
- (g) Mortars and their uses, specifications for mortar required for construction and plastering.
- (h) Concrete –proportions, methods of mixing, laying etc. nominal mix and design mix.
- (i) Sanitary and water supply installations, internal and external, construction and maintenance.
- (j) Fundamentals of electrical installation in buildings.

(3) Roads.

- (a) Classification –NH, SH, MDR, ODR.
- (b) Cement concrete, asphalted, water bound macadam, fair weather roads, standard widths, formation widths, crust width and thickness of crust for various soils /traffic intensities etc.
- (c) General principles of alignment, road drainage, camber, gradient etc.

- (d) Curves- Types layouts, standard radius for various types of roads and traffic intensities.
- (e) Specification for earth work, road making materials, compaction of moorum, water bound macadam surfaces, various types of asphaltic surfaces and pavements.
- (f) Kilometer stones, road signs, name boards caution boards-I.R.C. standards therefor.
- (g) Road side arboriculture.

(4) Bridges.

- (a) Categories
 - (1) Based on size – (i) Major, (ii) Medium.
 - (2) Based on type-(i) R.C.C. slab, (ii) Arches, (iii) Prestressed decking.
- (b) Site selection-general considerations.
- (c) Catchments area, water way calculation.
- (d) Foundations-open, pile, raft and their methods of constructions, systems of dewatering, cofferdam, diversion of streams.
- (e) Substructure-types –stone masonry, P.C.C., R.C.C. –solid or-cellular-methods of construction.
- (f) Superstructure –General idea about types-arch. R.C.C. slab or prestressed bridges-systems of execution and precautions to be observed.
- (g) Bearing-Types.
- (h) Railing-Types.
- (i) Approaches-Precautions to be observed in compaction etc-geometrics.

(5) General.

- (a) Working knowledge of the Works Department Manual.
- (b) Analysis of rates, schedule of rates, specifications.
- (c) Management of scarcity works.
- (d) P.E.R.T and C.P.M. Technique.

APPENDIX 1.18

(See paragraph 1.057)

SYLLABUS FOR PROFESSIONAL EXAMINATION IN ENGINEERING FOR THE SUB-ENGINEERS OF P.H.E.D.

(A) Civil Engineering

The syllabus shall be same as appendix 1.13 applicable to Assistant Engineers (Civil) except the following topics:-

- (1) (iv) Design of R.C.C. /Steel/Masonry structure.

(B) Electrical & Mechanical Engineering

The topics shall be as mentioned in Appendix 1.19 and Appendix 1.13. Part II (b).

APPENDIX - 1.19

(See paragraph 1.057)

SYLLABUS FOR THE PROFESSIONAL EXAMINATION IN ENGINEERING FOR THE SUB-ENGINEERS (E/M) OF W.R.D. AND P.W.D.

PART - I

General

1. Standard weights and measures of engineering materials required in mechanical field with their fundamental properties. Special attention to metric system.
2. Various types of precision instruments and gauges with their uses.
3. Lifting equipments e.g. cranes and their uses.
4. Various types of power transmission systems and their direct application with advantages and disadvantages.
5. Welding, soldering and brazing, heat treatment.
6. Tools in tool room and their application.
7. Various methods of speed governing of oil engines.
8. Various methods of water cooling adopted for oil engines.
9. Lubrication and servicing of automobile units.
10. Schedule of servicing.

11. Valuation of machinery.
12. Layout of machinery and erection of the same.
13. Various types of motive power, compressed air, combustion engines, electricity, gas, steam. Their various advantages and disadvantages.
14. Battery repairs, charging and servicing.
15. Electric system in mobile units.
16. Electric motors mainly induction type, their methods of starting, characteristics and application.
17. Use of air for machinery-air compressors and various types of pneumatic tools and their application.
18. The general construction of internal combustion engines, carburettors, electrical injection system, fuel pump and injection, governors and fuel controls, super charge.
19. General knowledge of Factory Act, Workmens' Compensation Act, store and labour organization, Wages Act.
20. P.E.R.T. and C.P.M. Technique.

PART - II

Workshop and Machines

(A) Workshop -

- (1) Selection of site.
- (2) Layout of various shops like foundry, machines tools, smithy, general repairs and overhaul.

- (3) Selection of machinery and its application.
- (4) Screw-cutting, gear-cutting.
- (5) Heat treatment.
- (6) Stress and strain.
- (7) Permissible Limits and tolerances.
- (8) Foundry practice.
- (9) Methods of cost-finding.
- (10) Estimation of the work.
- (11) Different rate systems.
- (12) Stores accounts and ledger system
- (13) Stock-taking of stores and spares.
- (14) Labour problem.
- (15) Commercial correspondence.

(B) Earth-moving machinery (for I.D. only)

- (1) Selection of machinery for earthen dam, clearing site. Foundation excavation.
- (2) Machinery required for construction of canals.

- (3) Repairs and maintenance of earth-moving machinery.
- (4) Use of excavators, draglines, shovels.
- (5) Application of scrapers, loader.
- (6) Overhaul and repairs and Schedule of Servicing.
- (7) Tools required for overhauls.
- (8) Defects (general).
- (9) Field servicing.
- (10) Cost accounting of the work done.

(C) Mechanically propelled vehicles

- (1) Selection of, and their particular use.
- (2) Equipments for field servicing.
- (3) Principles of two and four-stroke cycles, ignition system.
- (4) Lubrication and lubricants.
- (5) Schedules of servicing.
- (6) Instructions for running new and overhauled vehicles.
- (7) Transport rules and regulations.

(D) Stationery Plants -

- (1) Layout of pumping plants.
- (2) Selection of pumping units.
- (3) General maintenance.
- (4) Erection.
- (5) Points to be observed during inspection.
- (6) Different types of pumps and their application.
- (7) Application of pneumatic machines and tools.
- (8) Their maintenance and repairs.
- (9) Air-lift pumping.

PART - III

Boring

- (1) Fundamental principles of boring.
- (2) Types of boring machines and their application.
- (3) Types of bores.
- (4) Geological strata.
- (5) Methods to obtain and record the under-ground rate of flow of water.
- (6) Methods to test the yield of bores.

- (7) Methods to test the verticality of the bore.
- (8) Estimation of the cost of bores.
- (9) Selection of boring plant.
- (10) Developing a bore.
- (11) Hand pumps.
- (12) Bore-hole pumps.
- (13) Air-lift pumps.
- (14) Reciprocating pumps.
- (15) Methods used for clearing the bores..

PART - IV
Electrical Engineering

- (1) Difference between A.C. & D.C. currents.
- (2) Domestic & Industrial wiring system.
- (3) Transmission system H.T. and L.T.
- (4) Single phase and three phase electric motor and Generator with protection devices.
- (5) Various types of starters and their specific applications alongwith the essential electrical components.

- (6) Electric cables and wires and their selection for various electrical works.
- (7) Electrical maintenance system, precautions for eliminating accidents and losses.
- (8) General knowledge about electrical instruments and measurements.

PART - V
Gates (for I.D. only)

- (1) Types of gates and their application.
- (2) Maintenance and repairs and inspection of gates.
- (3) Various types of sealing arrangements preferred in the gate manufacture.
- (4) Types of hoisting devices and their specific application.
- (5) Erection and alignment of gates.
- (6) General design of civil structures and the essential provision for easy maintenance of vertically lifting gates.

PART - VI (for P.W.D. only)

- (1) Operation and maintenance of Road rollers/concrete mixers/vibrators.
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APPENDIX 1.20

(See paragraph 1.058)

RULES AND SYLLABUS FOR THE EXAMINATION OF CANDIDATES QUALIFYING FOR SUPERIOR CLERKSHIP IN THE WORKS DEPARTMENT

1. (a) The examination will be held every year in the 3rd week of October. It will not however, be held in any year in which the number of candidates permitted to appear is less than 10.

(b) No Clerk should be permitted to sit for the examination unless he has completed minimum 5 years of continuous service.

(c) A candidate who has been admitted but fails to appear will be considered to have appeared and failed unless his written explanation which must be submitted prior to the date of the examination, is accepted by the S.E./C.E./E.-in-C. No candidate will be allowed to appear for the examination more than four times at Government cost.

(d) The subjects for the examination are :-
 - (i) Drafting (Hindi) - one paper;
 - (ii) Precis writing (Hindi)- one paper;
 - (iii) Establishment - Two papers;
 - (iv) Public Works-Accounts- Two papers.
2. For drafting and precis writing no books are prescribed. For the examination in drafting certain notes or correspondence or both, are provided and the candidate is required to prepare a draft based on them and on such instructions as may be given by the examiner.
3. (a) The object of a precis is to enable any one without reading the correspondence to master the important points of the correspondence. The precis should be in simple language and grammatically correct. It should contain all that is (and nothing that is not) important in the

correspondence, presented in the form of a consecutive narrative (without marginal reference) as briefly as is consistent with perfect clearness. It should be written as far as possible in the candidates own words. Attention should be paid to neatness, handwriting, spelling, grammar and style.

(b) The following instructions are issued for the information of candidates appearing at the examination :-

- (i) a rough draft of the precis should first be made;
- (ii) abbreviations must not be used;
- (iii) no marginal references are admissible;
- (iv) Some idea of the dates should be given, but too many dates are to be avoided;
- (v) the precis should be in the form of a consecutive narrative
- (vi) the position of a person is important. His name usually is not.
- (vii) a full heading should be entered and an ample margin allowed.
- (viii) vague and general statement must be avoided.
- (ix) adjectives should be used sparingly.

4. In each of the other two subjects two papers are prescribed viz. one without books which will be an easy memory test, and the other with books which will be more difficult. The following books should be studied :-

Establishment

- (a) M.P. Fundamental Rules, Vol. I and II and the State Government's Supplementary Rules thereto.
- (b) M.P. Works Department Manual - 2005.
- (c) M.P. Civil Services (Pension) Rules, 1976.
- (d) M.P. Civil Services (Leave) Rules, 1977.

Accounts

- (a) M.P. Works Department Manual – 1983
- (b) M.P. Civil Services (Pension) Rules, 1976.
- (c) Central Public Works Accounts Code.
- (d) M.P. Financial Code Vol. I and II.

- Note:- (1) Candidates are required to attain that standard of knowledge of establishment and accounts required by Divisional Accountants. It is not necessary, therefore, that they should be acquainted with special rules applicable only to officers of the All India or State Services.
- (2) No question will be set on those portions of the W.D. Manual and the C.P.W.A.C. which deal exclusively with administrative or technical matters. Candidates need not, therefore, study them.
- (3) Question papers in Establishment Rules and Public works Accounts may be answered in Hindi or English.

Conduct of Examination

5. The examination will be conducted as under :-

1st day	1.	Drafting	10 A.M. to 1 P.M.
	2.	Precis writing	2 P.M. to 5 P.M.
2nd day	3.	Establishment (without books).	10 A.M. to 1 P.M.
	4.	Accounts (without books).	2 P.M. to 5 P.M.
3rd day	5.	Establishment (with books).	10 A.M. to 1 P.M.
	6.	Accounts (with books)	2 P.M. to 5 P.M.

Note - The question papers in Establishment and Accounts will have ten questions out of which the candidates will have to answer six of which one will be compulsory.

6. The maximum number of marks for each paper is 100 and the minimum for securing a pass is 50, except in the 3rd and 4th papers for which the minimum is 60.

7. Candidates for the examination should apply through the Heads of their Offices to the E.-in-C. by the 31st July. The S.E./C.E. concerned will forward the original application with his recommendations in the form given in Appendix 1.36 by 20th August. The examination will be conducted by E.-in-C. He will set the question papers and do valuation of answer books in Precis writing and Drafting. He will arrange with the A.G. for setting the question papers in Establishment and Accounts and valuation of answer books.
8. The results of the examination will be declared as far as possible within 2 months by the E.-in-C. and intimated to each candidate through departmental channel.

APPENDIX 1.21

(See paragraph 1.049)

REGISTER OF CASUAL LEAVE

Name of Office:.....

..... Calendar Year:

Serial No.	Name and rank of Official to whom casual leave has been granted	Date on which leave begins	Date on which leave ends	Total number of days availed	Progressive total of the number of days availed during the year	Dated initials of the head of the office /gazetted officer	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

APPENDIX 1.22

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF ENGINEER - IN - CHIEF

The Engineer-in-Chief is the professional adviser to Government and his function is to co-ordinate the work of Chief Engineers which include -

- (1) Planning
 - (2) Budgetting
 - (3) Establishment
 - (4) Plant & Machinery
 - (5) Works
 - (6) General Policy matters.
 - (7) Research & Development activities.
-

APPENDIX 1.23

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF CHIEF ENGINEER, BASIN/ZONE/PROJECT ETC.

(1) General :

(a) The Chief Engineer is the Head of Department in respect of his Basin/Zone/Project etc. He is the professional advisor to Government on Public Works and responsible for the efficient working of the department so far as it relates to his Basin/Zone/Project.

(b) He will be responsible for the management of
following within his Zone / Basin /Project :-

- (i) Planning
- (ii) Budgetting
- (iii) Establishment
- (iv) Plant & Machinery
- (v) Works
- (vi) General Policy as laid down by competent authority.
- (vii) Research & Development activities

He will work in co-ordination with other C.Es. and E.-in-C.

(2) Control over personnel :

(a) He will exercise full control over the personnel working in his Zone/Basin/Project and will have full powers to make transfers and postings of officer up to the level of A.Es. and other staff on the non-gazetted establishment from one circle of superintendence to another within his Basin/ Zone/ Project etc. In respect of transfers of officers and subordinate staff outside his Basin/Zone/Project, he will submit proposals to the E-in-C.

(b) The C.E. will exercise concurrent control over the duties of the officers of the department in connection with the maintenance of accounts and will give all legitimate support to the A.G. in enforcing the disbursements of money, the custody of stores and submission of accounts. He will have no authority over the A.G. in regard to audit matters but

will have a claim on him for assistance and a advice in matters relating to accounts and finance. At the same time the C.E. will be bound to arrange that the A.G. is kept fully cognizant of all proceedings and proposals to enable the latter to fulfill his functions

(3) **Budget expenditure and revenue :**

The C.E. Shall, -

- (a) prepare annually the budget estimate relating to the works and establishment under his control as per time schedule fixed by the competent authority;
- (b) submit Administrative Report pertaining to his zone to Government under intimation to E.-in-C.
- (c) administer the budget allotment and see that the allotment of the year is expended so far as it is consistent with general economy and the prevention of large expenditure in the last months of the year for sole purpose of avoiding lapses. He will further see that any money not likely to be needed during the year is promptly surrendered;
- (d) inspect annually every Circle Office under him and record the findings in format printed in Appendix 4.12 . He will also inspect every Division Office once in four years and record the findings in format of Appendix 4.13.

APPENDIX 1.24

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF SUPERINTENDING ENGINEER (CIVIL) IN CHARGE OF CIRCLE/DIRECTORATE

(1) General

- (a) The superintending Engineer in charge of a Circle is responsible to his Chief Engineer for the administration and control of public works, design, research within his Circle/Directorate. His sphere of duty is comprehensive including planning, investigation, construction and maintenance of all engineering works in his Circle. He will carry out his responsibilities in these matters through the subordinate officers under his control in the best manner required under the rules.
- (b) The S.E. will receive orders only from Government, Departmental superiors, and such authorities duly empowered.

(2) Control over personnel

- (a) The S.E. will have full control over the personnel working in his Circle/Directorate except those which are exercised by higher authorities. The transfers and postings of Class II and III establishment subordinate to him may be made by the S.E. within his Circle. He may also recommend to C.E. transfer of the members of these establishments as well as of E.Es. from his Circle.
- (b) The S.E. is required to ascertain the efficiency of the subordinate offices and petty establishment and to satisfy himself from time to time that staff employed in each Division is actually necessary and is adequate for its management.

(3) **Inspection of Divisional Office**

- (a) He will inspect every Division Office at least once in a year and forward to the C.E. the result of such inspection in the format printed in Appendix 4.13. He will also inspect every sub-Division office once in four years and record the findings in format of Appendix 4.14.

Note. - Although the A.G. is required to inspect the initial and subsidiary accounts maintained in disbursing offices, this does not relieve the S.E. from his responsibility of the maintenance of the authorised system of accounts throughout his Circle. The A.G. and S.E. should assist each other in the management of the accounts of the department as perfect as possible.

- (b) The S.E. shall investigate excesses over subheads and if a revised estimate is considered necessary, he shall obtain and submit such an estimate to the sanctioning authority in due time.

(4) **Supervision of works**

- (a) The S.E. should inspect the state of the various works periodically and satisfy himself that the system of management prevailing is efficient and economical, that the different articles in store are duly verified according to the rules laid down, and that there is no accumulation of stock in any Division beyond its requirements. He is also responsible that no delay is allowed to occur in the submission of completion reports.
 - (b) Supervision and control of the assessment of revenue and its recovery within his Circle will rest with him.
 - (c) The S.E. shall prepare a schedule of rates for works executed in his Circle and update the same on the basis of the prevailing rates in each locality.
-

APPENDIX 1.25

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF EXECUTIVE ENGINEER IN CHARGE OF DIVISION

(1) General

- (a) The Executive Engineer in charge of a Division is responsible to his Superintending Engineer/Chief Engineer (where circle does not exist) for the execution and arrangement of all works within his Division.
- (b) His duties are comprehensive and include planning, investigation, construction and maintenance of all engineering works entrusted to his charge and accounts of expenditure relating there to as laid down in the rules. In particular he shall :-
 - (i) ensure that no work is started without sanctioned detailed estimate and no expenditure is incurred without obtaining funds;
 - (ii) ensure that expenditure proposed during the financial year or different working seasons is based on such estimates so that a detailed review of progress subsequently is possible with reference to these estimates ;
 - (iii) review programmes each year during June-September or as fixed by S.E. and revise them in the light of the progress ;
 - (iv) periodically review physical and financial progress against such programmes ;
 - (v) assess likely requirement of materials for projects and decide programme of procurement for different years ;
 - (vi) workout the requirement of land for work, quarries and drawup programme for land acquisition/ land transfer with a view to ensure transfer of required land before target date set for starting of works ;

- (vii) draw-up programme of testing of construction materials at laboratories;
- (viii) see that final bills of contractors are prepared in due time within 2 to 3 months of the completion of works by the contractor and paid as early as possible in accordance with the terms of agreement ;
- (ix) ensure that stage II estimate, working drawings, completion drawings are prepared well in time ;
- (x) ensure that the requirement of stores for each work in progress is assessed by subordinates on proper lines according to systems laid down ;
- (xi) ensure that no purchase is made without sanction of concerned estimates, availability of funds and approval of competent P.C. ;
- (xii) ensure that procedure prescribed in the store purchase rules for procurement is followed ;
- (xiii) ensure issue of materials to contractors strictly in accordance with requirements and terms of contract and that recovery of cost of such materials against contract works is made as early as possible and not left till the final payments to contractors ;
- (xiv) ensure that prescribed annual stock takings are done in respect of all the stores such as Sub-Divisional stores and the Sub-Engineer's materials at site accounts and carryout surprise checks from time to time ;
- (xv) carry out necessary exercises/checks as prescribed for Tools and Plant, mathematical, drawing and survey instruments;
- (xvi) ensure that stock limit fixed for the Division is not exceeded ;
- (xvii) ensure that a programme of maintenance for the next working season is drawn up ;
- (xviii) ensure that annual repairs estimates are sanctioned before actual execution of the work ;

- (xix) prepare completion drawings promptly whenever special repairs/remodelling works were undertaken ;
 - (xx) ensure that account of maintenance expenditure is maintained in the prescribed expenditure register for each Sub-Division for all the schemes in operation ;
 - (xxi) ensure that total expenditure on maintenance for different components does not exceed the prescribed norms and limits ;
 - (xxii) ensure that funds for maintenance are not diverted for any other item of work without the sanction of competent authority ;
 - (xxiii) ensure that timely action is taken for the removal of encroachments from the lands belonging to works departments specially along roads and canals ;
 - (xxiv) ensure that any construction whether temporary or permanent, on water lines, sewer mains etc. are brought to the notice of the S.E. and Collector promptly for further action.
 - (xxv) send proposals to the S.E. for the revision of scheduled rate for any item when found necessary.
2. **Control over Staff** - An Executive Engineer may transfer the establishment within his Division as per delegation of powers. He may also recommend transfer of A.Es./Sub- Engineers under him within or out of his Division.
 3. **Relations with other Officers** - The Executive Engineer will receive orders only from Government, departmental superiors, Collector of the district and other authorities duly empowered.
 4. **Works** - (a) He will carry out frequent inspections of the work, and the periodical inspections as provided in the M.P.W.D. Manual-1983.
 - (b) Soon after a work under construction is completed or abandoned, he should close accounts and prepare the completion report.

5. **Accounts** - (a) The Executive Engineer should obtain funds for the work under his control, keep and compile accounts and submit them punctually to the audit officer under the rules for the time being in force.
- (b) He should administer the grant for public works in his Division and to watch the progress of expenditure to ensure against excess. If additional funds are required an application for them should be made in good time.
- (c) The E.E. is responsible for the correctness of original records of cash and stores, receipts and expenditure as also regular posting of accounts.
- (d) In the matter of accounts, he will be assisted by the D.A.
- (e) He is responsible for the assessment of the revenue from works within his Division and will maintain the necessary records and accounts for the purpose.
- (f) He will submit a report to the Superintending Engineer/ Chief Engineer at the end of each working season on the condition C.E. of the survey and mathematical instruments in his Division, making good any damage or loss due to neglect or carelessness from the party concerned.
- (g) He should report to the Superintending Engineer/ C.E. any probability of excess over the estimated cost of a C.E. work and in the case of excess on a subhead.
6. **Accidents :**
He should report immediately to the S.E. any important accident or unusual occurrence connected with his Division and state what action he has taken.
7. **Inspection of Sub-Divisional Offices-** He will inspect the Sub-Division Offices under him once in a year and submit a report of his inspection in the prescribed form printed in Appendix 4.14
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APPENDIX 1.26

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF ASSISTANT ENGINEER IN CHARGE OF SUB-DIVISION

- (1) The Assistant Engineer in charge of a Sub-Division is responsible not only for proper execution of works which are entrusted to his charge but also for the correctness and validity of the financial transactions connected therewith. He shall carry out his functions and responsibilities through his sub-ordinates in accordance with the approved specifications, designs, drawings and rules and instructions in the departmental codes, manuals, technical circulars etc. in force from time to time.
- (2) Government in revenue department in exercise of the powers conferred by Section 19(2) of The Land Revenue Code 1959 (20 of 1959) have declared the Canal Deputy Collectors and the Sub-Divisional Officers of the water Resources Department as Additional Tahsildars to exercise the powers for recovery of arrears under Land Revenue Code within their respective jurisdiction.
- (3) The A.E. shall –
 - (a) carry out survey and investigation of projects/schemes as per directions of his superior officers and prepare drawings.
 - (b) shall not start or incur expenditure on any work without proper authority.
 - (c) check the initial ground levels himself and layout before start of work.
 - (d) check measurements and classification of soils during excavation.
 - (e) report to higher authorities for further guidance in case of any variation in strata with respect to approved drawing.
 - (f) ensure proper quality control in all items of work, including supplies and collection of material at work site.

- (g) permit no deviations from the approved drawings or specifications without orders of competent authority.
- (h) ensure that in case of departmental works arrangement of men and material is adequate to maintain progress according to time schedule.
- (i) inspect the works and ensure that necessary action/repairs are carried out well in time.
- (j) maintain a site order book at every work in progress.
- (k) prepare final bills of contractors latest within three month of completion of work and submit the same to E.E.
- (l) submit completion drawings of works within 2 months of their completion.
- (m) submit the monthly accounts to Division Office according to rules.
- (n) keep control and watch over departmental labour to ensure that it is not excessive to requirement.
- (o) maintain accounts and other registers prescribed under the rules correctly and up to date.
- (p) see that the muster rolls, the bills of contractors, suppliers etc. are paid/ submitted promptly.
- (q) assess and intimate the requirement of stores for each work well in advance for procurement action by higher authorities and competent purchase committees.
- (r) keep stock of materials to the minimum of requirement and within prescribed limits.
- (s) intimate surplus stores as well as unserviceable material in stock.
- (t) take due precautions for the care, custody and upkeep of stores in his charge guarding against loss, damage theft and pilferage.

- (u) see that the materials at site are properly cared for and regular material at site accounts are submitted by his subordinates every month.
 - (v) carryout physical verification of stores, machinery Tools and Plants, M.A.S. accounts, road metal balances, bungalow furniture and crockery, etc. as prescribed under the rules and submit returns to Executive Engineer on due dates.
 - (w) carryout surprise checks of important items of stores from time to time.
 - (x) see that assessment and recovery of revenue is done by concerned staff according to rules and remitted into treasury and carry out surprise checks.
 - (y) take action for timely distribution of water as per requirements.
 - (z) take action for timely auction of leases for miscellaneous revenue.
 - (aa)supervise the collection of revenue.
 - (bb) take action to prevent encroachments on Government lands.
- (4) In the Water Resources Department the duties of C.D.C. are in many respects shared by the S.D.O. It is, therefore, essential that both should assist each other.
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APPENDIX 1.27

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF S.D.O. E/M INCHARGE OF FIELD FORMATION

The S.D.O. E/M in charge of a Sub-Division shall generally carry out his functions and responsibilities as laid down in the relevant chapters of W.D. Manual, C.P.W.A. Code, Fundamental Rules and S.Rs. framed thereunder, Financial Code and Treasury Code. In particulars he shall, -

- (1) ensure the proper utilisation of machines kept in his charge on works as per the directions of his E.E. and see that no machine remains idle except in the case of repairs or break down.
- (2) intimate sufficiently in advance of the commencement of the machines, to be ready after repairs.
- (3) report to E.E. E/M under intimation to E.E. (Civil) about the machines remaining idle for want of work or the additional requirements, if any, for the allotted work.
- (4) frame working estimates for machines against works allotted to his Sub-Division and submit the same to his E.E. for sanction before actual deployment of machines and before taking up the works.
- (5) frame estimates of repairs to machines and submit the same for sanction to his E.E. (No repair work should be carried out without a sanctioned estimate and without allotment of funds).
- (6) submit requirement of fast moving spare-parts well-in-time for procurement action by higher authorities and competent purchase committees.
- (7) maintain programme and up to date record of expenditure on repairs.
- (8) maintain progressive account of proforma reserve fund in respect of each machine.
- (9) ensure proper maintenance of log books and history sheets of machines.

- (10) maintain complete and up-to-date inventory of all machines in his charge and submit the information to his E.E. immediately whenever a change on account of transfer of machines or any addition has taken place.
 - (11) carry out periodical inspection of stores and frame proposal for disposal of surplus stores/unserviceable store, obsolete spare parts as well as that of condemned machines as per procedure laid down by Government in this regard.
 - (12) ensure that the worn out and unserviceable parts and components of machines which are replaced by new ones are brought back to stores and a proper account is kept.
 - (13) ensure carrying out the preventive maintenance of machines.
 - (14) carry out erection and maintenance of all gates in his jurisdiction.
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APPENDIX 1.28

(See paragraph 1.129)

FUNCTIONS, DUTIES AND RESPONSIBILITIES OF SUB-ENGINEER/SECTION OFFICER

- (1) The Sub-Engineer/S.O. is the official at work site and is the primary executive functionary of the Department. In irrigation revenue matters, he is subject to the control of the I.I./C.D.C. In other matters including the distribution of water he is subordinate to the S.D.O.
- (2) He shall -
 - (a) collect data, conduct, survey, investigation and prepare estimates and drawings where necessary for works on instructions from his superiors ;
 - (b) incur any expenditure only with authority from the Assistant Engineer ;
 - (c) ensure that the works in his charge are carried out according to specifications, technical and other instructions of the Department and the terms of contract ;
 - (d) prepare and submit the prescribed periodical progress reports ;
 - (e) ensure by frequent inspection proper maintenance of works and provide the prescribed services to the public timely;
 - (f) see that the public property and utility services are not used unauthorisedly. He shall obtain instructions from the Assistant Engineer wherever necessary ;
 - (g) in case of emergency situation like breaches ,breakdown of public utility services, stay at work site and act promptly to restrict spread of the damages and restore normalcy . He shall report the situation to the Assistant Engineer immediately;
 - (h) collect revenue timely when authorised;
 - (i) during the execution of work either departmentally or on contract and operation of plant and machinery, always bear in mind and ensure safety

requirement especially in excavation, blasting operation, centering work, scaffolding etc. and take suitable precaution to avoid accidents ;

- (j) report to the nearest police station as well as to his Assistant Engineer, cases of accidents, deaths on work immediately on occurring ;
 - (k) maintain material at site account in respect of the material received by him for works, road metal returns, T. & P. account, furniture and crockery accounts of circuit houses, rest houses etc., store accounts and submit the same to Assistant Engineer every month. (This is one of the very important duties of the Sub-Engineer) ;
 - (l) make adequate security arrangements for safety against loss or damages ;
 - (m) not issue any stores or tools and plants without proper authority and without obtaining proper receipts ;
 - (n) carry out physical verification of the store, tools and plants, M.A.S. account, road metal balances and furniture and crockery of circuit houses, rest houses etc. in his charge, as laid down in the Works Department Manual and report the result to his Assistant Engineer on due dates ;
 - (o) see that mathematical and survey instruments, when not in use, are carefully stored, duly dusted and cleaned and kept in their boxes. protected from moisture to avoid damage. Any damage, should be reported to the Assistant Engineer in time ;
 - (p) make himself fully conversant with the rules regarding muster rolls. measurement books. Store accounts, M.A.S. accounts. T & P accounts road metal returns, furniture and crockery of circuit houses, rest houses, etc. and comply with the same.
-

APPENDIX 1.29

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF ACCOUNTS OFFICER

The duties and responsibilities of Accounts Officers will be as follows :-

(1) As Accounts officer

- (a) He shall supervise the various financial matters and see that they are in accordance with the F.Rs. and S.Rs. Pension Rules, etc.
- (b) He shall be responsible for maintenance of accounts, and ensure that these are maintained in accordance with the prescribed rules i.e. M.P. Treasury Code, M.P. Financial Code, rules regarding financial delegations, C.P.W.A. Code and Departmental Manual, etc.
- (c) He shall see that pay bills, T.A. bills and contingent bills in the Chief Engineer's/ E-in-C's Office are properly prepared and registers of contingency expenditure are properly maintained.
- (d) He shall inspect periodically (at least once in a year) the account records of Circle Offices, check a percentage of their accounts and to report the defects to the C.E. for orders. It will also be his duty to explain personally to the C.E. any defects in procedure and advise regarding issue of instructions for the removal of such defects.
- (e) He shall ensure that audit observations and matters relating to Public Accounts Committee are replied promptly and with a due sense of responsibility and that the defects, deficiencies, omissions and irregularities are removed and to advise the E-in-C./ C.E. on measures necessary to see that such defects do not persist.
- (f) He shall as an agent of the E.-in-C/C.E. to ensure that the subordinate offices exercise vigilance in incurring contingency expenditure.
- (g) He shall see that proper accounts are maintained in all establishments of the department of all article of stores and stock purchased or otherwise acquired for the use of the department and that the rules and orders governing the acquisition, stocking and utilisation of these articles are strictly observed by all concerned.

- (h) He shall ensure proper reconciliation and agreements of departmental figures of receipts and payment with those of the Accountant General.

(2) As Internal Audit Officer

- (a) He shall advise the C.E./E-in-C. regarding the rules and orders in force to enable their observance and to ensure that no financial irregularity of any kind is committed.
- (b) He shall bring to the notice of the C.E./E.-in-C. along with a statement of his reasons, any transaction or order affecting receipts or expenditure which is such as would be objected by the Accountant General and obtain his orders.
- (c) He shall maintain a collection of all the Government orders issued from time to time by Finance Department and by the Administrative Department containing general instructions of financial nature.
- (d) He shall see that the instructions issued by Government from time to time relating to the drawal of T.A. are followed and to bring any glaring case of non-observance of these instructions to the notice of the C.E./E.-in-C. with suggestions for their rectification.
- (e) He shall assist the C.E./E.-in-C. in ensuring that the rules relating to contingent expenditure are not infringed.
- (f) He shall assist the C.E./E.-in-C. in the scrutiny and processing of claims of contractors/suppliers.
- (g) He shall examine all cases of embezzlement, theft and loss of Government property or stores and advise the head of office about action to be taken in such cases.
- (h) He shall examine all cases of abandonment of revenue and waiver of claims before formal orders are recorded by the competent authority.
- (i) He shall be responsible for settlement of objections from Accountant General.
- (j) He shall monitor the departmental revenue and other dues.

(3) As Financial Advisor

- (a) He shall advise the C.E./E.-in-C. in all matters relating to accounts and budget estimates and financial matters.
 - (b) He shall bring to the notice of the C.E./E.-in-C. regarding cases of wasteful expenditure.
 - (c) He shall examine proposals referred to him by the head of office with a view to secure that the proposed expenditure is reasonable and unavoidable, that it is within the power of sanction of the appropriate departmental authority and that proposals not so covered are referred to Government for sanction.
 - (d) He shall advise the head of the office on all proposals relating to grants in aid procedure and early release of grants.
 - (e) He shall scrutinize carefully the budget estimate and proposals for additional funds to ensure accuracy of figures to be adopted.
 - (f) He shall examine the budget estimates on the basis of actual requirements of the department with a view to enable the C.E./E.-in-C. to ensure that large savings or excesses are avoided.
 - (g) He shall see particularly that in the closing months of the year, there is no unjustified heavy rush of expenditure and that expenditure for which provision does not exist in the budget or which may lead to the budget provision being exceeded is not incurred.
 - (h) He shall advise C.E./E.-in-C. regarding measures to avoid any expenditure in excess of the budget grant.
 - (i) He shall ensure that surrenders or savings are made to the Finance Department in proper time.
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APPENDIX 1.30

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF DIVISIONAL ACCOUNTANT

- (1) The Divisional Accountant is posted by the Accountant General in each division Office to assist the E.E. in the discharge of his responsibilities relating to accounts and financial transactions. His functions are threefold viz. (i) compiler of accounts, (ii) internal checker of initial accounts, (iii) financial assistant and advisor to the Divisional Officer in all matters relating to the accounts and budget estimates or to the operation of financial rules generally.
 - (2) Detailed instructions on the functions, duties, and responsibilities of the D.A. are contained in the C.P.W.A. Code vide paragraphs 4.2.2. to 4.2.7, 4.5.4, 9.3.4, 9.3.5, 10.2.9, 10.7.7, 17.2.9, 22.1.3, 22.1.1, to 22.2.12, 22.4.2, 22.4.8, 22.4.21, 22.4.26, 22.4.31, 22.4.32, 23.1.1 etc.
 - (3) He is personally responsible to see that the monthly accounts relating to the Division are sent to the Accountant General on the due date. Detailed instructions in this behalf are given in Chapter 4 of CPWA Code.
 - (4) The Divisional Accountant should exercise proper check and supervision over the work of staff posted under him. At the same time he should guide the staff posted under him and see that the work of the E.E. as far as they relate to his functions and responsibilities is carried out smoothly and efficiently.
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APPENDIX 1.31

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF CANAL DEPUTY COLLECTOR

- (1) The C.D.C. is the revenue assistant of the E.E. He occupies in the division a position analogous to that of an S.D.O.
- (2) He is responsible for all assessment and must ensure that the revenue records and registers of the division office are properly maintained.
- (3) He should be gazetted as a magistrate to try cases under the M.P. Irrigation Act.
- (4) He is responsible for the supervision of the collection of irrigation revenue. He should check irrigation agreements once a year to ensure their correctness and safe custody, and must submit annually, on the 1st June, a certificate of check to the E.E.
- (5) The revenue establishment of the division is immediately subordinate to the C.D.C. to the extent to which, and in regard to all matters for which, he is responsible. In regard to all other matters, the revenue establishment is subordinate to the S.D.O. The C.D.C. must, however, check the work of this establishment and report defects and malpractices to the E.E.
- (6) The duties of the C.D.C. are in many respects shared by the S.D.O. It is, therefore, essential that both should assist each other.

Note - For other duties, see Executive Instructions under the M.P. Irrigation Act (III of 1931).

APPENDIX 1.32

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF IRRIGATION INSPECTOR

- (1) The I.I. is responsible for the irrigation revenue work of the amins and the S.O./ sub engineer and also for the general supervision of the maintenance work in their charge.
 - (2) In revenue matters, he is subordinate to the C.D.C. In other matters, including the distribution of water, he is subordinate to the S.D.O.
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APPENDIX 1.32-A

(See paragraph 1.129)

DUTIES, FUNCTIONS AND RESPONSIBILITIES OF IRRIGATION AMIN

1. The duties of Amin are -
 - (a) to prepare initial records of irrigation and assessment
 - (b) to prepare and deliver parchas to cultivators in accordance with executive instruction No. 2 under Section 59, 62, 63 and 93 of the Irrigation Act ;
 - (c) to maintain a record of gauges in the channels in his halka in form shown in Appendix 1.37.
2. He will maintain a diary showing the work done by him daily and submit copies to the C.D.C. and S.D.O. through the I.I. and S.O. respectively.
3. He may be employed on repairs or maintenance work on irrigation channels under the S.O. in case of emergency.

APPENDIX 1.33
(See paragraph 1.130)

STATEMENT OF FINANCIAL AND OTHER POWERS
EXERCISED BY OFFICERS OF THE WORKS DEPAR-
TMENT IN RESPECT OF ESTABLISHMENT MATTERS

S.No.	Particulars	E-in-C	C.E.	S.E.	E.E.	S.D.O.	Authority	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Appointments		See paragraph 1.025						
1.	To make appointments see footnote	See Paragraph 1.025	in Leave Vacancies (Copilac-littors)					
OFFICIATING APPOINTMENT								
2.	To make officiating appointment in leave Vacancies for a period not	..	..	..	..	..	Rule (19) F.R9 Sr. 1of Appen- dix-II Part-II of F.R. Vol. II.	

	exceeding 4 month of Non-Gazetted Estt. (a) Superintendent / E-in-C C.E. Office.	Full powers	Full powers	..	..	..	Officiating arrangement is permissible in the following conditions. (1) Work can not be managed by entrusting additional charge to any of the existing person of the same post. (2)No transfer is involve. (3)Senior hands are ordinarily considered for officiating appointment.	
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							(4)The Vacancy is not less than one month.	
	(b) Circle Superintendent	..	..	Full powers	..			
	(c) Assistant	Full powers in respect of his office	Full powers in respect of his office	Full powers in respect of his office	..	..	Do	
							Do	
							.	
Note - For appointments/ promotions in state wide cadre posts, combined select list/ Promotion list, based on the recommendation of the Departmental Selection Committee, will be published by E.-in-C, and Candidates allotted to various authorities for issuing appointment/ promotion orders in accordance with powers vested in them in departmental recruitment rule.								
	(d) Upper Division Clerk	Full powers in respect of his office	Full powers in respect of his office	Full powers in respect of his office and his subordinat e offices Full	..	..	do.	..
	(e) Head Draftsman	do.	do.		..		do.	..

	(f) Draftsman	do.	do.	powers in respect of his office	..		...	..
	(g) Assistant Draftsman	do.	do.	do. do.	..		...	..
Fixing Pay								
3.	To fix the pay of all officiating Govt. servant treated on duty under S.R. 9 (6) (b) F.R. 20.	Full powers in respect of Officer whose officiatin g appointm ent is with in his competen ce	Full powers in respect of Officer whose officiating appointment is with in his competence	Full powers in respect of Officer whose officiatin g appointm ent is with in his competen- ce	Full powers in respect of Officer whose officiati ng appoint -ment is with in his compet e-nce	..	Sr.No.6 of App. II of Part II of F.R Vol. II	

Appointment in Higher Post								
4.	To appoint a Government servant to hold temporarily or to officiate in more than one higher post and to fix the pay of subsidiary post and the amount of compensatory allowances to be drawn.	Full powers in respect of appointments which he can fill	Full powers in respect of appointments which he can fill	Full powers in respect of appointments which he can fill	..	..	F.R. 49. Vol. I. and S. No. 77 of Appendix II, part II, F.R. Vol. II	
Grant of Special Pay								
5.	Grant of Special pay of Rs. 20 or 10% of the presumptive pay of the higher post which-ever is more to clerks	Full powers	Full powers	Full powers	Full powers in respect of clerks only.	..	Sl. No. 76 of Appendix-II Part II, F.R. Vol. II (M.P.F.D. memo No.1-5/3/R/I/IV/ dated 31-1-1974.)	

	or members of technical office establishment for undertaking the duties of posts carrying higher responsibilities in the same establishment when the incumbents are on leave for a period exceeding 15 days in addition to their own duties up to a period not exceeding 3 months.							
Drawl of increment								
6.	To authorize drawal of increments to	Full powers in respect of	Full powers in respect of officers and	Full powers in respect of	Full powers in	..	Sr. No. 7 & 10 of Appendix II Part Ii of the F.R.	

	Gazetted Officers.	officers and Staff attached to his office and that of C.E.S.	Staff attached to his office and that of S.Es.	officers and Staff attached to his office and that of E.Es.	respect of officers and Staff attached to his office and officers subordinate to him including A.Es.		(M.P.F.D. Memo No. E-4/9/76/R-V/IV dated, 6-7-1974.)	
7.	To grant increment beyond E.B.	Full powers in respect of Govt. Servants Appointed by him.	Full powers in respect of Govt. Servants Appointed by him.	Full powers in respect of Govt. Servants Appointed by him.	Full powers in respect of Govt. Servants Appointed by him.	..	M.P.G.A.D. Order No 259/ 425/1(8)dated 11-4-1974 and M.P.G.A.D. No. 193/226/-3/83 dated 14-3-83 Orders must be issued with in 3 months otherwise it will be presumed that the E.B.is crossed	

							Subject to any D.E. pending against him.	
8.	To grant increment beyond E.B.	Full powers in respect of A.E. and other Class II Officers.	Full powers in respect of A.E. and other Class II Officers. under him.	..	..	..	Vide M.P. Irrgn. Deptt. order No. 22(a)/1/83/p/31 dt. 1- 4-83.	
Hot Weather establishment								
9.	To sanction posts under Hot Weather estt. and to make appointment.	Full powers in respect of his office.	Full powers in respect of his office.	Full powers in respect of his office.	Full powers in respect of his office. and offices subordi -nate to him subject to expendi	Full powers to make appoint- ment against posts, sanction-ed for, his office	..	Para 32 of Appendix 6 of M.P. Fin Code Vol. II

					-ture fixed by the his S.E.			
GRANT OF LEAVE								
10.	To Grant Leave (a) To Gazetted Officers.	(i) Full powers to grant all kinds of leave other than study leave and special disability leave to all Class- II Officers under his control. (ii) Full	Full powers to grant all kinds of leave other than study leave and special disability leave to all Class-II Officers under his control. Full powers to grant all kinds of leave not exceeding 30	Full powers to grant leave not exceeding 30 days to EE. or any officer of E.E.'s rank under his Circle and leave above 30 days to A.Es. ..	Full powers to grant leave not exceedin g 30 days to A-E or any Class II office in his division ..	.. ..	1. Sr. No. 3 of Annexure A to Appendix II of F.R. Vol. II 2. M.P. Civil Services (Leave) Rules- 1977. Vide Govt. of M.P. Irrg. Deptt. order No. 22(c)/1 /82 P/31,	The power to grant study leave and special disability leave rests with the Govern-ment. These power are subject to condi-tions that if any sub- stitute officeri- sisrequ-ired in leave vacancy than Govt. sanction will be

		powers to grant all kinds of leave not exceeding 30 days to C.E. or any officer of C.E.'s rank and leave above 30 days to S.Es.	days to S.E. or officer of S.E.'s rank and leave above 30 days to E.E,s.				dated 16-10-82	necess-ary.
	(b)Non-Gazetted establishment.	All kinds of leave except study leave and special disability leave in	All kinds of leave except study leave and special disability leave in respect of non-gazetted Govt.	All kinds of leave except study leave and special disability leave in	All kinds of leave except study leave and special disability leave in respect of non-gazetted Govt.	..	Sr. No. 3 of Annexure (a) and Sr. No.89 of Appendix- II of Part-II F.R. Vol.II	-

		respect of non-gazetted Govt. servants in his office.	servants in his office.	respect of non-gazetted Govt. servants in his office.	servants in his office and officessu b-ordinate to him.			
11.	To grant Hospital leave	Full powers provided he is competent to fill up the post if vacant.	Full powers provided he is competent to fill up the post if vacant.	Full powers provided he is competent to fill up the post if vacant.	Full powers provided he is competent to fill up the post if vacant.	..	Sr. No. 86 of Appendix-II Part_II to F.R. Vol. II	--
12.	Grant of Casual leave	Full powers to grant CL to C.E. and officers & staff in his office.	Full powers to grant CL to S.Es. and other officers & staff in his office.	Full powers to grant CL to E.Es. & officers & staff in his office.	Full powers to grant C.L. to A.Es and officers and staff in his office.	Full powers to grant CL to staff in his office.	G.B.C.II-6	--

13.	To require a medical certificate of fitness before return from leave	Power in respect of officers to whom he grants leave.	Power in respect of officers to whom he grants leave.	Power in respect of officers to whom he grants leave.	Power in respect of officers to whom he grants leave.	..	Sr. No. 82 of Appendix II Part-II F.R. Vol.II.	
14.	To extend leave overstayed.	Full powers provided that the Govt. servant on leave will on hjs return be under his control.	Full powers provided that the Govt. servant on leave will on hjs return be under his control.	Full powers provided that the Govt. servant on leave will on hjs return be under his control.	Full powers provided that the Govt. servant on leave will on hjs return be under his control.	..	Sr. No. 84 of Appendix II Part II F.R. Vol. II	
GRANT OF ADVANCES								
15.	Grant of advance to officers up to one month's pay	Full powers in respect of his own	Full powers in respect of any officer in the depts.	Full powers in respect of any	Full powers in respect	..	Para No. 268 of M.P. Fin.Code Vol. I.	

	plus traveling allowance to which he may be entitled under the rules in consequence of his transfer.	office including himself	under him including himself.	officer in the deptt. under him including himself.	of any officer in the deptt. under him including himself.			
16.	Grant of Bi-cycle advances.	Full powers in respect of his office establishment.	Full powers in respect of his office establishment.	Full powers in respect of his office establishment and subordinates under him.	..	..	Para 265 of Finance Code Vol. I.	Subject to availability of Funds
17.	Grant of Grain Advances to Class IV, Class III and Class II officers drawing pay up to Rs 1100/-	-do-	-do-	-do-	Full powers in respect of his office establish	..	M.P.F.D. Memo No.E/3836/7205/82/IV/.	Subject to availability of Funds and renewal/issue of orders every year by Govt.

					ment and subordin ate under him.			
18.	Grant of Festival Advance to non-Gnzatted officials including Class II officers drawing pay up to Rs. 1100/-	Full powers in the case of Class II officers and his office estt.	Full powers in the case of Class II officers and his office estt.	Full powers in the case of Class II officers and his office estt.	Full powers in the case of Class II officers and his office estt.	..	M.P.F.D. No. 1866 / 871 / IV / R - 7 / 60, dated 21-9-60 and amendments issued by Govt. from time to time.	
19.	Grant of T.A. advances on tour and L.T.C. advance.	Full powers in respect of himself and those of his office estt.	Full powers in respect of himself and those of his office estt. and also of S.Es.	Full powers in respect of his office estt, and gazetted officers under him.	Full powers in respect of his office estt. excludin g S.D.Os.	..	Para 271 of Finance Code- Vol. I and F.D. memo No. 1342 / CR / 2554 / IV - R - I 72, dt 17-11-72	
20.	Grant of	Full	Full powers	Full	..	..	M.P. Irrg. Dptt.	

	advance from General Provident Fund for which special reasons are required under rule 15(3) (a).	powers in the case of all CE / S. Es in the deptt. and officers up to S.E's. rank in his office including non- gazetted staff	in the case of E.Es. and A. Es under his control and non- gazetted staff in his office	powers in respect of non gazetted staff in his office and offices subordi- nate to him			order No. 23 (C)/ III/82/P/31, dt. 8-11-82	
21.	Grant of advance from G.P.F. for which special reasons are not required under rule 15 (3) (b).	Full powers in the case of S.Es. and C.Es. in the Deptt. and all gazetted officers and non-	Full powers in respect of gazetted and non gazetted staff in his office	Full powers in respect of E.Es. and A.Es. in his corrc;e and non gazetted staff in his office	Full powers in respect of non gazetted staff in his office and officers subordi-	..	--do--	

		gazetted officials in his office.			nate to him.			
POSTING AND TRANSFER								
22.	Posting and transfer of Govt. servants.	Full powers to transfer officers up to the level of Class-II and non- gazetted staff within the deptt.	Full powers to transfer officers up to the level of Class-II and other non-gazetted staff within his basin/Pro- ject/Zone.	Full powers to transfer officers up to the level of A.Es. and other Class-II officers within his Circle.	..	..	Vide M.P. Irrg. deptt. order No. 22(a)/1/83/P/31, dt. 1-4-83.	
23.	To transfer a lien to the permanent post in a same cadre.	Full powers provided he is competen t to make appoint- ment to	Full powers provided he is competent to make appoint- ment to both the posts concerned	Full powers provided he is competen t to make appoint- ment to	..	..	S.No.5-B of Appendix-II part -II F.R. Vol. II F.R.14(8).	

		both the posts concerned		both the posts concerned				
24.	To sanction the transfer of a Government servant to foreign service.	Full powers in the case of non-gazetted Govt. servants subject to the following conditions:- (a) The General conditions as to pay laid down in the G.O. under F.R.114	..	..	..	..	S.No. 94 of Appendix-II part-II F.R. Vol.-II	

		are observed. (b) The pay fixed does not exceed by more than 40 percent of the substantive pay last drawn by the Govt. servant in Govt. service. (c) Pay is not increased at intervals of less						
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		than three years except that a Govt. servant who belongs to graded service or who is on a time scale may get an increase up to 40 per cent. of each incremen t in addition to his own incremen t.						
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		(d) No concessio-ns are sanctione d in addition to pay except . (1) Payment by the foreign employer of leave and pension contribu-tion. (2) Grant of traveling allowance under the traveling						
--	--	--	--	--	--	--	--	--

		allowanc- es Rules.						
25.	To sanction the extension of the period of foreign service in the case of non-gazetted Govt. servants.	Full powers provided no change is made in the terms of transfer already approved.	..	..	..	..	S. No.94-A of Appendix-II Part - II F.R. Vol. II	..
26.	(a)To Change the headquarters of Sub-Division and Circle from the jurisdiction of one C.E. to another C.E. (b) To Change the headquarters of circle in the jurisdiction of	.. ..	.. ..	.. ..	.. ..	.. ..	M.P. Irrg. Deptt. No. 22(B)/1/ 81/P/31, dt. 22-11-82	A. Committee comprising of the following officers shall decide this :- (1) Secretary to Govt. of concerned Works Department (2) Secy. to Govt. of M.P. Finance Dept. (3) Special Secy. tp Govt. of concerned Department (4) E-in- Chief of

	same C.E. and (c) To change the headquarters of C.E.	..	..	..	..	..		the concerned Department
27.	Transfer of headquarters of Division Sub-Division in his jurisdiction.	..	Full powers	..	..	..	..	Chief Engineers shall intimate the change of Headquarters of the Division / Sub-Division to the Government, the A.G. M.P. and E-in-C.
TRAVELLING ALLOWNACE								
28.	Permitting traveling allowances to be calculated by a route other than the shortest or cheapest provided that the journey is actually performed by such route.	Full powers in regard to himself and officers subordinate for the journey within his jurisdiction	Full powers in regard to officers subordinate to him for journeys within his jurisdiction and that the selection of such routes is in Govt.	Full powers in regard to officers subordinate to him for the journeys within his jurisdiction and that	..	..	S.No.20 of Appendix II Part-II F.R. Vol. II	

		tion and that the selection of such routes is in the interest of Govt.	interest.	selection of such route is in Govt. interest.				
29.	To sanction charges on account of the cost of carriage by rail of bicycle and camp equipments required on tour incurred by themselves and by the officers of their own department.	Full powers subject to the condition that cost of carriage of tents beyond those in the sanctioned scale is not allowed.	Full powers subject to the condition detailed under the power of E-in-C.	Full powers subject to the condition detailed under the power of E-in-C.	..	..	S.No. 36 of Appendix - II Part II F.R.Vol II.	
30.	To sanction charges on	..	..	..	Full powers	..	S.No. 36-A of Appendix - II Part	

	account of the cost of carriage by rail of a bicycle required on tour incurred by subordinates below the rank of S.D.O.						II F.R.Vol II.	
31.	Grant of T.A. for journey to a Govt. Servant under suspension to attend a departmental enquiry held against him.	Full powers in respect of those categories whose T.A. bills, he is empowered to pass.	Full powers in respect of those categories whose T.A. bills, he is empowered to pass.	Full powers in respect of those categories whose T.A. bills, he is empowered to pass.	Full powers in respect of those categories whose T.A. bills, he is empowered to pass.	..	S.R. 113 C below F.R. 44.	Subject to the condition the enquiry is held at the out station otherwise than on the request of the Government servant.
32.	Grant of T.A. for journeys to a Govt. servant under suspension	Full powers	Full powers	Full powers	Full powers	..	S.R. 113C below F.R. 44	Subject to conditions that (1) The enquiry officer certifies that the relevant records to

	to peruse official record in the preparation of his defence in a D.E. against him.							be consulted aretessen-tial for preparation of D.E. (ii) The controlling authority certifies that the official record could not be sent to the head-quarter of Govt. Servant or due to bulk of the documents, rules out the possibility of copies to be made out and sent (iii) Concerned head of the office certifies that the journey was performed with his consent. Note - No allowance for halt journey or at the out station will be allowed and for journey the T.A. will be limited to what would be admissible if the
--	---	--	--	--	--	--	--	--

								journey was performed from head-quarters of the Govt. Servant, subject to the condition that the journey is performed under the direction. or with the approval of the head of Deptt. under whom he is serving.
33.	Grant of daily allowance to an officer who halts at one place for more than 10 days	powers up to a limit of 30 days subject to conditions laid down in SR52 under FR44	powers up to a limit of 30 days subject to conditions laid down in SR52 under FR44	powers up to a limit of 30 days subject to conditions laid down in SR52 under FR44 Full powers to sanction daily allowance	..	..	S.No. 28 of Appendix-II Part II FR Vol II S.R. II	D.A. for halts in excess of 10 days may be reduced at the discretion of the controlling authority according to the circumstances of each case.

				for halts exceeding 30 days for Amins				
34.	To grant extension of joining time admissible by rule, provided the general spirit of the rules is observed subject to a maximum of thirty days and to the conditions of sub- urle 5' of MP.Civil Service (Joining Time) Rules 1982 to the officers and non-gazetted subordinates under their control.	Full powers	Full powers	Full powers	..	..	M.P. Finance Deptt. Notification No. 577-2660-81R-1/ IV, dt 15-5-82	
35.	To permit the calculation of	Full powers	Full powers	Full powers	..	..	Sl. No. 92 of Appendix-II Part-II.	

	joining time by a route other than that which travelers ordinarily use.						F.R. Vol.II	
36.	Grant of traveling allowance for special reasons which should be recorded to an officer transferred at his own request or for misconduct.	Full powers in respect of persons whom he can transfer	Full powers in respect of persons whom he can transfer	Full powers in respect of persons whom he can transfer	..	..	S.R.79 under FR. 44 Appendix V to Vol. II. F.R.	
37.	To allow the actual cost of a journey to appear before a medical board preliminary to voluntary retirement or invalid pension.	Full powers not in excess of actual expenses incurred.	Full powers in the case of officers subordinate to him but not in excess of actual expenses incurred	Full powers in the case of officers subordinate to him but not in excess of actual expenses incurred	..	..	Sl.No. 42 of Appendix II, Part-II S.R. 119 (F.R.44) FR. Vol-II	..
38.	To allow an	Full	Full power	Full	As in	..	Note 3. below paras	..

	officer to proceed on duty to any part of the territories of the State Govt. and to draw for the journey the traveling allowance admissible under the rules.	power in respect of officers subordinate to him	in respect of officers subordinate to him	power in respect of officers for whom he is the controlling officer.	col. .5.		263 of Appendix XXV-C,F.R. Vol. II	
39.	To allow an officer/official to undertake journey out of State within India.	Full powers in respect of officers/ official whose T.A. bills are countersigned by him	Full powers in respect of officers/ official whose T.A. bills are countersigned by him	Full powers in respect of officers/ official whose T.A. bills are countersigned by him	..	..	M.P. Irrg. Deptt. order No.25/384/82/P/31 date 28-3-83	These powers will be used by the counter signing officer with) his own discretion) He will send the quarterly return of such cases to his higher authority and his administrative Deptt. in the Form prescribed for this purpose
40.	To countersign traveling allowance bills.	Full powers in respect of his own	Full powers in respect of his own bills and those of	Full powers in respect of his office	Full powers in respect	..	S.No. 54 of Appendix-II FR. Vol. II	..

		bills & those of his office estt.	his office estt. and also of S.Es.	estt. & of Sub-Divisional Offices, E.Es. and gazetted officers under him	of bills of subordinates other than S.D.Os. and of office and other estt.			
41.	To permit a Govt. Servant to draw daily allowance for halts during tour made on account of heavy rains, flood or sickness	Full powers up to a limit of five days in respect of Govt. Servants whose traveling allowance bills are countersigned	Full powers up to a limit of five days in respect of Govt. Servants whose traveling allowance bills are countersigned by him.	Powers upto a limit of five days in respect of Govt. servants whose traveling allowance bills are countersigned by him	Powers upto a limit of five days in respect of Govt. servants whose traveling allowance bills	..	Sr.No. 27 of Appendix-II Part-II FR. Vol. II	

		by him.			are counter signed by him			
42.	To decide whether a particular absence is absence from duty for the purpose of SR 41, Appendix V.	Full powers in respect of those Govt. servant whom he can appoint	Full powers in respect of those Govt. servant whom he can appoint	Full powers in respect of those Govt. servant whom he can appoint	..	..	Sl.No. 25 of Appendix-II F.R. Vol. II	..
43.	To impose restrictions on the frequency and duration of journeys.	Full power in respect of those Govt. servants for whom he is the controlling officer.	Full power in respect of those Govt. servants for whom he is the controlling officer.	Full power in respect of those Govt. servants for whom he is the controlling officer.	..	..	Sl. No. 26 of Appendix-II Part-II, F.R. Vol. II S.R.43	
44.	To decide the shortest of two or	Full powers	Full powers for journeys	Full powers	..	..	Sl. No. 18 of Appendix-II Part-II,	..

	more routes.	for journeys within his jurisdic- tion.	within his jurisdiction.	for journeys within his jurisdic- tion.			F.R. Vol. II	
45.	To permit an officer of a lower class than Grade 'A' to draw the actual cost of traveling if required by superior authority to travel by special means of conveyance, the cost of which exceeds the daily allowance or mileage allowance admissible to him under the rules, in lieu of such daily or mileage allowance.	Full powers in respect of Travelling Allowance bills passed by him. The bull for the actual cost must be supported by a certificate signed by superior authority.	Full powers in respect of Travelling Allowance bills passed by him. The bull for the actual cost must be supported by a certificate signed by superior authority.	Full powers in respect of Travelling Allowance bills passed by him. The bull for the actual cost must be supported by a certificate signed by superior authority.	Full powers in respect of Travelling Allowance bills passed by him. The bull for the actual cost must be supported by a certificate signed by superior authority.	..	S.R. 38 under F.R. 14 Appendix-V to F.R. Vol. II	..

					ate signed by superio r authori ty.			
46.	To grant Travelling Allowance to persons not in Govt. Service attending commissions of enquiry etc. or performing public duties in an honorary capacity and to declare the grade to which such persons shall be considered to belong.	Full Powers provided that traveling allowance is not given at rates higher than grade 'C' rates & the rates of daily allowance does not exceed Rs. 5 per	Full Powers provided that traveling allowance is not given at rates higher than grade 'C' rates & the rates of daily allowance does not exceed Rs. 5 per diem.	Full Powers provided that traveling allowance is not given at rates higher than grade 'C' rates & the rates of daily allowance does not exceed Rs. 5 per	..	..	S.R. 136 (a) under F.R. 44 F.R. Vol. II	

		diem.		diem.				
47.	To permit any Govt. Servant to draw the actual cost of hiring conveyance on a journey for which no traveling allowances are admissible under rules.	Full powers in individual cases	Full powers in individual cases	Full powers in individual cases	Full powers in respect of store keepers	..	S. No. 37-&37-1-A of Appendix C-II Part-II, F.R. Vol. II	
48.	Grant of T.A. to the Assistant Engineers and class II officers and Sub-Engineers / Geological Assistant for whom compulsory departmental examination is prescribed.	Full powers	Full powers	Full powers	Full powers	..	S.R. 92 below F.R. 44	Admissible to the extent. of 3 times for the 1st Irrg. Deptt. for the Journeys to and from the place where the examinations are held subject to the condition that no T.A. will be allowed after the expiry of the period

								fixed for passing the examination.
49.	Grant of T.A. to the works department clerks appearing at the examination qualifying for promotion to the superior clerkships which is an optional examination for them.	Full powers once only	Full powers once only	Full powers once only	Full powers once only	..	S.R. 94 below F.R. 44	T.A. is admissible four times.
Punishment of Establishment								
50.	(i) Censure (ii) With holding of an increments and promotion. (iii) Recovery from pay of the whole or part of any pecuniary	Full powers to impose any of the penalties in respect of persons appointed	Full powers to impose any of the penalties in respect of persons appointed by him in all the estt. and	Full powers to impose any of the penalties in respect of persons appointed	Full powers to impose any of the penalties in respect of persons appointed	..	G.B.C.1-13	Punishment shall be imposed only after the procedurer laid down in rule 14 and 16 of the C.S. (CCA) Rules, 1966 has

	loss caused by Govt. by negligence or breach of orders. (iv) Reduction to a lower post on time scale or to a lower stage in a time scale. (v) Compulsory retirement. (vi) Removal from service which shall not be a disqualification for future employment. (vii) Dismissal from service which shall ordinarily be disqualification for future employment.	by him in all estt. i.e. class III & IV (ii) work charged estt. (iii) contingency estt.	minor penalties (i) to (ii) to members of the estt. who are appointed by Engineer in Chief Working under his Control.	by him in all the Estt. and minor penalties (i) to (iii) members of estt. who are appointed by C.E. & Working under his Control.	of persons appointed by him in all the estt. and minor penalties (i) to (iii) to members of the estt. who are appointed by Engineer in Chief and Working under			been completed.
--	---	--	---	--	--	--	--	------------------------

					his Control.			
51.	Minor punishment of Class II Officers	Full powers in respect of A.E. and other class II Officers under him	Full powers in respect of A.E. and other class II Officers under him	..	..	..	vide M.P.I.D. order No.22(a) 183/p/31, dt 1-4-83	
52.	To place a Govt. Servant under suspension in connection with departmental proceedings or Prosecution launched against him.	Full powers in respect of Govt. Servants whom he has power to order dismiss of.	Full powers in respect of Govt. Servants whom he has power to order dismiss of.	Full powers in respect of Govt. Servants whom he has power to order dismiss of.	..	..	FR.53 rule 5 MPCS(CCA) Rules 1966	
Honorarium,								
53	To grant honorarium.	Up to Rs. 250 in	Up to Rs. 250 in	Same as in Col.4	..	..	S.No.72 of Appendix-II Part-II	

		respect of officials under his administr- ative control subject to limitations imposed by specific rule of orders.	respect of officials under his administr- ative control subject to limitations imposed by specific rule of orders.				FR. Vol.II	
Miscellaneous								
54.	To sanction acceptance of a fee.	Up to Rs. 500 in respect of officers under his administr ative control subject to the provision s of SR 2	Up to Rs. 500 in respect of officers under his administrati ve control subject to the provisions of SR 2 below FR. 47	Up to Rs. 500 in respect of officers under his administr ative control subject to the provision s of SR 2	..	..	S.No.73 of Appendix-II Part-II FR. Vol.II	

		below FR. 47		below FR. 47				
55.	Payment to Class IV servants for supplying drinking water or dusting offices.	Full powers upto Rs.50 per mensom in respect of his office.	Full powers upto Rs.6 per men som in respect of his office.	Full powers upto Rs.6 per mensom in respect of his office.	Full powers upto Rs.6 per mensom in respect of his office.	..	M.P.G.A.D. No. 5524/6866/4/80 dated 22-9-80	Subject to the conditions stated in G.A.D. memo.
56.	To sanction to investigate claims by the A.G.M.P. to arrears of pay or to increments, which have been allowed to remain in obedience for a period exceeding one year but not exceeding 6	Full power in respect of officers appointed by him.	Full power in respect of officers appointed by him.	Full power in respect of officers appointed by him.	..	..	Rule 90 to 94 of Fin. Code Vol.I.	(1)Arrears up to Rs. 500 and not more than 3 years need not to be investigated. (2) Claims in arrears a period of more than 6 years sanction of the administrative Deptt. to investigate the claim is required.

	years.							
57.	To fix or change the head quarters of any officer.	Full powers in case of those Govt. servants whom he can appoint.	Full powers in case of those Govt. servants whom he can appoint.	Full powers in case of those Govt. servants whom he can appoint.	E.E. can fix the head quarters of class III and IV officers subject to the approval of S.E.	..	Note 3 and 4 below Rule 2 of Appendix XXV, part B FR. Vol.II	
58.	To define the limit of a Govt. servant's sphere of duty.	Full powers in respect of those Govt. servants whom he can appoint.	Full powers in respect of those Govt. servants whom he can appoint.	Full powers in respect of those Govt. servants whom he can appoint.	..	..	S.No.24 of Appendix-II. part-II, FR. Vol. II SR,40	
Pension								
59.	Provided the pension is strictly admissible under	Full powers in regard to	Full powers (a) For whom HE is	Full powers for whom	Full powers in	..	Rule 51 of M.P. Civil Services (Pension) Rules	

	the rules.	the categories of posts held at the time of retirement if he is the appointing authority and his office Establishment including Class IV establishment	the appointing authority. (b) Class IV establishment of his' office provided the pension is strictly admissible under the rules.	he is appointing authority. Class IV Establishment in his office provided the pension is strictly admissible under the rules.	regards to Class IV and staff under his Division provided the pension is strictly admissible under the rules.		1976.	
60	Sanctioning the commutation retrospectively of periods of absence without leave in to leave without	Full powers in respect of pensions sanctioned by him	Full powers in respect of pensions sanctioned by him	Full powers in respect of pensions sanctioned by him	Full powers in respect of pension	..	Rule 27(2) of M.P. Civil Services (Pension) Rules 1976	The period of such extraordinary leave shall qualify for pension subject

[illegible]

APPENDIX 1.34
(See paragraph 1.128)

DISBURSEMENT SLIP

Office of the
Head of Account

Bill No.

Rs.

Name of Treasury on which drawn.....

Details of Drawal

Pay	..	Rs.
Special Pay	..	Rs.
Dearness Allowance	..	Rs.
Additional Dearness Allowance.	..	Rs.
Adhoc A.D.A.	..	Rs.
Intrim Relief	..	Rs.
Conveyance Allowance	..	Rs.
City Compensatory Allowance	..	Rs.
House Rent Allowance	..	Rs.
Travelling Allowance	..	Rs.
Medical Reimbursement	..	Rs.
Travelling Allowance Advance.	..	Rs.
Grain Advance	..	Rs.
Advance of Pay	..	Rs.
Festival Advance	..	Rs.
House Building Advance	..	Rs.

Other Advances.	..	Rs.
Total Drawal (A)	..	Rs.
Gross Amount of Bill	.....	
Net Amount of Bill	.....	

Treasury Vouchers No.Date.....

Details of Deductions

General Provident Fund	..	Rs.
Family Benefit Fund	..	Rs.
Grain Advance	..	Rs.
Festival Advance	..	Rs.
House Building	..	Rs.
Pay Advance	..	Rs.
Tour Advance	..	Rs.
House Rent Advance	..	Rs.
Water Charges	..	Rs.
Other Recoveries	..	Rs.
Total Deductions (B)	..	Rs.
Total Cash Paid (A)-(B)	..	Rs.

(in words

Dated Signature of the Head of office/

Disbursing officer.

Designation.

APPENDIX 1.35
(See paragraph 1.026)

CALENDAR INDICATING THE ACTION TO BE TAKEN BY
VARIOUS OFFICES REGARDING COLLECTION OF CONFIDENTIAL REPORTS
AND COMPLETING PROCEEDINGS OF THE DEPARTMENTAL
SELECTION COMMITTEE FOR CONFIRMATION OF
INCUMBENTS IN DIFFERENT CADRES.

Non-Gazetted

S. No.	Name of Cadre	Date by which C.Rs are to be collected/office responsible	Date by which the proceedings of the D.S.C. have to be completed/ office responsible	Date by which orders of confirmation are to be issued/officer responsible	Remarks
1	2	3	4	5	6
1.	Sub-Engineers (Civil/E/M)	15th April/E-in-C.	15th May/E-in-C	15 June/E-in-C	
2.	Head Draftsmen/Draftsmen (Civil/E/M)	15th April/E-in-C.	15th June/E-in-C	15 June/E-in-C	
3.	Assistant Draftsmen/Tracer	15th April/E-in-C.	15th June/E-in-C	do	
4.	Superintendent (C.E's Office/Circle Office)	15th April of each year / E-in-C	15th June/E-in-C	do	

5.	Assistant Superintendent/ Assistant	15th April/E-in-C.	15 June/E-in-C	do	
6.	U.D.Cs/L.D.Cs. E-in-C Office	15th April/E-in-C. C.Es / S.E. concerned.	15 May/E-in-C concerned C.Es/S.Es.	15th June/E-in-C.	
7.	U.D.Cs/L.D.Cs. C.E's Office	do	do	do	
8.	U.D.Cs/L.D.Cs. Circle/Dn./ Sub-Dn. Offices	do	do	do	
9.	Litho Draftsmen/Peons/ jamader/Press men/Blue Printer.	15th April/E-in-C./ C.Es./S.Es.concerned	..	..	
10.	Junior Engineer/Junior Geologist	15th April/E-in-C.	15th June/E-in-C	30th June/ E-in-C	
11.	Research Asstt./Embankment Inspector/Silt Analyst	15th April/ Concerned C.E./S.E.	15th June/E-in-C	30th June/ E-in-C	
12.	Laboratory Technician/Lab. Asstt./Lab.Attd.	15th April/ Concerned C.E./S.E.	15th June/C. E / S.E.	30th June/C. E./S.E.	
13.	Geo-Chemical Asstt./Geo-physical Asstt/Geological Asstt.	15th April/ Concerned C.E.	15 June/C.E.	30th June/ C.E.	
14.	Work Asstt./Statistical Asstt./Tech. Assistant	15th April/E-in-C. Concerned C.E.	15th the June/E-in-C/C.E.	30th June/ CE/E-in-C.	
15.	Surveyor Lower grade/ Survey Asstt.	15th April/ Concerned C.E.	15th May/ C.E.	30th June/ C.E.	
16.	Investigator/Carpenter	15th April/E-in-C.	15th May/E-in-C	30th May/ E-in-C	
17.	Librarian/Asstt.Librarian	15th April/ Concerned C.E./S.E.	15th May/E-in-C	30th May/ E-in-C	
18.	Driller Operator	15th April/ C.E.	15th May/ C.E.	30th May/ E-in-C	
19.	Irrgn. Inspector/Naib Tahsildar	15th April/E-in-C.	15th May/ C.E.	30th May/ C.E.	
20.	Tahsildar	15th April/E-in-C.	15th May/E-in-C	30th May/ E-in-C	
21.	Patwari /Amins /Revenue Surveyor	15th April/ C.E.	15th May/ C.E.	30th May/ C.E.	

22.	Process Server	15th April/ S.E.	15th May/ S.E.	30th May/ S.E.	
23.	Stenographers/steno-typists	15th April/E-in-C./ C.E	15th May/E-in-C/C.E.	30th May/ E-in-C/C.E.	
24.	Photoprint Operator	15th April/ C.E.	15th May/ C.E.	30th May/ E-in-C/C.E.	
25.	Field Worker	15th April/ S.E.	15th May/ S.E.	30th May/ S.E.	
26.	Motor Driver	15th April/ S.E.	15th May/ S.E.	30th May/ S.E.	
27.	Watch & Ward Assistant.	15th April/ S.E.	15th May/ S.E.	30th May/ S.E.	
28.	Chowkidar (Constable)	15th April/ S.E.	15th May/ S.E.	30th May/ S.E.	

APPENDIX 1.36

(See paragraph 7, Appendix 1.20)

LIST OF CANDIDATES FOR THE WORKS DEPARTMENTS

SUPERIOR CLERKSHIP EXAMINATION

[illegible]

APPENDIX 1.37

(See Appendix 1.32A)

Gauge Report

Halka

Section

Date	Time	Distributory	Depth of gauge	Depth required to supply demand	Remark
1	2	3	4	5	6

APPENDIX 2.01

[See paragraph 2.022 and 2.178(2)]

Petty works Requisition and Account

To be used for works and repairs not likely to cost more than Rs

Requisition on the S.D.OSub. Division

.....

For

	<u>Original works</u>	Occupied By
Bungalow No.	Special works	Mr/Mrs/Miss
		

Part I. - Requisition No of 19..... For Rs

(iii)

(Fund	..	..	..	No. dated.....19.....
Heads (Major	..	..	..	Returned to the E.E.
(Minor	..	..	..	division, duly approved/sanctioned
				together with an allotment of Rs.....
(Service	..	..	..	(Rs.)
(Departmental	..	..	..	only, debitable to my assignment
				under the head
				for the year 19.....19.....

(i)

No.dated Encl. As
above

Submitted to the E.E.

Division, for favour of sanction and allotment (iv)
of funds with reference to his endorsement
letter No.dated No dated
..... Forwarded to
the S.D.O.Subdivision
for note and early execution of work.

S.D.O. E.E.
Sub-DivisionDivision
Encl EnclAs above.

(ii) (v)
No..... dated19..... No. dated19.....
Forwarded to the Returned to the E.E.
for favour of approval/sanction and allot - Division, duly
ment of funds (with reference to his letter/ completed.
endorsement No.dated
19)on receipt of which technical S.D.O.
sanction will be accorded by the undersignedSub-Division
and work executed. Encl.As above.

E.E.
..... Division
Encl

Part II - Report of Section Officer and estimated cost.

REPORT

This original works/special repairs requisition amounting to
Rs.....
has been farmed and cover the cost of
.....

...

Rough Estimate of Probable Cost

.....Division

PART - III - COMPLETION CERTIFICATE

The work was completed on the

.....

.....

*Signature of Section
Officer.*

.....

Signature and designation of the officer for
whom the work was carried out.

.....

S.D.O.

.....Sub-Division.

PART - IV - SUMMARY OF CHARGES

Date of Payments	Voucher No.	Amount	Total of the month	Divisional Accountant's initials against the monthly totals.	S.D.O.'s initials against the monthly totals.
(1)	(2)	(3)	(4)	(5)	(6)
		Rs.	P.	Rs.	P.
Grand Total					

.....

Net saving/excess by ()

.....

Checked and found correct, Passed.

Rupees

Signature with date S.D.O.
of the

Accountant, E.E.'s Office
.....Division

Sub-Division

Executive Engineer
.....Division

APPENDIX 2.02

(See Paragraph 2.039)

Estimate of cost of ordinary repairs to building non-residential/
residential in the Division for the year ending.
..... march19.....

Name of building	Estimate of cost of ordinary repairs	Remarks
(1)	(2)	(3)

Minor Head :-

Signature of
Sub-Engineer

Signature of
S.D.O.

Signature of
E.E.

Name of Section
.....

Name of Sub-Division
.....

Name of Division
.....

APPENDIX 2.03

(See Paragraph 2.047)

Road Renewal Diagram

Name of Road District Class

Length

Km. to be renewed annually Km, Width of crust.....

Black topped Kilometers

Expenditure incurred						Work done		
Year	Length/ Km. Km. Km.	Renewel Km.	Mainte- nance	Tarmac	Total	Signature of Executive	Km.	Km. Km.
	Renewed Km.							Engineer
(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)

Nature of Soil

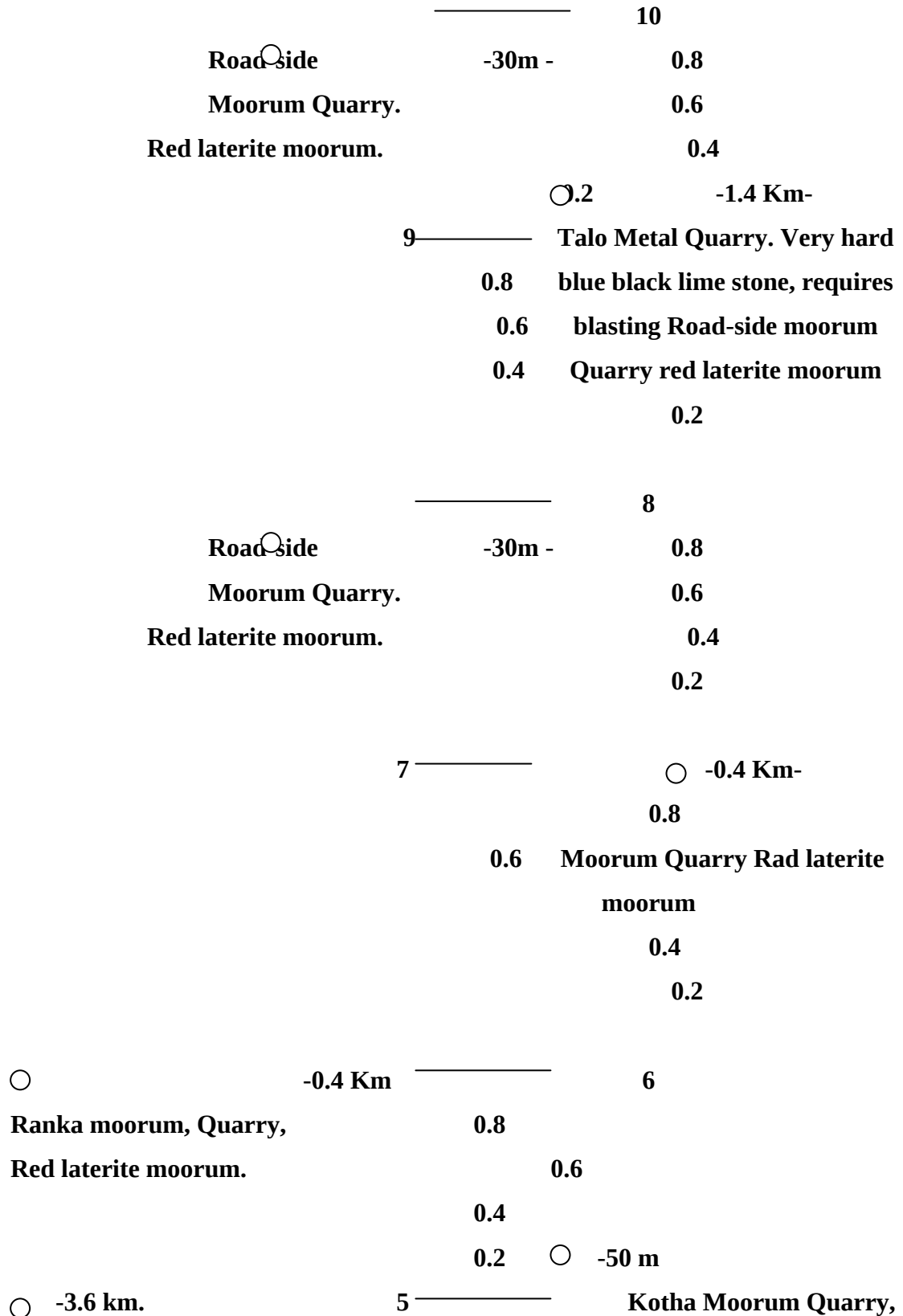
- Note :- (1) Each sheet should not be more than about 30 Cm. long for ease in handling.
- (2) The thickness of metal coat to be shown only when other than 8 Cm.

Reference

- | | | | |
|----|-----------------------|--|----------------------|
| 1. | Metal
_____ | Collection
(to be shown in Pencil) | <input type="text"/> |
| | Moorum | | |
| 2. | Metal
_____ | | <input type="text"/> |
| | Moorum | | |
| 3. | Tarmac | Collection
(to be shown in Pencil) | <input type="text"/> |
| 4. | Tarmac | Surfacing | <input type="text"/> |

APENDIX 2.04
(See Paragraph 2.049)

QUARRY CHART OF ROAD



	0.8	Yellow Moorum.
Kirat Purghat metal quarry,		0.6
hard red sand stone, requires		0.4
blasting.	0.2	
	4 ————— ○	- 5.0 km
	0.8	
	0.6	
	0.4	Kharrigha Metal
Quarry.		
	0.2	Very hard blue black
lime		
○ - 30m-	3 —————	stone, requires blasting.
	0.8	
Road-side	0.6	
Moorum Quarry	0.4	
Yellow Moorum	0.2	
	2 —————	
	0.8	
	0.6	
	0.4	
	0.2	
	1 —————	
	0.8	
	0.6	
	0.4	
	0.2	
	—————	

Certified that (1) the leads have been measured by the shortest route and
(2) the quarries hold sufficient materials of suitable quality.

S.O.Section
.....Sub-Division

APPENDIX 2.05

(See paragraphs 2.029 and 2.050)

ROAD METAL RATE BOOK

Rate table showing the lowest rates at which metal can be supplied to the road side through out the Division.

Name of road	Km.	Quarry from which extracted	Lead		Rate per cubic meter					
			Km.	Description of material	Quarrying and breaking	Carriage	Stacking at road side	Other Misc. charges such as sorting clearing etc.	Total	Remarks
1	2	3	4	5	6	7	8	9	10	11
					Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs.P.	Rs. P.

--	--	--	--	--	--	--	--	--	--	--

Signature of S.D.O.
Sub-Division.....

Signature of Draughtsman
Division

Signature of E.E.
Division.....

APPENDIX 2.06

(See paragraphs 2.053)

.....**Division**

Detailed Abstract of the Estimates for Annual Repairs to State Roads the Sub-Division During the Year Ending on the
31st March 19.....

Part - I

Sub-Division	Main Head	Name of road	Length	Collection of materials for renewals	Collection of materials for repairs	Total cost of collection	Consolidation	Earthen sides	Total of Part-I estimate
1	2	3	4	5	6	7	8	9	10
		I. Metalled road. (1) (2) Total- II. Unmetalled roads. (1) (2) Total- III. Fair weather roads.							

APPENDIX 2.06

[illegible]

Sanctioned for Rs.

S.D.O.

.....Sub-Division

E.E.

.....Division

APPENDIX 2.07

(See paragraphs 2.064)

.....**Division**

Register or Bridges, Culverts and Cause ways on theRoad/Canal in
theDistrict.

Abbreviations - Arch semi circular-A Semi; Arch Segmental, Seg, Girdar Iron, G.I.; Timber,T., Block cotton soil, B.S., Yellow clay, Y.C., Gravel, G., Moorum, M.

Heard Rock, H.R., Brick Masonry, B.M. Basalt Coarse, B.C., Basaltrubble, B.R., Sandstone coarse, S.C., Hoop-Iron H.I., Rolled Girders, R.G., Plate girders, P.G., Slab stone vent, S.S.V., Sandstone Rubble, S.R., Stone Masonry, S.M.

[illegible]

APPENDIX 2.08

(See paragraphs 2.069, 2.072)

.....Division

PART - I

Half-Yearly Inspection Report on Bridges, Culverts and Causeways on the Road Canals for the year Ended on
..... 19

[illegible]

--	--	--	--	--	--	--	--	--	--

(1) Certified that I have thoroughly inspected every bridge, culvert or causeways on this road/canal and that with the exception of those shown in the statement above, they are in good order.

S.O.

(2) Certified that I have personally inspected every bridge, culvert of 6 meter span and above all those that are damaged and 10 percent of the remainder and have satisfied myself that the S.O. has carried out a proper inspection as required by the rules.

S.D.O.

.....Sub-Division

(3) Certified that I have scrutinized the half yearly inspection reports on crossings of the Sub-division for the half year ended on..... and found them to be properly completed under the rules and that a true description of the damage sustained by the various crossings is recorded above and reports have been sent to S.E. for the damaged bridges.

E.E.

.....Division

(See paragraphs 2.069)

PART - II

Abbreviations :- Arch semi circular, A.Semi; Arch Segmental, A Seg., Girder Iron, G.I.; Timber, T; Black cotton soil, B.S.; Yellow clay, Y.C., Gravel, G; Moorum, M; Hard rock, H.R., Brick masonry, B.M.; Basalt coarse; B.C., Bora of rubble, R.B.; Sand stone coarse, S.C.; Hoop iron, H.I.; Rolled Girders, R.G., Plate girder, P.G., Slabs stone vent, S.S.V.; Sand stone rubble, S.R.; Stone masonry, S.M.

[illegible]

Section (b) - Bridges, culverts or causeways dismantled or replaced

Name of road	S.No. of crossing in the register	Remarks (whether dismantled or replaced giving reasons)
1	2	3

S.O

S.D.O.
.....Sub-Division

E.E.
.....Division

APPENDIX 2.10
(See paragraph 2.079)

DETAILED NOTICE INVITING TENDERS

(in From A,B and C)

(For PWD and PHED)

Office of the

1. N.I.T. Form issued to

2. Tender invited fromClass
contractor.....

3. Due date of tender

4. Name of work

5 Amount of estimate

6 Amount of contract

7 Amount of earnest money

8 Cost of tender

9 Time allowed for completion

10. Works to be done on schedule of rates issued byin force
from

11. Following materials will be supplied by the Department :-

1.

2.

3.

4.

12. The following clauses of this N.I.T. are not applicable for this work
.....

Dated

Signature of
officer
issuing N.I.T.

GOVERNMENT OF MADHYA PRADESH

.....DEPARTMENT

DETAILED NOTICE INVITING TENDERS

(In From A, B, C)

Date of Issue of N.I.T.

Date of Receipt of Tender

1. INTRODUCTION :

- 1.1 Sealed tenders are invited on behalf of the.....or the following work in form and will be received at the office of the Executive Engineer up to 3.00 P.M. on thefromcategoriesto.....of "A" Class contractors registered, in "B" Class registered in theand "C" Class in the office of the Executive Engineer of

Division :-

1. Name of work
 2. Amount of estimate Rs.....
 3. Probable amount of contract Rs.....
 4. Amount of earnest money Rs.....
 5. Time allowed for completion months including/ excluding rainy season from the date of written order to commence the work .
- 1.2. The electrical work shall be executed only through the contractors who possess proper valid electric licence from the Chief Electrical Advisor to the Government. He should also attach a copy of the licence.
- 1.3. Not more than one tender shall be submitted by a contractor or by a firm of contractors.
- 1.4 No two or more concerns in which an individual is interested as a proprietor and /or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
- 1.5 The.....shall be accepting officer hereinafter referred to as such for the purpose of this contract .

- 1.6 Applications for issue of tender documents shall be submitted to.....so as to reach the office not later than.....
- 1.7 Tender documents consisting of plans specifications, schedule(s) of quantities of the various classes of work to be done , the conditions of contract and other necessary documents, together with addressed envelopes to be used for return of forms and other documents, will be open for inspection and issued .
for sale on payment of Rs.....on or beforeand up to.....
- 1.8 The copies of other drawings and documents pertaining to the work signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the following office during working hours between the dates mentioned in clause-1.7 above
.....

2.Rates :

- 2 .1. The schedule of items:-
The schedule of main items of work to be executed is enclosed as Annexure-(F)
- 2.2. Percentage rate tender in from "A" or "C"
- 2,2.1. In respect of percentage rate tenders, contractor should quote his separate tender percentage rate above or below the following schedules of rate .
- (a) **Building work** .- The current schedule of rate issued by the.....in force fromand its amendmentsissued up to date of N.I.T.
 - (b) **Electric fittings**. - The current schedule of rates issued by the.....in force with effect fromand its amendments issued up to the date of issue of N.I.T.
 - (c) **Water supply and sanitary fittings** .- The current schedule for rates issued by the in force with effect from..... and its amendments issued up to the of issue of N.I.T.
 - (d) **Road works** .- The current schedule of rates issued by the.....in force with effect fromand its amendments issued up to the date of issue of N.I.T.
- 2.2.2. (For Form -"A" only). The percentage of tender above /below or at par with the relevant schedule rates inclusive of amendments and correction slips issued up to the date of notice inviting tenders should be expressed on the tender form itself both in words and figures in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the correction should be duly attested prior to the submission of tender.

Tender not specifying percentage in words will summarily be rejected. Any amendments to the schedule of rates after the issue of this tender notice or the date of issue of any amendments to the NIT specifically notifying the said amendments to the current schedule of rates, shall not apply to this tender.

- 2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause-2.2.1 or have been derived from the said current schedule of rates and not to other items of work.
- 2.2.4 The percentage quoted by the contractor shall not be altered by the contractor during the terms of contract. The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.
- 2.3.1 Item Rate Tenders in form - "B". In respect of item rate tenders, contractor should quote his rates for the items mentioned in the schedule of item in Annexure-F of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be as given by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.
- 2.3.2 The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.
- 2.4 **Lead and lift of water** - No lead and lift for carting of water will be paid.
- 2.5 **Lead and lift of materials**, - No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause- 2.2.1 of the NIT or in the schedule of items in respect of item rate tenders.
- 2.6 **Non-schedule items of works**. - During the execution of the work there is likelihood of such items of work, which do not find place in the current schedule of rates, referred to above in respect of percentage rate contracts or such items which are given in the schedule of items in respect of item rate contracts, for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

Rates of such items of work which do not find place in the current schedule of rates referred to above, in respect of percentage rate contracts or such items in respect of item rate contracts shall be decided by theand the decision of the shall be binding on the contractor. The quantum of such work will not exceed 10% of amount of contract unless accepted by the department and the contractor.

3. Submission of Tender :

- 3.1 **Earnest Money**, - No tender will be received without a deposit of earnest money of Rs. which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority and on production of a certificate of that all tender documents have been returned, and will be retained from the successful tenders as part of the security deposit.
- 3.2 **Form of Earnest Money.**
- 3.2.1 Where the amount of Earnest money is more than Rs. 500 the same shall be accepted only in the shape of Bank drafts or in other shapes mentioned in W.D. Manual para. 2.079 in favour of officer inviting tender.
- 3.2.2 The intending tenderers from other states may remit E.M. in the form of the Bank draft of any schedule bank to the Executive Engineer.....
- 3.3 **Earnest Money in separate covers** - The Earnest Money in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer.
- 3.4 **Adjustment of Earnest Money.-** Earnest money, which has been deposited for a particular work, will not, ordinarily, be adjusted towards the earnest money for another work, but if the tender of contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to any reason, it may be so adjusted by the Executive Engineer.
- 3.5 **Security Deposit.** - (a) The Security Deposit shall be recovered from the Running Bills, @ percent as per clause-I of the agreement read with para 3.5 of the N.I.T.
- (b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of Contract or exceeds the probable amount of the contract.
- 3.6 **Implication of submission of Tender** - Tenderers are advised to visit site sufficiently in advance of the date fixed for Admission of the tender. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site, etc. whether he inspects them or not.
- 3.7 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect. laid down in the National Building Code of India 1970/ Indian Standards the

scope and specification of the work to be done and the conditions and rates at which stores, tools and plants etc. will be issued to him by thehas seen the quarries with their approaches, site of work, etc., and satisfied himself regarding the suitability and availability of site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.

3.8 **Income Tax Clearance Certificate..** – A tenderer purchasing tender documents for works exceeding Rs. 2.00 lacs shall submit either an Income Tax Clearance Certificate in the form printed as Annexure - D or a certificate from the Income Tax authority that the assessment is under consideration. No tender documents can be issued/sold to him unless such certificate is submitted.

3.9 **List of works in progress** - Tenders must be accompanied by a list of Contracts already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing therein, -

- (ii) the amount of each contract,
- (iii) balance of work remaining to be done, and
- (iv) the amount of solvency - certificate produced by him at the time of enrolment in the

3.10 **Relationship.** - The contractor shall not be permitted to tender for works in the Division (responsible for award and Execution of contracts) in which his near relative is posted as Divisional Accountant. He shall intimate the names of his near relative working inSecretariat and Divisions. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any gazetted officer in theSecretariat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the

Note - By the term near relative is meant wife, husband, parents and son, grand son, brothers, sisters, brother - in - laws, father - in - law and mother - in - law.

3.11 The tender for the works shall be witnessed by a contractor. Failure to observe this condition shall render the tender of the contractor liable to rejection.

4. **Opening and Acceptance of Tender :**

4.1 **Place and Time of opening** - The tenders shall be opened at time and place stated in para-1, by the Executive Engineer in the presence of the tenderer or their duly authorized agents who may choose to attend. The

Executive Engineer under unavoidable circumstances, may depute another officer in his absence to receive and open tenders on his behalf.

- 4.2 **Powers of Executive Engineer.** - The Executive Engineer does not bind himself to accept or recommend for the acceptance to the or other higher authority, the lowest or any tender or to give any reasons for his decision.

Conditional Tender - Conditional tenders are liable to be rejected.

- 4.4 **Canvassing** - Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishtta Bharasta Acharan Nivaran Vidheyak, 1982.

- 4.5 **Unsealed Tender.** - The tenders shall be rejected, if not properly sealed.

- 4.6 **Authority of Executive Engineer.** - The authority competent to accept a tender, reserve the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.

- 4.7 **Validity of offer** - Tender shall remain open up to four months from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever., earnest money deposited with the tender shall be forfeited by the.....

5 Specifications :

- 5.1 **Brief Specification** - A brief note on construction and specifications of the work is enclosed in Annexure-E.

- 5.2 **Material of Construction** - The materials of construction to be used in the work shall be governed by the provision of part-V of the National Building Code of India, 1970 and the relevant Indian Standard specification with amendments and revisions issued up to the date of tender notice.

- 5.3 **Workmanship** - The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer, in respect of workmanship will be final.

- 5.4 **Specification for building works** - (Including water supply and sanitary fittings.)

5.4.1 The contractor shall execute the work in conformity with the standards and procedure laid down in the National Building Code of India, 1970, and as per Maharashtra P.W.D. specification or specification in force, or special specification whenever enclosed separately, and in accordance with the approved drawing.

5.4.2 **Concrete** - All concrete shall be mixed in concrete mixers and compacted by mechanical Vibrators. Slump test shall be carried out during concreting and sample test cubes prepared and tested in due course. The testing will be carried out by the Department.

The results of the tests shall conform with the required standard and if the Engineer-in-Charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-Charge at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test results.

5.4.3 **Bricks.-** The contractor should use the bricks manufactured on the metric measures, as far as possible.

5.4.4 All timber used in the wood work for all new works must be properly seasoned. In case of important buildings mechanical seasoning should be done in good seasoning plant.

In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense but no certificate is required where no additional rate is paid.

5.4.5 **Maintenance of roofs.** - Subject to the provision in the agreements, it will be the responsibility of the contractor to see that the building does not leak, during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its completion and he will make good and replace all the defective work on this account.

5.5 **Specification of Electrical Works.**

5.5.1 The work will be carried out as per the approved drawing and as directed by the The work will be governed by "General Specifications" for the Electrical Works in Government buildings in Madhya Pradesh in force from 1972.

5.5.2 All samples of electrical accessories should be got approved from the Engineer-in-charge. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. A list of accessories is enclosed as Annexure-E.

5.5.3 The period of testing and refund of deposit will be 6 months after completion of work.

5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixtures will be made by the as mentioned in the C.S.R. As such labour rates only as per C.S.R. will be paid for fitting such items in position as per C.S.R.

5.5.5 The contractor should submit wiring diagram on tracing cloth showing the point position of switch, length of point, position of D.B. and main switch circuit No. in which points fall at the time of final bill. Otherwise deduction of 1/2 percent (Half percent) will be made from the bill.

5.6 **Specification for works.**
(Excluding bridges and culverts).

The road works and collection of material for road works shall be carried out according to Maharashtra P.W.D. specifications, as adopted for or specifications in force, or special Specifications wherever enclosed separately, or the relevant specifications published by the Indian Road Congress.

5.7 **Contradictions or amendments** - In the event of contradictions between the stipulations of the current schedule of rates (vide part of this N.I.T.) and aforesaid specification (vide para-5.1 to 5.6 above) the stipulations of the current schedule of rates shall gain precedence. In the event of contradictions, if any between different specification and or codes of practice, referred to above, the decision of the..... shall be final subject to appeal in case of dispute before within one month ofdecision.

6. **Supply of Materials :**

6.1 **Material supplied by the department.** - The following materials will be supplied by the department.

Name of materials.	Rate	Place of delivery.
(1) Cement.....Per Bag.		
Rs.....		
(Including cost of containers).		
(2)		
(3)		

6.1.1. The Contractor shall be liable to return unused cement bags after due allowance of limit of variation prescribed in the C.S.R. to the stores of the failing which cost of unused cement bags shall be recovered from contractor at double the agreement rates/issue rate which ever is more.

- 6.2 **Return of empty cement bags.** – It shall be compulsory on the part of the contractor to preserve and return empty cement bags in sound condition to the extent of at least 75 percent of the bags issued to him, to the engineer in charge of work at the place of issue for which no transportation will be payable. The rebate for such bags will be as per rates fixed by D.G.S. & D. from time to time. In case the empty bags are not required by the the contractor will have to sell these to the authorised collecting agents at the price fixed by the D.G.S. & D. from time to time and produce receipts in support.
- 6.3 **Penalty for non-return of Bags.** - For each bag not so returned to the extent of issues, in sound condition a rate of Rs. per bag will be charged. The decision of the Engineer-in-charge whether or not a bag is in sound condition shall be final.
- 6.4 In case of the departmental supply of Iron/Steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in C.S.R. (with due allowance for the percentage above or below C.S.R. tendered and accepted.)
- 6.5 **Delay in supply** - If the materials are not supplied in time, the contractor will not be allowed any claim for any loss, which may be caused to him, but only extension of time will be given at the discretion of the Executive Engineer and if applied for by the contractor before the expiry of the contract.

7. **Miscellaneous Conditions :**

- 7.1 **Subletting** - The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relived of any obligation or duty or responsibility which he undertakes under the contract.
- 7.2 **Taxes.** - All dues regarding taxes, including the sales tax, other duties etc., levied on the contractor's work by Government and local bodies or private Individuals will be payable by the contractor. The..... will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.
- 7.3 Mineral extracted for works carried out on behalf of the Government of India, from the quarries in possession of and controlled by the State Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The..... shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only).

- 7.4 **Rules of Labour Camps.** - The contractor will be bound to follow the Madhya Pradesh Model Rule relating to lay-out, water supply and sanitation on labour campus (vide Annexure-A) and the provisions of the National Building Code of India, in regard to construction and safety.
- 7.5 **Fair wages.** - The contractor shall pay not less than fair wages to labourers engaged by him on the works (rules enclosed vide Annexure-B).
- 7.6 **Works in the vicinity.** - The Executive Engineer reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7. **Best quality of construction materials.** - Materials of the best quality will be used as approved by the Executive Engineer.
- 7.8 **Removal of undesired persons.** - The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who, if in the opinion of the Executive Engineer is unsuitable or undesirable.
- 7.9 **Amount due from Contractor.** - Any amount due tofrom the contractor on any account concerning work may be recovered from him as arrear of land revenue.
- 7.10 **Tools and Plants.** - The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued to the contractor as a special case.
- 7.11. **Right to increase or decrease work.** - The competent authority reserves the right to increase or decrease work.
- The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation.
- 7.12 **Time Schedule.** - The work shall be done by the contractor according to the time schedule fixed by the competent authority.
- 7.13 **Time of Contract.** - Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the Contractor and shall be reckoned from the date of work order to commence the work.
- 7.14 **Payment by Cheques.** - The payment will be made by cheques on the Bank only. No Bank commission charges on realising such payment will be borne by the

- 7.15 **Transport of Materials.** - The contractor shall make his own arrangement for transport of all materials. The is not bound to arrange for priority in getting wagon or any other material though all possible assistance by way of recommendation will be given if it is found necessary in the operation by the Engineer in charge. If it proves to be ineffective, the contractor shall have no claim for any compensation on that account.

8. **SPECIAL CONDITION**

To be inserted in the N.I.T. of a particular work if found necessary in the interest of the work.

8.1 Agreement :-

- 8.1.1. **Execution of agreement.** - The tenderer whose tender has been accepted here in after referred to as the contractor, shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited toand tender being cancelled.

- 8.1.2. (a) The contractor shall employ the following Technical Staff during the Execution of work. -

- (i) One Graduate Engineer when the work to be executed is more than Rs. 5 Lakhs.
- (ii) One diploma Holder, Sub-Engineer when the cost of work to be executed is from Rs. 2 Lakhs or more but not more than Rs. 5 Lakhs.

- (b) The Technical Staff should be available at site whenever required by the Engineer-in-Charge to take instructions.

- (c) In case the contractor fails to employ the technical staff as aforesaid, the E.E. shall have the right to take suitable remedial measures.

- (d) The contractor should give the names and other detail of the Graduate Engineer/Diploma Holder, Sub-Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.

- (e) The contractor should give a certificate to the effect that the Engineer/Diploma holder, Sub-Engineer is exclusively in his employment.

Provided that :-

- (i) An Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 25 Lakhs in the case of an Engineer and Rs. 5 Lakhs in the case of a Sub-Engineer.
- (ii) It is not necessary for the contractor's partner in case of firm/company, who is himself an Engineer, Sub-Engineer to employ another Engineer, Sub-Engineer for the Supervision of work.
- (iii) The Retired Assistant Engineer who is holding a Diploma may be treated at par with a Graduate for the operation of the above clause.

In Case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay thesum of Rs. 1000 (one thousand only) for each month of default in the case of graduate Engineer and Rs. 500 (Five hundred only) for each month of default in the case of Diploma Holders Sub-Engineer.

8.2 Conditions applicable for contract . - All the condition of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form :-

Following documents annexed with this N.I.T. shall form part of the contract.

Annexure-"A" : Model Rules relating to labour, water supply etc.

Annexure- "B" : Contractor's labour regulations.

Annexure- "C" Source of material (not applicable for building works).

Annexure- "D" Form of Income Tax Clearance Certificate (Applicable to works costing more than Rs. 2.00 Lakhs).

Annexure- "E" : Brief specifications.

Annexure- "F" : Schedule of items.

Annexure- "G" : Form of Bank Guarantee.

ANNEXURE "A"

Model Rules Relating to Labour, Water Supply and Sanitation in Labour Camps

Note. - These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to. Standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps.

1. **Location.-** The camp should be located in elevated and well drained ground in the locality.
2. Labour huts to be constructed for one family of 5 persons each. The lay out to be shown in the prescribed sketch.
3. **Hutting.-** The huts to be built of local materials. Each hut should provide at least 20 sq. metres of living space.
4. **Sanitary facilities. -** Latrines and urinals shall be provided at least 15 metres away from the nearest quarters separately for men and women and specially so marked on the following scale.
5. **Latrine.-** Pit provided at the rate of 10 users or two families per seat, separate urinals as required as the privy can also be used for this purpose.
6. **Drinking water.-** Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged, when supplies are from intermittent sources overhead storage tank shall be provided with a capacity of five liters a person per day. Where the supply is to be made from a well it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 metres away from any latrine or other source of pollution. If possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting.
7. **Bathing and washing.-** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. metres for washing and bathing. Proper drainage for the waste water should be provided.
8. **Waste disposal.-** Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into those dustbins. The

Dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.

9. **Medical facilities.**- (A) Every camp where 1,000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time nurse shall be employed.

(B) Every camp where less than 1,000 but more than 250 persons reside shall be provided with a dispensary and a part time nurse/midwife.

(C) If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons, trained in first aid.

All the medical facilities mentioned above shall be for all residents in the camp including a dependent of the worker, if any, free of cost.

Sanitary Staff. - For each labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scales :-

(1) For camps with strength over 200 but not exceeding 500 persons - one sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.

(2) For camps with a strength over 500 persons one sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.

ANNEXURE - "B"

Contractor's Labour Regulations

The Contractor shall pay not less than fair wage to laborers engaged by him in the work.

Explanation. - (a) "Fair wages" means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the department for the division in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the labour Act in force.
- (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid licence under the Contract (Regulation and Abolition) Act, in force and rules made there under by the competent authority from time to time before commencement of work, and continue to have a valid licence until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Contractor.

ANNEXURE - "C"

Statement Showing the Lead of Materials

S.No.	Description	Lead
1.		
2.		
3.		
4.		
5.		

Note - This statement is only for guidance of the contractor. The tenderer should satisfy him self regarding the availability of the required quality and quantity of materials.

ANNEXURE - "D"

Form of Certificate on Income Tax to be submitted by Contractor Tendering for Works

Costing Rs. 2.00 Lakhs or more

- (i) Name and style (of the company, firm, H.U.F. or individual) in which the applicant assessed to income tax and address for purposes of assessment.
- (ii) The Income Tax Circle/Ward/District in which the applicant is assessed to income-tax.
- (iii) Following portion concerning the last income tax assessment made :-
 - (a) Reference No. (Or G.I.R. No.) of the assessment
 - (b) Assessment year and accounting year
 - (c) Amount of total income assessed
 - (d) Amount of tax assessed I.T. S.T., E.P.T., B.P.T
 - (e) Amount of tax paid I.T. S.T., E.P.T., B.P.T
 - (f) Balance being tax not yet paid and reasons for such arrears.
 - (g) Whether the attachment or certificate proceedings pending in respect of the arrears.
 - (h) Whether the company or firm or H.U.F. on which the assessment was made has been or is being liquidated, wound up, dissolved partitioned or being declared insolvent, as the case may be.
- (i) The position about later assessments namely, whether returns submitted under section 22(1) or (2) of the income-tax act and whether tax paid under section 18-A of the act and the amount of tax so paid or in arrears.
- (iv) In Case there has been no income tax assessment at all in the past, whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so, the amount of income tax returned or tax paid and the income tax circle/ward/ District concerned.
- (v) The name and address of branch(es) verified the particulars set out above and found correct subject to the following remarks.

Dated

.....
(Signature of I.T.O.
Circle/Ward/District)

ANNEXURE "E"

Specification for the work of construction of

Executive Engineer

ANNEXURE "F"

Schedule of Items to be Executed

S.No.	Particulars of items	Unit
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Executive Engineer

ANNEXURE "G"

Guarantee Bond

(To be used by approved scheduled banks)

1. In consideration of the Governor of Madhya Pradesh (hereinafter called the Government) having agreed to exempt(hereinafter called the said contractors) from the demand under the terms and conditions of an agreement dated..... made between and for (hereinafter called the said Agreement) of earnest money deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs.(Rs.only). We Bank Limited (hereinafter referred to as "The Bank") do hereby undertake to pay to Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Government by the reason of any breach by the said contractor(s) of any terms or condition contained in the said agreement.
2. WeBank Limited, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or suffered by the Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We.....Bank Limited further agree with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of Government under or by virtue of said agreement have been fully paid and its claims satisfied or tilldepartment ofcertifies that the terms of the said agreement have been fully and properly carried out by the said

contractor(s) and accordingly discharges the guarantee Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank Limited, further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder or vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation of extension having granted to the said contractor(s) for any forbearance act, or omission on the part of the Government or any indulgence by the Government of the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We.....Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day.....
of..... 19.....
ForBank Limited

APPENDIX 2.10-A

(See paragraph 2.079)

(N.I.T. for Form A and B for Water Resources Department only)

PART – I

Sealed tenders for following works in the Form A (percentage rate tenders based on Schedule of rates of water Resources Department in force from 1st February, 1977 inclusive of all correction slips) /B (item rate tenders) will be received at the office of the Executive Engineer Division.....up to 3 P.M. on the from categories.....toClass contractors registered in the office of the Engineer-in-chief/Chief Engineer/Superintending Engineer/ Executive Engineer.....Department and firms of repute who have successfully executed similar works (provided, they get themselves registered in the appropriate class prior to drawal of agreement.)

The contractor may tender, for any one or more works within his financial capacity to tender but the earnest money will be payable separately for each work tendered for. :-

S. No.	Name of work	Probable amount of contract	Amount of earnest money	Cost of each tender document	Period of completion
--------	--------------	-----------------------------	-------------------------	------------------------------	----------------------

.....
Months from
the date of issue of work order
(excluding three months of monsoon)

The tender documents and other particulars can be had from the office of the Executive Engineer, Division On any working day during office hours up to the date.....before the last date on which tenders are received.

For visiting sites of works, interested parties may contact the District or Executive Engineer, Division District..... for seeing the works sites and getting details of works.

.....
Endt.No.....Date..... (Issuing Authority)

Copy forwarded to :-

1. Engineer-in- Chief. C.G. W.R.D./P.W.D./ P.H.E.D.
2. The Chief Engineer Basin/ Project/Zone.
3. Superintending engineer.
- 4.
- 5.
- 6.
- 7.
- 8.

PART II
GOVERNMENT OF MADHYA PRADESH

..... **DEPARTMENT**
Notice Inviting Tenders

Public Works Contracts

Tender Notice No.....

2.1 Sealed percentage rate tenders based on schedule of rates (S.O.R.) for Irrigation Department in M.P. in force from 1st February, 1977/item rate tenders for following works in form A/B will be received at the office of the up to 3 P.M. on the from the categories to class contract or registered in the office of the Engineer-in- Chief/ Chief Engineer/Superintending Engineer /Executive Engineer Department of M.P.

- (1) Name of work
- (2) Amount of the estimate
- (3) Probable amount of contract
- (4) Time allowed for completion Months from the date of issue of work order (excluding 3 months of monsoon period.)

The contractor may tender for any one or more works within his financial capacity to tender, but earnest money will be payable separately for each work tendered for.

2.1.1 The tenderer shall submit his tender in two separate sealed envelopes marked as envelope "A" and envelope "B". In envelope "B" he shall submit special conditions stipulated by him over and above the conditions laid down in the departmental tender document i.e. technical bid. He shall also indicate financial implications of each of such conditions in this envelope. In envelope "A" the contractor shall submit the main tender indicating his offer i.e. the price-bid. This envelope shall not contain any condition. Any condition stipulated in envelope "A" shall not be taken into account. The tenderer should also ensure that his tendered amount quoted in the price bid is not mentioned in any other document directly or indirectly. If any such mention is made, the tender will become invalid and shall be considered.

2.1.2 At the time fixed for opening of tenders, only envelope "B" shall be opened and conditions stipulated by the contractor shall be read out, Envelope "A" shall not be opened and shall be kept in safe custody with the officer receiving the tender. If however, none of the tenderers has stipulated any condition, envelope "A" shall be opened immediately after opening envelope "B".

2.1.3 After opening of envelope "B" if it is considered necessary to negotiate with all the tenderers to frame uniform conditions, date shall be fixed and notified to all contractors who have tendered for this work and uniform conditions shall be framed.

2.1.4 All the tenderers shall thereafter be asked to quote additions, reductions from their original offer by acceptance of the uniform conditions mentioned above, in a separate sealed envelope marked envelope "C".

2.1.5 Date for opening of envelope "A" and envelope "C" shall be fixed and intimated to all contractors who have tendered and these two envelopes shall be opened in their presence and the offers contained in the two envelopes shall be read out.

2.1.6 If any tenderer stipulates any condition other than the common conditions agreed to by the department in the revised price bid, his tender shall be rejected out right and his tender shall be ignored.

Note. - Clauses from 2.1.1 to 2.1.6 are applicable for tenders whose amount put to tender is more than Rs. 25 Lakh. In other cases the tenders should be submitted in one sealed envelope.

2.2.1 Applicable for percentage rate tender–Form A only:-

The percentage of tender above or below to the Schedule of Rates for Water Irrigation Department in M.P. in force from 01.02.77 inclusive of all correction slips up to the date of issue of the tender notice should be expressed both in words and figure in clause 4.2.1 of the agreement form A.

The percentage above or below as the case may be as tendered in clause 4.2.1 of agreement form A shall be calculated on the amount of the bill for the work done after deducting the cost of materials supplied by the department at rates specified in the agreement.

2.2.2. All overwriting should be neatly scored out and rewritten and correction should be duly attested prior to the submission of the tender.

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposited by the contractor shall be forfeited.

2.3.1 Blank forms of tender can be obtained from the office of the on payment of Rs..... for each form and the plans and specifications of the work may be seen and all other particulars ascertained during office hours on any working day after the date on which the notice is affixed on the notice board in the office of the Executive Engineer and before the last date on which the tenders are to be received.

2.3.2. The estimated figures of quantities and cost shown in the tender document are not guaranteed for contract but merely given as rough guidance.

2.3.3. Each tenderer should carefully examine the drawings, specifications. Special conditions and other particulars etc. and visit the site of works and fully satisfy and acquaint himself about the nature, location of the work, the surface condition, quality and quantity of materials required, the character of

equipment and ancillaries needed preliminary to and during the execution of the work and general and local conditions which may affect the work or its cost.

2.4.1. No tender will be received without a deposit of earnest money of Rs.(in words.Rs.....) in a separate sealed cover duly superscribed. The earnest money will be returned to the unsuccessful tenderers on the rejection of their tenders or earlier as may be decided by the competent authority and will be retained from the successful tenderer as part of security deposit.

2.4.2. The rate earnest money to be submitted by the intending contractors will be as under :-

- (i) For tender up to Rs. 1 Lakh. 2 percent.
- (ii) For more than Rs. 1 Lakh and 1 percent subject to a
up to Rs. 5 Lakhs. minimum of Rs2000.
- (iii)For tenders more than Rs.5 Lakhs 0.75 percent subject to a
and up to Rs. 2 Crores. minimum of Rs.5,000.
- (iv)For tender more than 2 Crores. 0. 5 percent subject
to a minimum of Rs, 5.00 Lakhs and
maximum of Rs.5.00 Lakhs.

2.5.1 Where the amount of the earnest money to be deposited is more than Rs. 500 and the tenderer proposes to pay it in cash he shall pay the earnest money to be credit of Revenue Deposit on behalf-of-the-Executive Engineer.....Division.....in to branch of State Bank of India Government treasury or sub treasury with in the jurisdiction of the Executive Engineer mention above the send/produce the challen to the Executive Engineer separately and it should be kept in the cover containgtenders. If however the tender wishes to instead of depositing the earnest money in any one of the following forms, he may do so and produce/send the same duly hypothicated to the Executive Engineer.

- (i) Treasury receipts
- (ii) National Savings Certificates
- (iii) Treasury Bonds
- (iv) Approved interest bearing Securities(This includes M.P.State Development Loans).
- (v) Government Promissory Notes/ National Plan Loans.
- (vi) Post Office Cash Certificates
- (vii) 10 years Treasury Saving / Deposit Certificates
- (viii) 12 years National Saving Certificates.
- (ix) 10 years Defense Deposit Certificates
- (x) National Saving Certificate duly hypothecated in the name of Government of M.P.
- (xi) all small saving securities and post office saving Bank Account duly pledged to Government..

- (xii) Debentures of M.P.Housing Board.
- (xiii) Bank drafts of the state Bank of India or of scheduled Banks in case of tenders of other States.
- (xiv) Unit of Unit Trust of India.
- (xv) Bank drafts issued by big Urban Banks whose working capital exceeds Rs.5 crores and by A,Band C class Central/Co--operative Banks /Non-Scheduled State Co-operative Banks subject to the condition that the drafts are encashed by the accepting authority as soon as they are received and the contractor are allotted only after the encashment of drafts as per M.P.F.D.No.F/3/18/77/8/5(iv),dated 13-2-1973.
- (xvi) Bank guarantee(vide annexure G-1).

2.5.2 The earnest money in one of the prescribed forms should be produced/ sent separately and not kept in the covers containing the tenders and if the earnest money is not accordance with the prescribed mode the tenders would be returned unopened to the tenderer.

2.6. The intending tenderers from other States may remit the Earnest Money in the form of Bank Draft of the State Bank of India or any other Scheduled Bank of Executive Engineer.

2.7 Earnest money which has been deposited for a particular work will not ordinarily be adjusted towards the earnest money for another work, but if tender of a contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to some reason it may be so adjusted by Executive Engineer.

2.7.1. Applicable to percentage rate Tenders - Form A only.

The percentage tendered by the contractor will only apply to those rates which find place in the Unified Schedule of Rates of Irrigation Department in force from 1-2-77 or have been derived from the said schedule of rates and not to other items of work.

2.8. The security deposit shall be 5% of the amount of contract.

2.9 The authority competent to accept a tender reserves the right of accepting the tender for the whole work for a distinct part of it, or of distributing the work between one or more tenders.

2.10 The tenderer whose tender has been accepted (hereinafter referred to as the contractor) shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement in the prescribed form with a fortnight of the date of communication of acceptance of his tender by the competent authority. Failure to do so will result in the earnest money being forfeited to Government and tender being cancelled.

2.11 The submission of a tender by a contractor implies that he has read the notice and conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has seen the quarries

with their approaches, some of works etc. and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches thereto shall lie wholly with the contractor .

2.12. The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties the whole or any portion of the work under the contract. Even where such approval is granted the contractor shall not be relieved of any obligation, duty or responsibility which he under takes under the contract.

2.13. All the conditions of the tender notice will be binding on the contractor and will form a part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed forms and special conditions of contract.

2.14. Conditional tenders are liable to be rejected.

2.15. The tender will be opened at the time and place stated in para. 2.1 by the in the presence of the tenderers or their duly authorized agents who may choose to attend. The (as in para. 2.1) under unavoidable circumstances may depute another officer in his absence to receive and open tenders on his behalf.

2.16. The does not bind himself to accept or to recommend for the acceptance of the Or higher authority the lowest or any tender.

2.17.1 All dues regarding taxes including the commercial tax, Octroi duties, etc. levied on the contractor's work by Government and Local bodies or private individuals will be payable by the contractor. The Irrigation Department will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

2.17.2. The royalty charges for extracting the minor minerals for Government work will be paid by the Collector as per rules but the amount so recovered shall be refunded by the Collector according to the procedure prescribed and as per rules on production of a certificate from the Executive Engineer to the effect that the minor minerals extracted by the contractor have been utilised on Government works.

2.17.3. Income Tax at the rate of 2% from any sum payable to the contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash, cheque or Draft or any other mode shall be deducted at the source from his running, final or any type of payment for this contract as per section 194 of Income – tax Act, 1961.

2.17.4. It is open to the contractor or the Sub-Contractor as the case may be to make an application to the Income Tax Officer concerned and obtain from him a Certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax Officer earlier.

Model Rules for Water Supply, Sanitation in Labour Camps

- 2.18. The contractor will be bound to follow the Madhya Pradesh Model Rules relating to lay out of water supply and sanitation in labour camps (vide Annexure A).

Fair Wages to contractors

- 2.19 The contractor shall pay not less than fair wages to labourers engaged by him on the work (copy of rules enclosed vide Annexure B.)

Right to Take up Work Departmentally or to Award on Contract

- 2.20. The Engineer-in-charge reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contractor.

Issue of Materials by the Department

- 2.21.1. The following materials will be supplied by the Department.

S.No.	Name of Articles	Unit	Rate	Place of Delivery
1.				
2.				
3.				

- 2.21.2. It shall be compulsory on the part of the contractor to preserve and return empty bags in sound condition and it shall be the entire responsibility of the contractor to return at least 75% of the empty cement Jute bags issued to him in shoud condition, direct to the authorized collecting agent at the price fixed by the Ministry of Industrial Department, Government of India from time to time and produce to the Department receipt in support of having returned the empty cement bags to the collecting agents.

- 2.21.3. For each bag not so returned in sound condition to the extent of 75% of the total number of Jute cement bags issued, recovery shall be made from the contractor at a rate of Rs. 1.00 per bag or twice the prevailing market rate of empty cement Jute bags whichever is more.

- 2.21.4. In case the collecting agent fails to remove the bags within 21 days of the receipt of due notice under registered. A.D. from the Contractor, the Contractor shall be at liberty to dispose of those bags in any manner he / they deem fit acknowledgement of the collecting agents of these letters will have to be furnished when demanded by the Engineer-in-Charge. In the event of any, dispute in this respect, the decision of the Engineer-in-Charge will be final, conclusive and binding on the Contractor.

Departmental Supply of Iron and Steel

- 2.22.1. Iron and Steel will be supplied by the department and their cost debited to the work. Only labourer rate as tendered by the contractor for cutting and binding, and fixing in position etc. of the steel for reinforcement will be paid in respect of quantity of iron/ steel supplied by the department.
- 2.22.2 In case of departmental supply of steel, all waste pieces will be returned by the contractor to the department. If the waste pieces exceed 3 percent that excess will be charged to the contractor at departmental issue rate plus usual departmental charges. The waste pieces of only reasonable size and quality will be accepted. Decision of the Engineer-in-Charge about the reasonableness will be final and binding on the contractor.

Delay in Supply of Departmental Materials

- 2.22.3. If the materials are not supplied in time, the contractor will not be allowed any claim for any loss which may be caused to him, but only extension of time will be given at the discretion of the competent authority if applied for by the contractor before the expiry of the contract.

Lead and Lift for Water

- 2.23. No lead and lift for carting of water will be paid.
- 2.24. Carting of materials will be allowed as per actual lead limited to the lead provided in the enclosed statement vide Annexure C. The Engineer-in-charge shall have power to change the quarries and allow longer leads provided the extra cost for each kind of materials does not exceed 20 per cent of the cost of lead.
- 2.25 **Applicable for item rate tenders-Form B only.-** Materials to be used on work specified in the contract will be only from the quarries specified in Annexure C. If the changes of quarries, from those mentioned in Annexure C, are necessitated due to any reason during the execution of work, such changes will be made only with the approval of the Superintending Engineer given in writing. Any alterations of items affected by change of such quarries will be governed by the clauses 4.3.13.1, 4.3.13.2 and 4.3.13.3 of the Agreement in form B.
- 2.26 If in a quarry, material of more than one quality is found the material of the best quality as approved by the Executive Engineer shall be used by the contractor.
- 2.27 No tender will be considered unless it is accompanied by a certificate from the Income Tax Officer concerned (specimen of this form is appended hereto vide Annexure D) or a certificate from the Income Tax authority that the assessment is under consideration.
- 2.28. The contractor shall execute the work as per detailed specifications part incorporated in the tender document and in accordance with the approved drawing and special conditions incorporated in the tender documents.

Schedule of Main Items of Works to be executed

2.29 A schedule of main items of work to be executed is enclosed vide Annexure I.

List of Works in Hand

2.30. Tenders must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tenders in M.P.Irrigation Department and elsewhere as per Annexure – K.

Removal of Unsuitable or Undesirable Employees of Contractor

2.31 The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who in the opinion of Executive Engineer is unsuitable or undesirable.

Recovery of Amount due to Government from Contractor

2.32. Any amount due to Government from the contractor on any account concerning work may be recovered from him as arrear of land revenue.

Transport of Materials is Contractor's Responsibility

2.33. The contractor shall make his own arrangement for transport of all materials. The Government is not bound to arrange for priorities for getting wagon or any other materials though all possible assistance by way of recommendation will be given, if it is found

Arrangements of Tools and Plants

2.34.1. The contractor shall arrange at his own cost tools and plant required for proper execution of work. It should be carefully noted that the plant and machinery as listed (Annexure-E) may be supplied by the Government under the orders of Superintending Engineer/Engineer-in-Charge of the work, if available and considered necessary in the interest of work on the conditions, terms and rates as specified in the annexure-E. The contractor will have to execute the agreement for hiring the machine, if required to do so by the Engineer-in-Charge in the prescribed form, Appended herein, vide Annexure F.

2.34.2. Items, if any, other than those referred in Annexure E will also be supplied by the Government if available on conditions and payments as may be fixed by the department at the time of loaning the plant.

Increase or Decrease of Items of Work

2.35. The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and contractor will be bound to comply with the order of the competent authority in the manner described in clause 4.3.13.1, 4.3.13.2, and 4.3.13.3 of agreement without any claim for compensation.

Execution of Work according to Time Schedule

- 2.36. The work shall be done by the contractor according to the time schedule fixed by competent authority.

Canvassing or Support for Acceptance of tender

- 2.37. Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors.

Responsibilities for Leaking of Building during Rainy Season

- 2.38. It will be the responsibility of the contractor to see that the building does not leak during the period of first rainy season of tiled and sheet roof and two consecutive rainy seasons in respect of terraced roof after its completion and he will make good and replace all the defective work on this account.

List of Persons Employed by Contractor

- 2.39. The contractor shall not be permitted to tender for works in the Division/Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). A list showing the names of the persons who are working with the contractor and are near relatives to any gazetted officer in the Department including Secretariat should also be appended to the tender. He should also intimate to the E.E. the names of subsequently employed persons who are near relatives to any gazetted officer in Department or Divisional Accountant in Division. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

Note.- By the term near relative is meant son, grand-son, father, mother, spouse, brother, sister, brother-in-law, father-in-law, and mother-in-law.

Price Adjustment

- 2.40.1. No claim for price adjustment on account of any reason whatsoever shall be entertained if construction period as per Notice Inviting Tenders is not more than 12 months. If construction period is more than 12 months the amount paid to the contractor for work shall be adjusted quarterly for increase or decrease in the rate of labour, material and P.O.L. excepting those materials supplied by the Government (as per Annexure -L). For this purpose quarters would be January to March, April, to June, July to September and October to December and the month/ date of opening tenders means the month / date prescribed in N.I.T. for opening the tender.

(A) Labour:

Increase or decrease in the cost due to labour shall be calculated quarterly in accordance with the following formula:-

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(L - L_O)}{L_O}$$

Where, V_L = increase or decrease in the cost of work due to labour during the quarter.

R = the value of work done in Rupees during the quarter.

L_O = the average consumer price index for industrial workers (wholesale prices) as applicable at (nearest place for which the indices are published) for the month in which the tender were opened.

L = The average consumer price index for industrial workers (wholesale price for the quarter) as applicable atnearest place for which the indices are published) for the quarter under consideration.

P_L = Percentage of labour component shall be

Note.- consumer price index numbers for industrial workers as published by the Government of India, Ministry of Labour, Labour Bureau, Simla shall be the basis for calculations

(B) Materials (other than P.O.L)

The increase or decrease in cost of materials other then those supplied by Government at fixed rate shall be calculated quarterly in accordance with the following formula;-

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(M - M_O)}{M_O}$$

V_m = The increase or decrease in the cost of works due to such materials during the quarter.

R = value of work done in Rupees during quarter.

M_O = The index number of wholesale prices in India (all commodities) for the month in which tenders were opened.

M = The average index number of wholesale prices in India (all commodities) for the quarter under consideration.

P_m = Percentage of such materials component which be.....

Note:- The index numbers of wholesale prices in India (all commodities) shall be as published by the Government of India, Ministry of Industry ,Office of the Economics Adviser.

(C) P.O.L

The increase or decrease in the cost of the P.O.L. shall be calculated quarterly in accordance with the following formula:-

$$V_p = 0.75 \times \frac{P_p}{100} \times R \times \frac{(P - P_o)}{P_o}$$

Where, V_p = increase or decrease in the cost of works due to P. O. L. during the quarter under consideration.

R = value of work done in Rupees during the quarter.

P_o = the price of H.S.D. Oil at.....
on the date on which tenders were opened.

p = the average price of H.S.D. Oil atduring the quarter under consideration.

P_p = percentage of P.O.L. component shall be.....

2.40.2 The price adjustment clause shall be applicable only for the work that is carried out within the stipulated time or extension thereof due to reasons as are not attributable to the contractor.

2.40.3 For the purpose of price adjustment amount of work done ("R" in the above formulae) during each quarter would mean value of work of completed items done plus value of the materials on which secured advance has been granted during the quarter, less the value of the materials in respect of such secured advance that has been recovered during the quarter.

2.40.4 No claims for price adjustment other than these provided herein shall be entertained.

Validity of offer

2.40. The period of validity of offer of tenders will be as follows:-

(i) Tenders within the competence of sanction of Executive Engineer i.e. up to Rs. 5 Lakhs.	2 Months
(ii) Tenders within the competence of sanction of Superintending Engineer i.e. up to Rs. 10 Lakhs	3 Months
(iii) Tenders within the competence of sanction of Chief Engineer i.e. up to Rs.25 Lakhs	4 Months
(iv) Tenders within the competence of sanction of Government.	6 Months

Bank Commission Charges

- 2.42 Bank commission charges in all payments by demand drafts outside the state will not be borne by the State Government but by the supplier/firm/ contractor himself.

Force Majeure

- 2.43 Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government, act of Legislature or other authority, stoppage or hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lock-out, or other disorganization of labour or transport, break down of machine, flood, fire, act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred by him due to these reasons.
- 2.44. Each tenderer shall supply the name, residence and place of business of the person or persons giving the tender and shall be signed by the tenderer with his usual signature. When tender is given by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registered number of the firm, shall be furnished. In such a case the tender must be signed separately by each partner 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. Tenders by a corporation shall be signed with legal name of the corporation followed by the name of the state of in--corporation and by signature and by designation of the president, secretary or other persons authorised to bind it in the matter.
- 2.45.1. The tender shall be submitted with the declaration that the contractor has successfully carried out large works of this nature and has adequate organisation, machinery and experienced personnel to handle jobs of this type and magnitude.
- 2.45.2. **A brief description of large works previously executed by tenderer.**- After the tender has been opened, any tenderer may be required to submit detailed particulars of such works along with the manner of their execution and other information that will satisfy the officer receiving the tender that the contractor has adequate organisation, including experienced personnel to execute vigorously the work to be carried out as per these specification.
- 2.45.3. (a) The contractor shall employ the following technical staff during the execution of works:-
1. One Graduate Engineer, when cost of the work to be executed is more than Rs. 5 (five) Lakh.

2. One diploma-holder Sub-Engineer, when the cost of the work to be executed is Rs. 2 Lakh and more but not more than Rs. 5 Lakh.
- (b) The technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.
- (c) In case the contractor fails to employ the technical staff as aforesaid, Government shall have the right to take suitable remedial measures.
- (d) The contractor should give names and other details of the Graduate Engineer, diploma holder Sub-Engineer whom he intends to employ or if under employment, on the work at the time he commences the work.
- (e) The contractor should give a certificate to the effect that Engineer, Diploma-holder Sub-Engineer is exclusively in his employment:

Provided that,-

- (1) An engineer or sub-Engineer may look after more than one work in the same locality but the total value of works under him should not exceed Rs. 20 Lakh in case of a graduate engineer and Rs. 5 Lakh in the case of a Sub-Engineer.
- (2) It is not necessary for a contractor (or partner) in case of firm/ company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of the work so long as the contractor /partner does work similar to what could have been done by an employed Engineer/Sub-Engineer.
- (3) A retired Engineer/ Assistant Engineer who is holding diploma may be treated at par with the graduate engineer for the operation of the above clause.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay to the Government a sum of Rs. 1,000 (One thousand only) for each month of default in the case of graduate engineer and Rs. 500 (five hundred only) for each month of default in the case of Diploma-holder Sub-Engineer.

2.46. The contractor should also give the following information invariably on cover containing the tender:-

- (a) Name and address of the contractor.
- (b) Class in which he is registered.
- (c) Amount of earnest money deposited and No. and date of money receipt etc.

2.47 Tender documents have to be completed and submitted with all the documents required in the tender notice. Following is the summary of the documents required to be submitted with the completed tender form.

- (i) The name, residence and place of business etc. of the tenderer vide clause 2.44 above.
- (ii) Details of contracts already held by the tenderer vide clause 2.30 above.

- (iii) Receipt of earnest money deposited vide clause 2.5.1. above or surety bond form bank.
 - (iv) Income –tax clearance Certificate vide clause 2.27 above.
 - (v) A list of near relatives of the tenderer working in M.P.....department vide clause 2.39 above see annexure J
 - (vi) Attested copy of the constitution of firm (if required) and power of attorney, as required vide clause 2.44.
 - (vii) A declaration that there has been no conviction / imprisonment for an offence involving moral turpitude.
 - (viii) Declaration and description as required vide clause 2.45.1 and 2.45.2
- 2.48. The contractor shall obtain a valid license under the contract (regulation and Abolition). Act in force and rules made there under by competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

PART III

SPECIAL CONDITIONS

3.1. **General.-** The special conditions are supplementary instructions to the tenders and would form part of the contract.

3.2. Drawings given, listed and indexed in part will form part of the contract.

The above drawings show the work to be done as definitely and in such details as is possible, at the present stage of development of investigation and the design. The attached drawings will be supplemented or superseded by such additional and detailed drawings as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes more completely than are shown on the attached drawings, for all features of the work. The contractor shall be required to perform the work on these features and in accordance with additional general and detailed drawings mentioned above at the applicable unit prices tendered in the schedule for work or work of similar nature as determined by the Engineer-in-Charge. The contractor shall check all drawings carefully and advise the Engineer-in-Charge of any errors or omissions discovered. The contractor shall not take advantage of errors or omissions as full instructions will be furnished to the contractor, should any errors or omissions be discovered.

The drawings and specifications are to be considered as complementary to each other and should any thing appear in one that is not described in the other no advantage shall be taken of such omission. In case of disagreement between specifications and drawings the conditions of the specifications shall govern the contract. Should any discrepancies, however appear or should any misunderstanding arise as to the meaning and interpretations of the said specifications or drawings or as to the dimension or the quality of the materials for the proper execution of the work or as to the measurements or quality and

valuation of work executed under this contract or extra thereupon, the same shall be explained by the Engineer-in-Charge.

Figures in dimensioned drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly.

One copy of the drawings and contract documents shall be kept at all times at the site of the works by the contractor.

3.3. Data to be furnished by the contractor.- The contractor shall submit the following information to the Engineer-in-Charge;

- (a) Proposed construction programme and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract. Along with the above he will also submit programme of bringing requisite tools and plant, machinery to be engaged by him to the site of work.
- (b) Approximate monthly requirement of cement and M.S. reinforcement bars for the entire construction period within 4 weeks of date of the receipt of notice to proceed with the work in pursuance of condition of contract.

3.4. Programme for construction:- The contractor shall submit the detailed, yearwise construction programme including quarterly requirement of materials to be supplied by the Department, within 14 days of the date of notice to proceed with the work .. This programme may be reviewed and revised every year at the beginning of the working season.

3.5. Action when the Progress of any crucial Item of work is unsatisfactory.- If the progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory, the Engineer in charge shall, notwithstanding that the general progress of work is satisfactory, in accordance with clause 4.3.2 be entitled to take action under clause 4.3.3 after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action

3.6. Inspection and Tests. - Except as otherwise provided in hereof material and workmanship, if not otherwise designated by the specification, shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject the defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the contractor shall properly segregate and remove rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/ or the construction of defective workmanship the Engineer-in-Charge may replace such material and/ or correct such workmanship and charge the cost thereof to the contractor.

The contractor shall be liable for replacement of defective work up to the time in accordance with clause 4.3.16 of the conditions of contract of all work to be done under the contract.

The contractor shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the department shall be performed in such a manner as not to unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not ready by the contractor at the time of inspection .

- 3.7. Removal of temporary work, plant and Surplus material.-** Prior to final acceptance of the completed work but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, pile work, crib work, all plant and surplus material, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 3.8. Possession Prior to Completion.** – The Engineer-in Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 3.9. Damage to works.-** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected therewith shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-Charge and till completion certificate has been obtained from the Engineer-in-Charge . Until such delivery of the completed work the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected therewith free from any loss damages and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage at his own cost.
- 3.10. Departmental Supply of Material.-** Departmental supply of materials will be ordinarily confined only to those, specifically mentioned in the tender notice attached and the cost of such material issued will be recovered from the contractor's bill at the rates specified in said schedule.

The materials will be issued from the departmental stores and the contractor will have to make his arrangements for the transport of the materials from the site stores or wagons to the works at his own cost. Materials to be supplied by the department will be supplied in standard lengths and quantities or as available, unless specifically mentioned otherwise and cost recovered from the contractor for the quantities issued.

The contractor shall further at all times satisfy the Engineer-in-Charge on demand, if any, by the production of records or books or submission of return

and formats as directed that the materials supplied are being used for the purpose for which they are supplied and the contractor shall at all times keep the records up to date to enable the Engineer-in-Charge to apply such checks he may desire to impose. The contractor shall not without the written permission of the Engineer-in-Charge utilise or dispose of the materials for any purpose other than that intended in the contract.

Cement will be supplied to the contractor at the rates specified in the tender notice at the departmental stores. The contractor shall make his own arrangements for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement will be kept in storage for more than 120 days. If any cement is kept as long as 120 days it will be tested before use and if found defective in any way it shall be condemned from use. Steel as required in the construction, shall be supplied by the department and shall be transported to the site at contractor's own cost. The contractor shall make his own arrangements for keeping steel at the site. The cost of the materials supplied to the contractor shall be treated as an advance payment to the contractor and shall be recoverable from him.

The contractor will be responsible for the safe custody of all departmental materials issued to the satisfaction of the Engineer-in-charges and will be required to tender proper account to the allocation and disposal of these materials showing where they were issued on works. The contractor shall return in sound condition all such materials which are not used on the works. In case he is unable to account for full amount of the materials issued to him recoveries will be affected from him at "Issue Rates" or "Market Value" which ever is higher plus 15 per cent to cover the departmental supervision charges.

The department will not be responsible for any delays in supply of controlled materials such as steel sections, M.S. Reinforcement bars and cement. While it will endeavour to see that no delay occurs in this account the delay due to late supply will however be given due consideration in granting extension of time for the completion of the work if found necessary. No compensation of claim for damages on idle time will be entertained on this score.

If the contractor requests the Engineer-in-charge for issue of such materials as is available in the stores of the Engineer-in-Charge the materials may be supplied to the contractor from the stores for execution of this work. If the Engineer-in-Charge considers it expedient, the contractor shall pay for such material and store issued to him at the rates fixed by Engineer-in-Charge. Other materials which may be available in the stores may be issued on loan if the Engineer-in-Charge considers it necessary in the interest of work, but for such material hire charges should be recovered monthly as per rules and the contractor shall be responsible to return the material in original condition in which they were issued.

All the materials required for the work, other than those that are specifically mentioned in the said tender notice, shall be supplied by the contractor. Recommendations to authorities, where required, may be made by the department but the responsibility for the supply of the materials shall be that of

the contractor and no excuse on this account for delay in the work shall be accepted.

All unused materials, either supplied directly by the Department or obtained by the recommendations of the department, which in the opinion of the Engineer-in-Charge are likely to be useful to the department shall be returned in good condition at the original cost paid for if so decided by the department.

3.11. (A) Application to item rate tenders Form B only -

The quoted rates of the contractor shall be inclusive of the leads and lifts and in no case separate payment for leads or lifts of any materials including water shall be payable. Similarly no leads or lifts for the materials issued by the department as prescribed in the tender documents shall be payable. The contractor shall bring approved quality of materials. Different quarries are shown in Annexure C. The details shown in the Annexure C are only as a guide to the contractor but the contractor before tendering should satisfy himself regarding the quality and quantity available and all other details of Annexure C and provide for any variation in respect of leads, lifts, place and methods of quarrying, type of rocks to be quarried and all such other aspects and should therefore provide for any variation by him/his tendered rate, as later on no claim whatsoever shall be entertained except where any quarry is changed for circumstances beyond the control of contractor under the written orders of Superintending Engineer-in-Charge.

3.11(B) Applicable to percentage rate tenders Form A only; -

Carting of materials will be allowed as per actual lead limited to the lead provided in the Statement vide Annexure C. The Engineer-in-Charge shall have the power to change the quarries and allow longer leads provided the extra cost for each kind of material does not exceed 20% of the cost of lead vide clause 2.25.

3.12. Examination and Tests on completions.- On the completion of the work and not later than three months thereafter, the Engineer-in-Charge shall make such examination and tests of the work as may than seem to him be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary therefor, and shall facilitate in everywhere way all operations required by the Engineer-in-Charge, in making examination and tests.

3.13. Climatic Conditions.- The Executive Engineer, may order the contractor to suspend any work that may be subject to the damage by climatic conditions and no claim of the contractor will be entertained by the department on this account.

3.14. Safety Regulations.- While carrying out this work, the contractor will ensure compliance of all safety regulations as provided in the Safety Code (Annexure 'H').

3.15. Haulroads.- A fair weather road of the standard of a village cart truck is ordinarily maintained by the department along the Canal alignment which is

motor able from November to end of May, but contractor shall not have any claim on this account if one is not provided or maintained. Necessary haulroads to work spot, borrow areas and water sources shall be satisfactorily constructed and maintained by the contractor at his own cost. The contractor has to construct and maintain his own approach roads from the main haul roads provided by the department. Any new haul roads will have also to be constructed and maintained by the contractor at his cost.

- 3.16. The contractor will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will only supply bulk electricity if needed by the contractor for lighting and power requirements of the contractor at the transformer point as may be provided by the department at rates fixed by the department, vide Annexure F. The contractor will have to make his own arrangement for further extension and connection of supply point to the work site and labour camps etc. and all other places at his own cost. The department will not entertain any claim whatsoever for any failure or break down etc. in supply of electricity to the contractor. The contractor will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.
- 3.17. The contractor must not interfere with other contractors who may be employed simultaneously or otherwise to/by the department. He will at no time engage departmental labour or that of other contractors without the written permission of the Engineer-in-Charge.
- 3.18. **Regulations and Bye-laws.-** The contractor shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulation orders, decrees etc.
- 3.19. **Order Book.-** An order book shall be kept in the departmental office on the site of the work. As far as possible all orders regarding the works are to be entered in this book.

All entries therein shall be signed by the departmental officers in direct charge of the work and the contractor or his representative in the important cases the Executive Engineer or the Superintending Engineer will countersign the entries which have been made. The order book shall not be removed from the work site except with the written permission of the Superintending Engineer/Chief Engineer where S.E. is not posted and the contractor or his representative shall be bound to take note of all instructions meant for the contractor as entered in the order book without having to be called or separately to note them. The Engineer-in-Charge shall submit periodically copies of the remarks of the Order Book to the Superintending Engineer and Chief Engineer for record and to the contractor for compliance and report.

- 3.20. **Conversion of units.-** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted into metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and

the contractor will have to accept the figures so derived without any claim or compensation whatsoever.

- 3.21 **Right of other contractor and persons:-** If, during progress of the work covered by this contract, it is necessary for other contractor or persons to do work in or about the work, the contractor shall afford such facilities, as the Engineer-in-Charge may require.

3.22 Employment of Technical Persons

The contractor will employ or produce evidences of having in his employ or produce evidence of having in his employ a qualified technical person not below the rank of a Sub-Engineer /Engineer from an institution recognised by the Government of Madhya Pradesh and full details to the Engineer-in-charge in the following format:-

- (1) Name of the Sub-Engineer /Engineer engaged quoted diploma or degree with name of Institution .
- (2) Period for which the subordinate/Engineer has been engaged with emoluments

3.23 Mobilisation Advance:

(Applicable to tenders of Rs. one crore or more)

- 3.23.1 Mobilisation advance not exceeding 5% of the contract amount and limited to Rs.10 lacs shall be given if requested by contractor in writing within 3 months of the date of order to commence the work .In such a case a Bank Guarantee for the amount shall be furnished by the contractor before sanction of the advance. This advance shall bear interest at the rate of 14% per annum.

- 3.23.2 **Advance of plant and Machinery.**-(Applicable for tenders costing Rs,25 lakhs or more).An advance for plant and machinery required for the work and brought to site by the contractor shall be given if requested by the contractor . The maximum of such advance shall be ten percent of the contract amount.In case of new plant and equipment the advance shall be limited to 90 percent of the price of such new plant and equipment already paid by the contractor for which the contractor shall produce satisfactory evidence. In the case of used plant and equipment amount of such advance shall be limited to 50 percent of the depreciated value of plant and equipment as may be determined by the Superintending Engineer.These advance shall bear interest at 14% per annum.

These advance shall be further ,subject to the condition that such plant and equipment are:-

- (a) Considered by the Engineer-in-charge to be necessary for works;
- (b) in working order and (c) hypothecated to the Government in the form prescribed by Government.

Note.- No advance shall be granted on any piece of plant and equipment with a value of less RS.15,000.

- 3.24 **Recovery of Advance .**-The recovery of the advance granted under clause 3.23.1 and 3.23.2 along with interest shall be made from the running bills in equal instalment ,equal to the total number of months of the time left for the

completion of contract minus 2 i.e the advance will be recovered from the first running bill after the issue of advance and shall be fully recovered from the last one running bill.

- 3.25 **Secured Advance** - For imperishable materials brought to site by the contractor and meant to be 75% (Seventy Five percent) of the value as assessed by the Engineer-in-charge shall be paid provided that such materials are not in excess of the requirement of the work, The contractor shall furnish indenture-bond for the amount of the advance in the form prescribed by the Government for the same. The recovery of such advances shall be made from each succeeding work bill, to the extent of the materials that have been consumed in the relevant finished item.

ANNEXURE-A

MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

NOTE- These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to, standard in permanent or semi- permanent labour camps should not obviously be lower than these for temporary camps.

- (1) **Location-** The camps should be located in elevated and well drained in the locality
- (2) **Layout –** Labour huts to be constructed for one family 5 persons each. The layout to be shown in the prescribed sketch.
- (3) **Hutting-** The huts to be built of local materials. Each hut should provide atleast 20 sq. meter of living space.
- (4) **Sanitary Facilities-**There shall be provided latrine and urinals at least 16 meter away from the nearest quarter separately for men and women specially so marked on the following scale.
- (5) **Latrines-** Pit privies at the rates of 10 users or two families per seat. Separate urinals are not required as the privy can also be used for this purpose.
- (6) **Drinking Water-** Adequate arrangements shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged where supply is from intermittent sources, a covered storage tank shall be provided with capacity for five liters per person per day. Where the supply is to be made from a well it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 metres away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health Institution between each work of disinfection.

Washing and bathing should be strictly prohibited at place where water supply is from a river. The daily supply must be disinfected in the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use

- (7) **Bathing and washing-** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be a gap and space of 2 sq. meters for the water should be provided.
- (8) **Waste Disposal–** Dust-bins shall be provided at suitable place in camp and the residents shall be directed throw all rubbish into these dust-bins. The dust-bins shall be provided with covers. The contents shall be removed every day and disposed off by trenching.

- (9) **Medical facilities-** (a) Every camp where 1000 or more persons reside be provided with whole time doctor and dispensary. If there are women in the camp a whole time nurse shall be employed.
- (b) Every camp where less than 1000 but more then 250 persons reside shall be provided with a dispensary and a part time nurse/midwife, shall also be employed.
- (c) If there are less then 250 persons in any camp a standard first aid out kit shall be maintained in charge of the whole time persons, trained in first aid.

All the medical facilities mentioned above shall be for all residents in the camp, including the dependents of the workers, if any, free of cost.

For each labour camp there should be qualified sanitary inspector and sweepers, should be provided in the following scale:-

(1)For camps with strength over 200 but not exceeding 500 persons	One sweeper for every 75 persons above the first 200 for which three sweepers should be provided
(2)For camps with strength over 500 persons	One sweeper for every 100 persons above the first 500 for which six sweepers should be provided.

ANNEXURE-B

The contractor shall pay not less than Fair Wage to labour engaged by him on the work.

Explanation-

- (a) "Fair wage" means wage whether for time or piece work as notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Department for the division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractors had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer/ Sub-Divisional Officer shall have the right to deduct from the moneys due to the contractor, any sum required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the condition of the contractor for the benefit of the workers, non-payment of wages, or of deductions made from his their wages, which are not justified by the terms of the contract or non-observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.
- (f) The regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of this contract..

ANNEXURE-C

[Applicable for Percentage Rate Tender Form (A)]

LEAD STATEMENT

Statement showing the maximum permissible leads

S.No.	Lead-distance with name of quarry if any	Description of materials
(1)	(2)	(3)

Executive Engineer

..... ..Division

ANNEXURE-C

[Applicable to Item Rate Tender in Form (B)]

STATEMENT OF QUARRIES

S.No	Description of materials	Name and location of Quarry
(1)	(2)	(3)

Note- This statement is only for the guidance of the contractor. The tenderer should satisfy himself regarding availability of the required quality and quantity of materials.

ANNEXURE-D

Form of certificate of income tax to be submitted by contractors tendering
for works costing Rs.50,000 or more.

- (i) Names and style (of company/firm H.U.F. or individual) in which the applicant is assessed to income tax and address for purpose of assessment.
- (ii) The Income Tax circle/ward/ district in which the applicant is assessed to income tax.
- (iii) The following portion concerning the last Income-Tax Assessment made:-
 - (a) Reference No.(or G.I.R No.) of the assessment .
 - (b) Assessment year and accounting year.
 - (c) Amount of total income assessed.
 - (d) Amount of tax assessed I.T.,S.T., E.P.T
 - (e) Amount of tax paid I.T., S.T., E.P.T., B.P.T.
 - (f) Balance being tax not yet paid and reasons for such arrears.
 - (g) Whether any attachment of certificate or proceeding pending in respect of the arrears.
 - (h) Whether the company or firm or H.U.F on which the assessment was made has been or is being liquidated, wound up, dissolved partitioned or being declared insolvent as the case may be.
- (iv) The position about latter assessments namely, whether returns submitted under section 22(1) or (2) of the Income Tax Act and whether tax paid under section 18 (A) of the Act and the amount of tax so paid in arrears.
- (v) In the case there has been no income tax assessment at all in the past whether returns submitted under section 148 (1) or (2) and 140 (3) and if so the amount of income tax returned or tax paid and the income tax circle /ward/ district concerned.
- (vi) The name and address of branch (es).

Verified the particulars set out above and found correct to the following remarks :-

Date:-

Signature of I.T.O.

Seal:-

(Circle/Ward/District)

ANNEXURE-E

Details of Government plant and machines to be supplied on hire

S.No.	Description of plant and machines	No.	Basic hourly rate for purpose of determining ultimate hire charges to be recovered from contractor.
(1)	(2)	(3)	(4)

Note :-

- (1) Add extra to Rate in column No. 4 For department charges
- (2) Add extra to Rate in column No. 4 For interest charges to capital%
- (3) So far as recovery of above charges from contractor are concerned, the decision of S.E.(E/M) Circleshall be final, conclusive, binding on both parties.

ANNEXURE-F

AGREEMENT FOR USING GOVERNMENT PLANT AND MACHINERY BY CONTRACTOR

An agreement made this.....day of.....19..... between the Governor of Madhya Pradesh acting through the Executive Engineer.....(hereinafter called Governor which expression shall, where the context so admits, include his successor in office) of the one part.

M/s..... a company incorporated and.....Shri.....S/o.....under the..... Act 19..... andresident of..... in thehaving its registered office at Tehsil of theDistrict..... through.....(hereinafter call the contractor, which expression shall, where the context so admits, include his successor in office) of the other part.

2. Whereas the contractor has applied to the State Government for the hire of the described in Annexure “E” appended herewith for a period of..... months from.....in the first instance subject to it being extended on the same terms and conditions up to the end of working seasons of..... .

3. **Now it is agreed between the parties hereto that-**

(i) The Executive Engineer (Civil) shall provide and operate and let to the hirer that the machinery for a period of at the project site.....

The machinery shall be deemed to remain always under the overall and direct control of the S.D.O (E/M)Department.....for the purpose of arrangement and supply of POL, all field operation and maintenance etc. The contractor shall not be allowed at any time to operate, maintain, run or work the machine with his materials/men of his staff directly.

(ii) The contractor shall deposit in advance a sum of Rs..... with the Executive Engineer The contractor shall pay all hire charges of the said unit of machinery as specified in clause. (iii) below, by the 15th of the month succeeding that for which it become payable. Any sums not paid shall be recoverable from any other payment which may be due to the hirer or failing which as an arrear of land revenue.

(iii) The monthly use charges inclusive of Department charges and other charges for the said unit of machinery recoverable from the hirer as worked on the basic rates shown in Annexure “E” shall be final and payable by contractor to the department. No remission of hire charges shall be permissible except under the orders of the competent authority of department.

- (iv) The contractor shall during the machines are employed by department and working on his works be responsible to make good to the department any loss or damage caused to said unit of machinery and men working on the machine due to circumstance caused on account of any contractor lapses, like preventing the officers to attend to regular maintenance and timely repairs, and his failure in respect of non-maintenance of haul roads, both in respect of grade and proper watering or any other cause etc. as may, be provided in the contract.

The Engineer-in-Charge shall be the final authority to determine the extent of damages and amount recoverable under such conditions.

- (v) A sum due from the contractor under this agreement shall be recoverable as arrears of land revenue.
- (vi) (a) Basic hourly rate for purpose of determining ultimate charges to be recovered from the contractor for the issue of the said unit of machine for the work..... shall be as given in Annexure "E" of this contract. On the amount so worked out for any period departmental charge at the rate of.....% will be added in addition. The contractor shall also pay interest charges on capital on the following basis for each day of this contract period and for the extra period of the duration of the contract if extended on the basis as under:-
1. Per day 2. Per day 3. Per day.

(b) No rebate on account of idle hours of machines will be given excepting when the machines are not required on the items of work in progress of machines break down and cannot actually do any work, even under such circumstances specific orders in writing by the S.E.(Civil),Irrigation Circle for the rebate due if any shall have to be obtained.

- (vii) (a) The total hours that will be reckoned for purposes of charging the contractor on hourly basis clause (iii) & (iv) above shall be according to clock hours and these shall be reckoned from the actual time said unit of the machinery is brought to the work site and used on contractors work or including the time required for adjustments in the machinery out excluding periods involved in the machinery on break downs and stoppage of work due to any reason under orders of Engineer-in-Charge.
- (b) The said unit of machinery shall work daily in shifts..... as prescribed by the Engineer-in-Charge and Sub-divisional officer E/M according to suitability from time to time and intimated to contractor in advance by him or his authorised representative. The actual time of operation of machinery by Department on contractors work on each day shall be entered on the log books of respective machinery by the S.D.O. (E/M) or his sectional officer on each occasions of the day and these entries in the log books shall be initialled both by the S.D.O. (E/M) or his Sectional officer and the hirer or his authorised representative.
- (viii) The contractor shall report to the Engineer-in-charge or Sub-Divisional Officer (E/M) any defect in the working of the said unit of machinery during working hours and Engineer-in-Charge or S.D.O. (E/M) shall get the defect remedied on the field itself or at the departmental work shop.

- (ix) The Executive Engineer may at any time by giving seven days notice in writing to the contractor terminate this agreement. The contractor shall not claim any compensation for such action.
- (x) In case of non observance and or non-performance by the contractor of the provision hereinbefore contained the E.E. shall be at the liberty forthwith to terminate this agreement without prejudice to the right of the Government to recover damage from hirer for the breach of any clause of this agreement to the extent of the full security deposit or part thereof.
- (xi) In the event of any dispute between the parties hereto as regards interpretation or any other clause due to any of the conditions of this agreement, the decision of the Superintending Engineer (Civil)..... Circle shall be final conclusive and binding on both.
- (xii) It is hereby agreed the expression the Governor and the contractor, hereinbefore used shall respectively include the former's successor in office and the latter's heirs, executors, administrators and representatives.

.....

Signature of the contractor

.....

Signature of the
Executive Engineer

ANNEXURE G-I

GUARANTEE BOND

(to be used by approved scheduled banks)

1. In consideration of the Governor of Madhya Pradesh(hereinafter called the Government) having agreed to exempt(hereinafter called "the said Contractor (s)" from the demand under the terms and conditions of an agreement) dated made between..... and..... for..... (hereinafter called " the said agreement") of deposits for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a bank Guarantee for Rs.(Rupees.....only).We..... bank Limited, (hereinafter referred to as "the Bank") do hereby undertake to pay the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any terms or conditions contained in the said agreement .
2. We.....Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demor any merely on demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of Government under or by virtue of the said agreement have been fully paid and its claims satisfied or tilldepartment of certificates that the term and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank limited further agree with the Government that the Government shall have fullest liberty without out consent and without affecting in any manner our obligations here under or vary any of the terms and conditions of the said agreement or to extended time of performance by the said contractor (s) from time to time are to postpone for any time or from time to time any of the power exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved

from our liability by reasons of any such variation of extension being granted to the said contractor (s) or for any for bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We.....Bank limited lastly undertake not be revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the..... day of 19 for
..... Bank Limited.

ANNEXURES G-II

To,

.....
.....
.....

Dear Sir,

We enclosed our Fixed Deposit Receipt/Cash Certificate/other similar instrument No. for Rs.....in favour ofDesignation of the Officer concerned in lieu of deposits required from for the due fulfillment by him/them of the terms of contractor dated for during the period commencing fromand ending on or the extension thereof if any.

Yours faithfully,

For and on behalf

Please specify the nature of the instrument whom instrument similar to fixed deposit receipts are tendered and delete item not applicable.

ANNEXURE-H

SAFETY CODE

1. **Scaffolding** –(i) Suitable scaffolds should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladders . When a ladder is used an extra mazdoor shall be engaged for holding the ladder for carrying materials as well as suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 Horizontal to 1 Vertical).
- (ii) Scaffolding or staging more than 3.5, above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced or otherwise secured at least 1 metre high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
- (iii) Working platform gangways and stairways should be so constructed that they should not sway unduly or unequally and if the height of the platform of the gangway or the stairway is more than 3.54 metre above ground level and or floor level they should be closely boarded ,should have adequate width and should be suitably fenced as described (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed . No portable ladder shall be over 9 metre in length while the width between side rails in ring ladder shall be in no case be less than 0.3 metre for ladder up to and including 3 meters length. For longer ladders this width should be increased at least 2 cm. for each

additional metre of length. Uniform step spacing shall not exceed 0.3mt. Adequate precaution shall be taken to prevent danger from electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid to compromise any claims by any such person.

2. **Excavation and Trenching.**— All trenches 1.2 metre or more in depth, shall at all time be supplied with at least one ladder for each 30 meter in length of fraction thereof ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The side of the trenches which are 1.5 metre or more in depth shall be stopped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metre of the edge of the trench or half of the depth of the trench whichever is more cutting shall be done from top to bottom. Under no circumstances under mining or undercutting shall be done.
3. **Demolition-** Before any demolition work is commenced and also during the process of the works: :-
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe .
4. **Painting-** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use, and the

contractor should take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphaltic materials, cement ,lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Stone breakers shall be provided with protective goggles and protective clothings, and seated at sufficiently safe intervals.
 - (c) Those engaged in welding works shall be provided with welder's protect.
 - (d) When workers are employed in sewers and manholes which are in use, the contractors shall ensure that the manhole covers are open and are ventilated at least for an hour before the work shall be coronded of with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - (e) The contractor shall not employ man below the age of 18 and woman on the work of painting with products containing lead in any form whenever man above the age of 18 are employed on the work of lead painting the following precautions should be taken :-
 - (i) No paint containing lead or lead shall be used xcept in the form of paste or ready made paint.
 - (ii) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry and rubble and scrapped.
 - (iii)Overhauls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
5. **Drowning**-When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
6. **Machines**- Use of hoisting machines and tackle including their attachments anchorage and support shall conform to use the following standard or condition.
- (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

- (b) Every crane driver or hoisting appliances operator shall be properly qualified and no persons under an age of 21 years should incharge of any hoisting machine including any scaffold which or give signals to operator.
 - (c) In case of every hoisting machine and every chain ring lowering or as means of suspensions, the safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 - (d) In case of departmental machine the safe working and load shall be notified by the electrical engineer-in- charge. As regards contractor machine the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get verified by the electrical engineer concerned.
 - (e) Motors gearing transmission, electric wiring and other dangerous parts of the hoisting appliance should be provided with efficient safe guards and with means as will reduced the minimum of the risk of the accidental descent of the load adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally displaced. When workers employed electrical installations which are already unregistered, insulating mats, wearing apparel such as gloves sleeves and boots as may necessary should be provided, the workers should not wear rings, watches and carry keys or other materials which are good conductors of electricity.
7. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
9. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contractor shall be open to inspection by the Labour officer, Engineer-in -Charge, or the Department or their representatives.
10. Notwithstanding the above clause (1) to (9) there is nothing in these to exempt the contractors to exclude the operations of any other act or rule in force in the Republic of India.

ANNEXURE-I

Schedule of Quantities

Item	Quantity	Particulars	Unit	Rate		Amount
				In Figure	In Words	
1	2	3	4	5	6	7

Signature of Contractor

Signature of S.E./E.E.

ANNEXURE-J

**List showing the name of near relative working in C.G. Water Resources Deptt.
as required vide clause 2.39 of Part -II.**

S. No	Name of Divisional Accountant and Gazetted Officers Working in M.P. Irrigation Deptt.	Relatio- nship with self	Name of Person working with the contractor who are near relative to gazetted officers mentioned in Column (2)	Relatio- nship
1	2	3	4	5

Date..... Signature of the Contractor

ANNEXURE-K

List of contracts already held by the Contractor in Irrigation Deptt./P.W.D. and Other Departments at the time of submission of this tender as required vide clause 2-30 of the N.I.T.

Name of Divisi-on	Name of work	Amount of contract Excluding Higher/ Lower Percentage if any.	Value of work done excluding percentage.	Value of balance work excluding percentage	Amount of solvency in the time of registration
1	2	3	4	5	6

Date Signature of Contractor

ANNEXURE-L

Showing (approximately) materials to be supplied by the Department
for work contracted to be executed and rates at which they are to be charged for :-

Particulars	Rate at which the materials will be charged from the contractor	Place of delivery
1	2 Unit Rs.	3

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 the submission to the tender.

.....
Signature of Contractor

.....
Signature of Divisional Officer

APPENDIX 2.11

(See paragraph 2.079)

NOTICE INVITING TENDERS FOR PIECE WORK

(Notes and Directions)

1. Where circumstances permit tender for price works should be advertised as publicly as those for work on regular contract.

Notices should be posted at the leading offices of head quarters of the Sub-Division and the place where the work is situated, and at the head quarters of the Division also.

2. Ample time should be allowed for contractors to submit tenders.
3. As piece-work does not involve a total quantity of work The advertisement should not specify either, except to indicate the total quantity available for tender and the date, if any, on which the contract will terminate. When the estimate is for original work or special repairs, paragraph 5 of the notice may be struck out.
4. All tenders received by S.D.Os. will be forwarded by them to the E.E.

Note.- Any alterations are permissible to suit circumstances provided rules are not infringed.

NOTICE INVITING TENDERS FOR PIECE WORK

1. Sealed tenders will be received from Class /Classes W. D. Contractor of the Basin /Zone /Project/Circle/Division at the office of the upto on the 19 for the following work.
Estimate no. of 19..... Name of work..... Amount of Estimate Rs..... Amount pertaining to the contract Rs..... Time allowed for completion.....
2. Tenders must be in Form -D. Form can be purchased on payment from and all information regard the work ascertained during office hours on each working day up to that previous to the expiration of this notice.

3. Tenders may include the whole or any portion of the above work. They should specify whether the supply of Government tools is required.
4. The authority competent to accept the tender does not bind himself to accept the lowest or any tender .
5. The successful tenderer will be bound to accept any Government materials that are available for the work at book rates. Information regarding rates may be obtained from the office of the.....
6. The contract will terminate on.....
7. This N. I. T. shall form the part of the agreement.

.....

Signature and designation
of the authority
inviting tender

APPENDIX 2.12

(See paragraph 2.084)

Schedule of Tenders

Name of work

.....

.....

.....

..... Amount sanctioned
for work tendered for..... Sanctioned
in.....

S.No.	Name of contractor tendering	Percentage above or below estimated rates	Amount of tender	Remarks
(1)	(2)	(3)	(4)	(5)

No departure from the authorised course has occurred in the manner of calling for, or in the receipt of, above tenders. Tender No of the above schedule is recommended for acceptance /No tender is suitable.

.....
Signature and designation of the
authority preparing the scheme

APPENDIX 2.13

(See paragraph 2.091)

Form A

GOVERNMENT OF MADHYA PRADESH

.....DEPARTMENT.

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Direction for the Guidance of Contractor

1. Tender must be invited for all works proposed to be given on contract unless the amount of work proposed to be given on contract is Rs 1500.00 or less. The N.I.T. shall be pasted in public places signed by the authority inviting the tenders.

N.I.T. will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawing's and a schedule of item and rates of the various description of work and any other document required in connections with the work signed for the purpose of identification by the authority competent to approve the tender, shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of items along with the rates payable shall be attached to the tender document and in the event of variation in rates given in such list with the Current Schedule of rates, the rates given in the C.S.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof. In the event of the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorising him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person, who submit a tender, shall fill up above or below the C.S.R. specified in rules 1, he is willing or undertake the work. Only one rate of percentage above or below the C.S.R. on all the schedule items shall be named. Tenders which propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors, who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
4. The authority receiving the tenders or his duly authorise assistant, will open tenders in the presence of any intending contactor who may be present at the

time and will enter the amount of the several tender in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected, and whose earnest money is refunded on the day the tenders are opened.

5. The officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Division/Divisional acknowledgement of payment to the authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.
7. The memorandum of work tendered for, and the schedule of materials to be supplied by the Department and their issue rates be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers of tender.

Tender for works

I / We hereby tender for the execution, for the Government of Madhya Pradesh of the work specified in the under written memorandum within the time specified in such memorandum at (in figures) (in words)

Percent below / above the rates entered in the schedule mention in rules I and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in rule I thereof and in clause 12 of the annexed conditions, and with such materials as are provided for, by, and in all other respect in accordance with such conditions as far as applicable.

Memorandum

- (a) Name of work
- (b) Cost of work put to tender
- (c) Earnest money
- (d) Security deposit
(Including earnest money)
- (e) Percentage, if any
to be deducted from bills.
- (f) Time allowed for the work from dated written
order to commence.

Should this tender be accepted, I / We hereby agree to abide by and fulfill all terms and provisions of the said condition of the contract annexed hereto as far as applicable, or in default, thereof to forfeit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly super scribed containing the sum of Rs.as earnest money the full value of which is to be absolutely forfeited to the

said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office, should I/We fail to commence the work specified in the above memorandum or should I / We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of Rs.Shall be retained by Government on account of such security deposit as a foresaid or the full value of which shall be retained by Government on account of the security deposit specified in clause 1 of the said conditions of the contract .

Signature of witness to
Contractor's signature

Signature of the contractor
before submission of Tender.

Dated theday of
day of19.....

Address of witness
Occupation of the witness

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

Dated theday of 19.....

.....
Signature of the Officer
by whom accepted.

Conditions of Contract

Definition-

1. The "Contract" means the documents, forming the Notice inviting Tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Government of Madhya Pradesh and the contractor.
2. In the contract the following expression shall unless otherwise required by the context, have the meanings, hereby respectively assigned to them:-
 - (a) The expression "works" or "work" shall unless thereby mean something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional .
 - (b) The "Site" shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land ,path or street which may be allotted or used for the purpose of carrying out the contract .
 - (c) The "Governor" means Governor of Madhya Pradesh and his successors in office.
 - (d) The "Engineer-in-Charge" means the Divisional Officer or the Sub – Divisional Officer as the case may be , who shall supervise and be

incharge of the work and who shall sign the contract on behalf of the Governor.

- (e) "Government" shall mean the Government of Madhya Pradesh
- (f) The term "Chief Engineer" means the Chief Engineer of the basin /zone /project and the Engineer-in-Chief, in case he is in-Charge of any basin /zone /project.

Note.-"Words" importing the singular number include plural number and vice-versa.

Security Deposit

Clause 1.-The person whose tender may be accepted (hereinafter called the contractors, which expression shall unless excluded by or repugnant to the context, include his heirs executors, administrators, representatives and assigns) shall permit Government at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under :-

The Security Deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be the earnest money plus a deduction of 5 percent from the payment made in the running bills, till the together amount to 5 per cent of the cost of the works put to tender or 5 per cent of the cost of the works executed when the same exceeds the cost of work put to tender.

Compensation for Delay

Clause 2- The time allowed for the carrying out the work, as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor for a work where completion is upto six months.

For works, for which the completion period is beyond six months:- The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the contractor the work shall through out the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete $\frac{1}{8}^{\text{th}}$ of the whole work before $\frac{1}{4}^{\text{th}}$ of the of the whole time allowed under the contract has elapsed, $\frac{3}{8}^{\text{th}}$ of the work before $\frac{1}{2}$ of such time has elapsed and $\frac{3}{4}^{\text{th}}$ of the work before $\frac{3}{4}^{\text{th}}$ of such time elapsed. In the event of the contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor as compensation an amount equal to :-

- (1) $\frac{1}{2}$ % of the value of work per week in respect of work costing upto Rs. 2,00,000.
- (2) $\frac{3}{8}$ % of the value of work per week in respect of work costing above Rs.2,00,000 and upto Rs.5,00,000.
- (3) $\frac{1}{4}$ % of the value of work per week in respect of work costing above Rs.5,00,000 and upto Rs.10,00,000.
- (4) $\frac{1}{8}$ % of the value of work per week in respect of work costing above Rs.10,00,000 and upto Rs. 25,00,000.
- (5) $\frac{1}{16}$ % of the value of work per week in respect of work costing above Rs.25,00,000 and above.

The total amount of compensation under the provision of the clause shall be limited to 6% of the value of work .The decision of the Superintending Engineer shall be final.

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the last time within the period of the contract including extension granted if any.

Action when the Work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit Allowed by the Divisional Officer

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 installments) or committed a breach of any of the rules contained in clause-24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor, or any other cause, the Divisional officer on behalf of the Governor of M.P. shall give a notice before 15 days for work costing up to Rs.10.00 lacs, and before 30 days for works costing above Rs. 10.00 lacs, and in the event of the contractor failing to comply with the direction contained in the said notice, shall have power to adopt any of the following courses, as he may deem best in the interests of the Government .

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- (b) To employ labour paid by the 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 (of the amount of which cost and price certificate of the Divisional Officer 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 or the cost of the labour and the price of the materials as certified by the Divisional Officer, which – ever is less. The certificate of the Divisional Officer 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 it 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 (of the amount of which excess certificate in writing of the Divisional Officer 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 Government under the contract or

otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof .

In the event of any of the above courses being adopted by the Divisional Officer, 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 agreements 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 thereto for actually performed under the contractor's bill shall be finalized within three Officer 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.

Whenever action is taken under clause 3(a) the contractor's bill shall be finalized up within three months from the date of rescission both in the case of building works and road and bridge works.

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

Clause 4- In any case in which any of the powers, conferred upon the Divisional Officer 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 the past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the power (a), (b) 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 works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable, at current market rates, to be certified by Divisional Officer, whose certificate thereof shall be final, otherwise the Divisional Officer may by notice in writing to the contractor or his clerk of the works, foreman 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 Divisional Officer 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 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 .

Extension of Time

Clause 5.- If the contractor shall desire an extension of 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 Divisional Officer / Sub-Divisional Officer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Divisional Officer / Sub- Divisional Officer, with

whom he has signed the Agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefor, may authorise such extension for a period not exceeding 3 months. Any further extension shall be subject to previous sanction of the S.E (ground to be shown therefore), provided always where the Divisional Officer / Sub-Divisional Officer has recommended the grant of the extension /permitted the contractor to carry out the work reserving the right of the Department to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

Provided further if any extension applied for is proposed to be refused, the competent authority shall give the contractor an opportunity to be heard before taking final decision.

Final Certificate

Clause 6.-- On completion of the work, the contractor shall be furnished with a certificate by the Sub-Divisional Officer / Divisional Officer (hereinafter called the Engineer –in-Charge) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge 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 of 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 expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof .

Payments on Intermediate Certificate to be Regarded as Advances

Clause 7- No payments shall ordinarily be made for works estimated to cost less than Rs 1000/- (One thousand) till after the whole of the works shall have been completed and certificate of completion given; but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Engineer-in-Charge. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefor, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer–in-Charge, whose certificate of such approval and passing of the sum 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 payments for works 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 erected, or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as

to the final settlement and adjustment of the accounts or otherwise, or in any other way vary 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.

Bills to be Submitted Monthly

Clause 8- A bill shall be submitted by the contractor each month on or before the date fixed by the 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 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.

Bills to be on Printed Forms

Clause 9-The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer-in-Charge, 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 pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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

Receipts to be Signed by Partners or Persons having Authority to do so

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

Stores Supplied by the Government

Clause 11-(A).-(a) Material to be supplied by the Department will be shown in the schedule provided in the contract, such materials shall be supplied for the purpose of contract, only and the value of materials so supplied shall be deducted at the specified rates and as and when materials are consumed in items of work for which payment are being made. All such materials shall remain the absolute property of the Government and shall not be removed from the site.

- (b) All such material which are rendered surplus shall be returned by the contractor at the place of issue at his own expense. Only such material as are in good condition shall be taken back as decided by the Engineer-in-Charge.
- (c) In case of materials incorporated in the schedule, proper daily account shall be kept by the contractor. This account shall be open for inspection by the Engineer-in-Charge at all reasonable times. The contractor shall submit a fortnightly report to the Engineer-in-Charge of consumptions and balances of materials supplied by the Department by 19th and 25th of the

each month. If any such material, so issued does not tally with the progress or work or departmental account, the contractor shall be charged for such shortages, at double the issue rate or double the market rate, whichever is more as on the date of such detection.

- (d) If any time subsequent to the execution of a contract on a through rate basis, the contractor desires the issue for use on a work, of materials which exist in Government Stores, but the supply whereof by Government was not provided for in the contract, the materials shall not be issued except with the express authority of the Divisional Officer who should specify in each case the rate to be charged for the materials inclusive of delivery at the place where they are stored. The rate charged shall be market rate prevailing at the time of supply or the issue rate whichever is greater. No carriage or incidental charge shall be borne by Government in connection with the supply. Such supply of materials by the Department shall not be treated as sale.
- (e) For the materials intended to be supplied by the Department, as mentioned in the Schedule in Tender form, could not be given for any reasons required as per immediate progress of work, the contractor shall be granted extension of time under Clause-5 of the Agreement. If, however, such supplies are not made within 50% extra time, beyond the completion period as per contract, it shall be open to the contractor either to determine the contract or request for extension of time.

Advances to Contractors

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

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

Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills, for work done as the materials are used, the necessary deductions being made whenever the item of work in which they are used are billed for.

Before granting the above secured advance the contractor shall sign the prescribed Indenture bond in the prescribed form.

Escalation
Reimbursement / Refund on the Variation in Prices of Materials / P.O.L. and
Labour wages.

Operative Date and Operative Period :-

Clause 11 C- The operative date hereinafter referred to means the date of receipt of tenders, if not otherwise mentioned in the contract. The operative period hereafter referred to, means the time of completion of the works mentioned in clause-5 of the contract .for the purpose of calculating adjustment in the tender price by way of payment (s)/refund(s) arising out of variation the cost of materials, P.O. Land labour wages, the operative period shall end on the last date of the completion period as per caluse-5 of the contract or with the last date of the valid time extension granted by the Superintending Engineer only to cover the increase in the original scope of work resulting in increase in the quantum of work over and above the approved design as per terms of the contract and time extension granted, in case works is delayed by the department .This period of extension shall be considered in continuation of the original operative period as mentioned above.

Provided that no claims escalation on account of any reason whatsoever shall be entertained where the last date of total operative period is not more than twelve months.

In all cases the decision of the superintending Engineer-----Circle with regard to the operative shall be final and binding on the original operative period as mentioned above.

Materials

If after the operative date and during the total operative period there be any variation in the wholesale price index for all commodities by groups and sub groups (Source being the publication of the Economic Advisor to the Government of India published in the Reserve Bank of India Bulletin, and valid for the operative date, the price adjustment on materials (excluding cement, steel and bitumen which are supplied by the Department) shall be calculated in the following manner subject, however, to the provisions of clause.

$$V_1 = \frac{0.75 \times P_0 \times K_1 (m_2 - m_1)}{m_1}$$

Where

V_1 = the amount of the price adjustment in Rs.

P_0 = value of work in Rs. executed during the period under consideration.

K_1 = A factor representing all materials to be arranged and supplied for all works connected with the completion for the work under the contract including all allied / ancillary/temporary works and overheads etc. but excluding materials like cement, steel and bitumen .

m_1 = whole sale price index for all commodities on the operative dates.

m_2 = whole sale price index for all commodities during the period under consideration.

High Speed Diesel

For working out price adjustment on transportation cases, the representative item for reference shall be the cost of high speed diesel oil only at the nearest H.S.D. Pump/supply depot. If after the operative date and during the operative period there be any variation in the price of H.S.D. such variation being duly notified by the Government of India, the price adjustment for transportation component of the work shall be calculated in the following manner :-

$$V_2 = 0.75 \times P_0 \times K_2 \frac{(D_2 - D_1)}{D_1}$$

Where,

V_2 = the amount of the price adjustment in Rs.

P_0 = the value of work in Rs. executed during the period under consideration.

K_2 = a factor representing the component of transportation cost for the entire Completion of the work.

D_2 = price per litre of H.S.D. during the period under consideration.

D_1 = price per litre H.S.D. on the operative date.

Labour

If after the operative date and during the total operative period, there be any variation in the Consumer Price Index for Industrial Workers at the town nearest to the site, of the work the source for such indices being publications of Labour Bulletin Bureau, Government of India published in the Reserve Bank of India Bulletin, the price adjustment on component representing labour cost including all types of benefits and amenities etc. shall be calculated in the following manner:

$$V_3 = 0.75 \times P_0 \times K_3 \frac{(L_2 - L_1)}{L_1}$$

Where,

P_0 = the value of the work in Rs. executed during the period under consideration.

V_3 = the amount of price adjustment in Rs.

K_3 = a factor representing all labour cost including benefits, amenities etc, to be incurred by the contractor for their work including all allied /ancillary /temporary works and overheads etc.

L_2 = consumer price index for Industrial workers during the period under consideration.

L_1 = consumer price index for industrial workers on the operative date.

In case materials like cement, steel and bitumen are required to be arranged by the contractor as per terms of the contract, the variation in the prices of these materials shall be worked out on the basis of the prices prevalent on the operative date and as fixed by the Government of India and the price operative during the period and fixed by Government of India under consideration, for working out price adjustment. Price of cement at any time shall be the price payable as per the Rate contract entered into by the D.G.S. & D. with the cement factories.

Price of Steel (steel for reinforcement and structural steel) shall be the price at which steel is available, at the nearest stock-yard controlled by the Steel Authority of India.

Price of bitumen shall be the price at which bitumen is available from the nearest refinery.

Note.- Value of Factors K1, K2 and K3 in clauses mentioned above are specified separately for different types of works as follows:-

	K1 (material)	K2 (P.O.L.)	K3 (Labour)
Building Works.	0.25	0.075	0.35
Road Works (W.B.M.)	.....	0.40	0.60
Bridge Works	0.20	0.05	0.30
Road Works (Bituminous)	0.15	0.05	0.15

Work to be Executed in Accordance With Specification, Drawing, Order etc.

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

Maharashtra P.W.D. Specifications shall apply along with the various I.S. Code in the case of any confirm variation, the following order precedence shall prevail :-

- (1) Specification as per N.I.T.
- (2) Specification as per C.S.R. of the Circle.
- (3) I.S.I. Code / I.R.C. Specification.
- (4) Maharashtra P.W.D. Specification.
- (5) Mode of measurements for building shall be as provided in the C.S..R. applicable to the contract. Where such mode of measurement is not specified in the C.S..R. it shall be done as per I.S.I. Code of building measurement. However, if any mode of measurement is specifically mentioned in the N.I.T. The same will get precedence over all the above.

Clause 12-A- In respect of all bearings ,hinges ,or similar parts intended for use in the superstructure of any bridge, the contractor shall whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of the parts and the material used therein to any officer of the Directorate of Inspection of the Ministry of works, production and supply of the Government of India, and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection. All inspection charges will be payable by the contractors.

(This clause may be struck off, if the tender is not for bridge work).

Additions Alterations in Specifications and Designs

Clause 13- The Engineer-in-Charge shall have power to make any alteration in, 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 omissions 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 the same conditions in all respects on which he agreed to do the main work and at the rates as are specified in the tender for the main work, provided the total value of such increased or altered or substituted work does not exceed 25% of the amount put to tender ,inclusive of contractor's percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

Extension of Time in Consequence of Alterations

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work and certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

Rates for Works Not in Schedule of Rates of the circle.

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of work shall be carried out at the rates entered in the applicable schedule or rates which was in force on the date of tender provided that when the tender for the original work as a percentage below/above the schedule of rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rates minus/plus the same percentage deduction, addition and if such class of work is not entered in and arrange to carry it out in such manner as may be considered advisable provided always and if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date the determination of the rate 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 S.E. of the circle or W.R.D. shall be final.

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the C.S.R. of the Circle required carried out then the Engineer-in-Charge shall identify such item/ items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer-in-Charge shall obtain approval/modification of the proposed rate from the competent authority and communicate the same within a period of 4 weeks to the contractor. In case the contractor agrees to the above rates as fixed by the competent authority then they shall form a part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate of the competent authority then it shall be open for the Engineer-in-Charge to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work be executed by alternative agency.

If the contractor commences non-schedule work or incur expenditure in regard there to before the rates shall have been determined by the competent authority, then he shall be entitled for payment for the work done as may be finally decided by the competent authority. In the event of dispute, the decision of the Superintending Engineer/ C.E. (in case where the post of S.E. does exist) shall be final.

No Claim to Any Payment or Compensation for Alteration or restrictions of works

Clause 14- If at any time after the execution of the contract document, the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

In any such case, except as provided hereunder, the contractor 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 so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and of approved quality and / or shall be compensated for the loss, if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge, whose decision shall be final, may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of labour charges, if, in the opinion of the Engineer-in-

Charge, the labour could have been employed by the contractor else where for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

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

Time Limit for Unforseen Claims

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

Action and Compensation Payable in Case of Bad Work

Clause 16- If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, material or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable material 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 the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent, on the amount of contract put to tender every day not exceeding ten days, during which the failure so continues 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 the materials or articles. complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-charge consider that any such inferior work of material as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates, as he may fix therefore.

Work to be Open for Inspection—Contractor or Responsible Agent to be present

Clause 17- 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 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 work 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.

Notice to be Given Before Work is Covered Up

Clause 18- 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, 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 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.

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

Clause 19- If the contractor or his work people or servants shall break, deface or injure or destroy, any part of building in which they may be working or any building, road, road curb, fences, enclosures, water pipes, cables, electric or telephone posts or wires trees grass 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 whatever, or any imperfections become apparent in it within three months (six months in the cases of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make good the same at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense (of which certificate to the Engineer-in-Charge shall be final) from any sums that may be any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

The contractor hereby also covenants that it shall be his responsibility to see that the building constructed do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer-in-Charge during that said period, the same shall be removed by him at his own expense or in default the Engineer-in-Charge may get them removed and deducted the expenses thereof from any sum that may be then the security deposits of the contractor, an amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy as aforesaid and the defects are fully removed and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue/cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realized. 25% of the amount shall be refunded on maintenance period being over even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

Contractor to Supply Plant, Ladders, Scaffolding etc.

Clause 20- The contractor shall supply at his own cost materials (except such special material if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's Stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work

condition whether original ,altered or substituted and whether included in the specification or other documents forming part of the contract 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 any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works and counting ,weighing and assist 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 or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at on his own cost except when contract specifically provides other wise and except for payments due under clause 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 precaution and to pay any damage 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 be paid to compromise any claim by any such person.

Compensation under Section 12 Sub-section (1) of the Workman's compensation Act, 1923

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

Labour

Clause 22- The contractor should get himself registered under-contract-labour regulation and abolition Act, 1970 including its amendments after getting a certificate from the principal employer who will be the Engineer-in-Charge.

Clause 23- Labour below the age of 12 Years.–No labour below the age of 12 years shall be employed on the work.

Fair Wage

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

- (a) “Fair wage” means wage whether for time or piece work notified at the time of inviting tender for the work and where such wage have not been so notified , the wages prescribed by the Works Department for the division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said works, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the works for the performance of the contractor’s part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer/Sub-Divisional Officer, shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment to the conditions of the contract for the benefit of the workers, non payment or wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Work not to be sublet

Clause 25- The contract may be rescinded and security deposit forfeited, for subletting, bribing or if contractor becomes insolvent :-

The contract shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of 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 Government 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 Divisional Officer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if 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 there to for actually performed under the contract.

If the contractor gets item/items of work executed on a task rate basis with or without materials, this shall not amount to sub-letting of the contract.

Sum Payable By Way of Compensation to be considered as Reasonable Compensation Without Reference to Actual Loss.

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

Changes in the Constitution of Firm

Clause 27- 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.

Work to be under the Direction of Executive Engineer / Superintending Engineer/C.E.

Clause 28- All works to be executed under the contract shall executed under the direction and subject to the approval in all respect of the Executive Engineer of the Division/ Superintending Engineer of the Circle /C.E. (in case where the post of S.E. does not exist) 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.

Disputes relating to specifications, designs etc.

Clause 29- Except where otherwise specified in the contract all question and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs drawings specifications, estimates, concerning the works, or the execution or failure to executive the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer/C.E. (in case where the post of S.E. does not exist) in writing for his decision, within a period of 30 days of such occurrence. Thereupon the Superintending Engineer/C.E. (in case where the post of S.E. does exist) shall give his written instructions and / or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If the Superintending Engineer / C.E. (in case where the post of S.E. does not exist) fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested if the parties are aggrieved against the decision of the S.E. the parties may within 30 days prefer an appeal to the Chief Engineer who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Chief Engineer will give his decision within 90 days. If any party is not satisfied with the decision of the Chief Engineer, he can refer such disputes for arbitration by an Arbitration Board to be constituted by the State Government which shall consist of three members of whom one shall be chosen from among the officers belonging to the Department not below the rank of S.E., one Retired Chief Engineer

of any Technical Department and one serving officer not below the rank of S.E. belonging to another technical Department.

The following are also the terms of this contract namely:-

- (a) No person other than the aforesaid Arbitration Board constituted by the Government (to handle cases of all Technical Departments) shall act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all.
- (b) The State Government may at any time effect any change in the personal of the Board, and the new members or members appointed to the Arbitration Board shall be entitled to proceed with the reference from the stage at which it was left by his or their predecessors.
- (c) The party invoking arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute (s).
- (d) Where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable, unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall on the determination of Arbitration proceedings be adjusted against the cost, if any awarded by the Board against the party and the balance remaining after such adjustment or in the absence of the such cost being awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

Amount of claim	Rate of security Deposits
For claims below Rs. 10,000	5% of the amount claimed.
For claims of Rs. 10,000 & above but below Rs. 1,00,000.	3% of the amount claimed subject to minimum of Rs.500.
For claims of Rs. 1,00,000. & above	2% of the amount claimed subject to a minimum of Rs. 3,000.

- (e) If the contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days on receiving intimation from the Executive Engineer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged or released of all liabilities under the contract in respect of such claims.
- (f) The Arbitration Board may from time to time, with the consent of the parties extend the time for making the award.
- (g) A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the contractor and payment as per terms and conditions of the agreement shall be continued by the Department.
- (h) Except where otherwise provided in this contract, the provisions of the arbitration Act, 1940 and the rules made there under for the time being in force, shall apply to the arbitration proceeding under this clause.

Lump Sums in Estimate

Clause 30- 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 pay the lump sum amount entered in the estimates, 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.

Action Where no specification

Clause 31- In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by Superintending Engineer/Chief Engineer for application to works in the district and in the event of there being no such specification then in such the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

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

Clause 32- The percentage referred to at para. 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

Claim for Quantities Entered in the Tender or Estimate

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

Claims for Compensation for Delay in Starting the Work

Clause 34- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or. In the case of clearance works, on account of any delay in according sanction to estimates.

Employment of Scarcity Labour

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

Refund of Quarry Fees and Royalties

Clause 36- All quarry fees, royalties, octroi duties and ground rent for stacking materials if any should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules, after obtaining a certificate from the Engineer-in-Charge, that the materials were required for use on Government work.

In the case of quarries, where extraction of minor minerals is done by the contractor, after taking permit from the Collector, the contractor will get refund of royalty charges, after the work is completed and after obtaining a certificate from the Executive Engineer that the materials extracted by the contractor have been used on Government work.

In the case of quarries which have been leased out (Trade quarries) the contractor should make all payments of royalty charges at Government approved rates. These royalty charges will also be refunded to the contractor on production of actual cash vouchers on the certificate obtained from the Executive Engineer that these materials obtained by the contractor from the leased quarries have been used on Government work only.

In the First Instance, royalty charges will be refunded by the Collector and in the Second instance royalty charges will be refunded by the Executive Engineer.

In the case of any dispute about payment of royalty charges, decision of the Superintending Engineer will be final.

Technical Examination

Clause 37- The Government shall have the right to cause Audit and Technical Examination of the works and final bills of the contractor including all supporting voucher abstracts, etc to be made as per payment of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed. The contractor shall be liable to refund the amount of over payment and it shall be lawful for the Government to recover the same from the security Deposit of the contractor or from any dues payable to the contractor from the Government account. If it is found that the contractor paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Government to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Superintending Engineer/C.E. (in case where the post of S.E. does not exist) shall be final.

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

Death or Permanent Invalidity of Contractor

Clause 38- If the contractor is an individual or a proprietary concern, partnership concern dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be classed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

.....
(Signature of Engineer-in-Charge)

APPENDIX 2.13 (A)

(See paragraph 2.091)

(For Irrigation Works only)

GOVERNMENT OF MADHYA PRADESH DEPARTMENT

FORM A

..... **DIVISION**

..... **SUB-DIVISION**

PART - IV

Percentage Rate Tender and Contracts for Works

4.1 General Rules and Directions for the Guidance of Contractors.

4.1.1 All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public and signed by the issuing authority.

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 security deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi, duties and ground rents will be granted. Copies of the specifications, designs and drawings and other documents required in connection with the work signed for the purpose of identification by the Executive Engineer/Superintending Engineer/C.E. in case of no S.E. shall also be open for inspection by the office of the issuing authority during office hours.

4.1.2. 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. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

4.1.3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration 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 contractors who wish to tender for two or more work 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.

4.1.4. The receiving authority, or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except

those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.

4.1.5 The Officers competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

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

4.1.7. The memorandum of work tendered for and the schedule of material to be supplied by the Department and their issue rates shall be filled in and completed in the office of the issuing authority before the tender form is issued. If 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.

4.2 **Tender for Works.**

4.2.1 I/We hereby tender for the execution for the Governor of Madhya Pradesh of the works specified in the under written memorandum within the time specified in such memorandum at.....per cent below/above the rates entered in the schedule mentioned in rule 4.1.1. and in accordance in all respects with the, specifications, designs, drawings and instructions in writing referred to in rule 4.1.1 hereof and in clause 4.3.12 of the annexed conditions, and with such materials as are provided for, by and in all other respects, in accordance with such conditions as far as applicable including special conditions vide Part III.

MEMORANDUM

- | | | |
|---|--------|------------|
| * (a) General Description | Rs. | |
| (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. | Percentage |
| (f) Time allowed for the work from
the date of written order to commence. | Months | |
| (g) This period will be exclusive of period of three months as per N.I.T.
*If several sub-works are included, they should be detailed in a separate
list.
**This deposit will vary from 1 per cent to 8 per cent. of the estimated cost
of the work according to the requirement of the case. | | |

This percentage, where no security deposit is taken will vary from 5 per cent. to 8 per cent. according to the requirement of the case also see clause 4.3.1. of the conditions of contract and clause 2.8 of Part II of N.I.T.

4.2.2 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 as applicable, or in default thereof to profit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

4.2.3. The sums of Rs. is herewith forwarded in (the full value of which shall be retained by the Government of Madhya Pradesh on account of security deposit specified in clause 4.3.1. of the said conditions of contract).

Dated the day of19.....

Witness 1.....2.....

Address

Signature of the tenderer
before submission of the
tender.

Occupation

4.2.4. The above tender is hereby accepted by me on behalf of the Governor, Madhya Pradesh.

Dated the day of19.....

.....
Signature of the officer
by whom accepted,
Designation.

4.3. **Conditions of Contract** – The security deposit will be cash deposit or in any of the forms mentioned in 2.5.1 of N.I.T. except the Bank Guarantee.

4.3.1 The person / persons whose tender may be accepted (here in after called the contractor which expression shall unless excluded by or repugnant to the context included his heirs, executors, administrators, representatives and assigned shall permit the Government at the time of making any payment to him for work done under the contract, to deduct an amount equal to five percent of all money so payable till such earnest money deposited by him total five percent of the probable amount of contract or percent. of the cost of the work executed, when the same exceeds the estimated amount of the contract.

Such deduction shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to the Government under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest

arising here from or from any sum which may be due or may become due to the contract by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in case 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. The security deposit referred to when paid in case may at the cost the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

NOTE :- Any sum deposited in cash by the contractor or amount of deductions made under clause 4.3.1. above may, if the contractor so desires be converted into one of the recognized forms of interest bearing securities to be approved by the officer sanctioning the contract provided the amount to be converted is not below Rs. 1000 (One Thousand) and the period of contract, warrants such conversion. Such securities should be endorsed to the Executive Engineer.

4.3.2. Compensation for Delay :-

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 due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent. or such smaller amount as the Executive Engineer/Superintending Engineer may decide, on the amount of the estimated cost of the whole work as shown in 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 sixth of the whole of the work, before one fourth of the whole time allowed under the contract has elapsed two fifth 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. or such smaller amount as the Executive Engineer/Superintending Engineer may decide 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 eight per cent. on the estimated cost of the work as shown in the tender.

4.3.3. Action when the contractor becomes liable for levy of penalty.- 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 installments) or committed a breach of any of the terms contained in clause 4.3.24. or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause. Divisional Officer on behalf of Governor of Madhya Pradesh

shall have power to adopt any one of the following courses, as he may deem best suited to the interest of Government.

- 4.3.3.1. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.
- 4.3.3.2. To employ labour paid by Department or by employing departmental machinery and supply of materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour or hire charges of departmental machinery and the price of the material (of the amount of which cost and price a certificate of the Divisional Officer 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 contractor under the terms of his contract or the cost of the labour and the price of the materials as certified by the Divisional Officer whichever is less. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Saving, if any, will go to the Government.
- 4.3.3.3. 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 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 Divisional officer 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 Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates, the contractor shall not be entitled for any refund on this account. Savings if any shall go to the Government.

In the event of any of the above courses being adopted by the divisional Officer, 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 advances on account of, or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provisions 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 sub-Divisional/Divisional Officer 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.

- 4.3.4.1. **Contractor remains liable to pay compensation if action not taken under clause 4.3.3;-** In any case in which of the powers, conferred upon the Divisional Officer by clause 4.3.3, 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 not withstanding

be exercisable in the event of any future case of default by the contractor for which by any clauses 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.

4.3.4.2. Power to take possession of, or require removal or sell of contractor's plant;- In the event of the Divisional Officer putting in force either of the powers 4.3.3.1 or 4.3.3.3 vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the work at the site thereof or belonging to the contractor procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may notice in writing to the contractor or his clerk of the works foreman 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).

In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expenses or sale them by action or private sale on account of the contractor and at his risk in all respect and the certificate of the Divisional Officer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

4.3.5.1. Extension of time- Time shall be considered as the essence of the contract. If however, the failure of the contractor to complete the work as per the stipulated date referred to above arises from delay on the part of the Government, in supplying the materials or equipment, it has undertaken to supply under the contract, or from delays in handing over sites or from increase in the quantity of work under the contract, or force majeure an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

4.3.5.2. The authorities competent to sanction extension of time shall be as follows:-

(a) For contract of the value upto Rs 25 lakhs:-

- | | |
|------------------------------|--|
| (i) Executive Engineer. | Up to 25 per cent. of the stipulated period of the contract or three months whichever is less. |
| (ii) Superintending Engineer | For period more than indicated in (a) (i) above. |

- (b) For contracts more than Rs 25 lakhs :-
- (i) Superintending Engineer. Upto 25 per cent. of the stipulated period of the contract or six months whichever is less.
- (ii) Chief Engineer. For period more then indicated in (b) (i) above.
- 4.3.5.3. Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.
- 4.3.6. **Final Certificate.-** On completion of the work the contractor shall be furnished with a certificate by the Sub-Divisional/Divisional Officer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material and rubbish, and cleaned of the dirt from all wood work, doors, windows, or walls, floors, or other parts of any building or structure in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Sub Divisional Officer, Executive Engineer (hereinafter called Engineer-in-Charge) whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause such as to removal of scaffolding, surplus material 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 expenses so incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.
- 4.3.7. **Payments on intermediate certificate to be regarded as advances. -** The contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Engineer – in – charge who certificate of such approval and passing of the some so payable shall be final and conclusive against the contractor. But, all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the due contract or any part thereof, in any respect, or the occurring of any claim nor shall it conclude, determine or affect in any way, the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary 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.

- 4.3.8. **Bill 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 sub-ordinate to measure up the said work in the presence of the contractor whose countersignature to the measurements 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.
- 4.3.9. **Bills to be on printed forms.** - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rate 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 herein after provided for such work.
- 4.3.10. **Receipts to signed by partners or persons having authority to do so.** - Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners except where the contractors are described in their tenders as a firm, in which case the receipt 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.
- 4.3.11. **Store supplied by Government.** - If the specifications or 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 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 as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's

store, if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such material unless with such consents, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

4.3.12.1 Works to be executed in accordance with specifications drawings, orders, etc. - 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 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 Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of specifications, and of all such designs, drawings and instruction as aforesaid.

4.3.12.2.In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge the contractor shall, whenever required, in the course of manufacture arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein, to any officer of the Directorate of Inspection of the Ministry of works, production and supply of the Government of India. Such bearings hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection All inspection charges will be payable by the contractor*

4.3.13.1. Alternations in specifications and designs:- The Engineer in charge shall have power to make any alternations in. omission from, additions to, or substitution 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 alternations omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified below.

*The clause may be struck off if the tender is not for the bridge work.

4.3.13.2. Extension of time in consequence of alterations .- The time for completion of the work shall be extended in the proportion that the altered, additional, or substituted work bears to the original contract works, and the certificate of the Engineer -in -charge shall be conclusive as to such proportion.

4.3.13.3. Rates for items of contract involving increase in the quantity during execution and rates for works not provided in contract:- The rates for such additional, altered or substituted work shall be worked out in accordance with the following provision:-

- (a) Rates for items of contract involving increase in the quantity during execution:- In case of excess of quantities of such items of work which are included in the Agreement, the contractor will be paid at his tendered rate for such items.
- (b) Rates for altered or substituted items:- If the rates for altered or substituted work are not specifically provided in the contract for work, the rates will be derived from the rates of similar type and class of work as are specified in the contract for the work. Such rates shall be determined by the Superintending Engineer.
- (c) Rates for Extra Items:- The rates for such items which cannot be determined as per clause (a) and (b) above shall be worked out from rates of similar items in the Unified Schedule of Rates of the Irrigation Department in force on the date of invitation of tender after adding or subtracting the overall percentage of accepted tender above or below as the case may be, to the total cost of work as per annexure 'I' at the estimated rates. Such rates shall be determined by the Superintending Engineer.

Rates for such items which cannot be determined in the above manner shall be determined by the Superintending Engineer on the basis of prevailing market rates to include prime cost of material and labour charges (inclusive of hourly use rates for machinery and equipments as determined by the department) plus 25% (twenty five percent) extra to cover the sundry, overhead charges and profit etc. of the contractor.

In no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

4.3.14. No claim to any payment or compensation for alteration in or restriction of works.- If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case, except as provided here under the contractor shall have no claim 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 so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the works as originally contemplated. Where,

however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensations to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if, in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during the stoppage of the work has been ordered as aforesaid.

4.3.15. Time limit for unforeseen claims.- Under no circumstances whatever, shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

4.3.16. Actions and compensations payable in case of bad work.- If at any time before the security deposit is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of inferior quality or, that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the works specified in whole or in parts as the case may require, or if so required shall 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 his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, 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 during which the failure so continues 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 the materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

4.3.17.1. Contractor liable for damage done and for imperfection for twelve months after certificate.- If the contractor or his work people, or servants

shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fences, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, or grass, 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 whatever, or any imperfections became apparent in it within twelve months after a certificate final or otherwise 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 work and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposits or the proceeds of sale thereof or of a sufficient portion thereof.

4.3.17.2. The security deposit of the contractor shall not be refunded before the expiry of twelve months after issue of the certificate, final or otherwise, of completion of the work and in no case shall it be refunded before the settlement and payment of the final bill, provided that if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six months of the issue of said certificate of completion of the work under this contract.

4.3.17.3. The contractor hereby also covenants that it shall be his responsibility to see that building(s) constructed under this contract does not leak during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its (their) completion and if any defects are pointed out to him by the Engineer-in-charge during the said period, the same shall be removed by him at his own expense or in default, the Engineer-in-charge may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of contractor. An amount equal to 20% of the cost of the roof shall notwithstanding anything contained in this clause, be retained till the roof(s) are tested during the first rainy season, in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete or cement concrete terraced roof, as aforesaid and the defects are fully removed. If any amount still remains due on this account after making deductions as aforesaid, the same may be recovered from him as an arrears of land revenue.

4.3.18. **Works to be open for inspection.-** All works, under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all 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 work 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.

4.3.19. **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 Sub-ordinate in charge of the work, 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 material with which the same was executed.

4.3.20. **Contractor to supply plant, ladders, scaffoldings etc.**- The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances. implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the 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 as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out 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 or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non provisions of lights, fencing etc. The contractor shall also provide at his own cost, except when the contract specifically provided otherwise and except for payment due under clause 4.3.13. 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 proceedings, to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

4.3.21. **Compensation under section 12, subsection (1) of the workmen's compensation act, 1923.**- In every case in which by virtue of the provisions of section 12 sub-section (1) of the workmen's compensation act, 1923, Government are obliged to pay any compensation to a workman employed by

the contractor in execution for the works. Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Government under section 12, sub-section (2) .of the said act. Government 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 Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under section 12 sub-section (1) of the said act, except on the written request of the contractor and upon his giving to Government, full security for all cost for which Government might become liable in consequence of contesting such claim.

4.3.22. **Labour:** No female labour shall be employed within the limits of a cantonment.

4.3.23. **Labour below the age of twelve years.-** No labour below the age of twelve years shall be employed on the work.

4.3.24.1. **Fair Wage.-** The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation:-

- (a) Fair wage means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Irrigation Department for the division in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his subcontractors, in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, contractor shall comply with or cause to be complied with the labour regulations. then in force.
- (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor any sum required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the benefit of workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach there of shall be deemed to be a breach of this contract.

- 4.3.24.2 The contractor shall at his own expense provide or arrange for the provision of footwear for labourers doing cement mixing work which the contractor has under taken to execute under this contract to the satisfaction of the Engineer-in-charge and on his failure to do so the Government shall provide the same to such labourers and recover the cost from the bill due to the contractor.
- 4.3.24.3. The contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge a true statement in respect of the second half of the preceeding month and the first half of the current month respectively showing (1) the number of labourers employed by him on the work ; (2) their working hours ; (3) the wages paid to them ; and (4) the accidents that occurred during the said fortnight stating the circumstances under which they occurred and the extent of damage and injury caused by them failing which the contractor shall be liable to pay to the Government a sum not exceeding Rs. 50 for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine in this behalf.
- 4.3.24.4. In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Irrigation Department and its contractors.
- 4.3.25 **Work not to be sublet.**- The contract shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of 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 Government 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 Divisional Officer may there up on by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under clause 4.3.3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto as actually performed under the contract.
- 4.3.26. **Sum payable by way of compensation to be considered as reasonable compensation 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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.3.27. **Changes in the constitution of Firm.**- In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified the contractor to the Engineer-in-charge, for his information.

- 4.3.28. Works to be under the direction of Executive Engineer / Superintending Engineer.-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer / Superintending Engineer of the Division/Circle 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 out.
- 4.3.29.1 Except where otherwise specified in the contract for contracts up to Rs. 50 lakhs, the decision of the Superintending Engineer of the circle for the time being in respect of all questions and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to thing whatsoever, in any other question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work of execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final, provided that the Superintending Engineer before giving the decision in the matter gives an opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Superintending Engineer in respect of any matter, he may within 28 days after receiving notice of such decision, give notice in writing to the Superintending Engineer requiring that the matter may be referred to arbitration and furnishing detailed particulars of the dispute or difference and specifying clearly the point at issue. If any party fails to give such notice within the period of 28 days as stipulated above, the decision of the Superintending Engineer already given shall be conclusive, final and binding on all the parties.

In case an arbitration is to be held it shall be effected by an arbitrator to be appointed by the state Government, whose decision shall be conclusive, final, and binding on all the parties.

If the work under the contract has not been completed when a dispute is referred to arbitration, work shall continue during the arbitration proceedings if it is reasonably possible and no payment due to contractor should be withheld on account of arbitration proceedings unless it is required by the arbitrator.

- 4.3.29.2 Except where otherwise specified in the contract, for contracts costing over Rs. 50 lakh, the decision of the Superintending Engineer of the Circle for the time being in respect of all questions and disputes relation to the meaning of the specifications, designs. drawings and instructions herein before mentioned as to the quality of workmanship or material used, on the work or as to any other question, claim, right, matter or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work of execution or failure to execute

the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be final provided that the Superintending Engineer shall before giving his decision in the parties to the matter give an opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Superintending Engineer in respect of any matter, he may, within 28 days after receiving notice of such decision, give notice in writing to the Superintending Engineer requiring that the matter may be referred to arbitration and furnishing detailed particulars of the disputes or difference and specifying clearly the point at issue. If any party fails to give such notice within the period of 28 days as stipulated above, the decision of the Superintending Engineer already given shall be conclusive, final and binding on all the parties.

In case an arbitration is to be held, it shall be effected by an arbitrator to be appointed by the State Government, out of a panel of three names suggested by the State Government to the contractor, who shall give his concurrence within a period of one month from the date of communication. In case, the contractor does not communicate his concurrence the State Government shall appoint an arbitrator whose decision shall be conclusive, final and binding on all the parties.

If the work under the contract has not been completed when a dispute is referred to arbitration, work shall continue during the arbitration proceeding if it is reasonably possible and no payment due to contractor should be withheld on account of arbitration proceedings unless it is required by the arbitrator.

- 4.3.30. **Lump-sums in estimates.-** When the estimate on which the 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 part 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 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.
- 4.3.31. **Action where no specification.-** In the case of any class of work for which there is no such specification as is mentioned in rule vide clause 4.1.1. such work shall be carried out in accordance with specification approved by Superintending Engineer/Chief Engineer for application to works in the district, and in the event of there being no such specification, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in charge.
- 4.3.32. **Definition of work.-** 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.

- 4.3.33. **Claim for quantities entered in the tender or estimate.**- Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in that tender or estimate.
- 4.3.34. **Claim for compensation for delay in starting the work.**— No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or the case of clearance work on account of any delay in according sanction to the estimate.
- 4.3.35. **Employment of Scarcity Labour.**- If the Government declare a state of scarcity or famine to exist in any village situated within 16 km. of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with implementation of this clause shall be decided by the executive Engineer whose decision shall be final and binding on the contractor.
- 4.3.36.1. **Refund of Quarry Fees.**- All quarry fees, octroi duties & ground rent for stacking material should be paid by the contractor.
- 4.3.36.2. The royalty charges for extracting the minor mineral for govt. work will be paid by the contractor to the collector as per rules. But the amount so recovered shall be refunded by the collector according to the procedure prescribed on production of a certificate from the Executive Engineer to the effect that the minor mineral extracted by the contractor has been utilized of Government works
- 4.3.37. **Penalty for breach of contract.**- On the breach of any terms or conditions of this contract by the contractor the said Governor shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining, and to realize and retain same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due to or which may become due to the contractor by Government or otherwise howsoever.
- 4.3.38.1. **Recovery of dues form the contractor.**- Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government promissory notes, etc. forming the whole or part or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or

which at any time thereafter may become due to the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the contractor then it shall be recovered from him as an arrear of land revenue.

4.3.38.2. Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause 4.3.38.1. of this clause and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by Government to the contractor provided that Government shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand, under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

4.39.1. **Notice to the contractor to start work. -**

"Your contract for thehas been accepted by.....
on behalf of the Governor of Madhya Pradesh on theday of
.....19..... and you are hereby ordered to commence
the work."

Executive Engineer

4.39.2. "The notice to the contractor(s) to start work from the
.....day of
.....19..... was issued, vide this office Memorandum No.
..... Dated the19....."

COMPLETION CERTIFICATE

4.40 In pursuance of clause 4.3.6. of the agreement in form "A" dated the between the contractor Shri and the Governor of Madhya Pradesh , it is hereby certified that the contractor has duly completed the execution of the work under taken by him there under, on theday of.....19.....

Executive Engineer

APPENDIX 2.14

(See paragraph 2.091)

Form B

GOVERNMENT OF MADHYA PRADESH
.....DEPARTMENT

Division/Sub –Division

ITEM RATE 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 invitation to tender posted in public places and signed by the Sub-Divisional/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 the 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. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specifications, drawing and a schedule of quantities and rates of the various descriptions of work and any other document required in connection with the work, signed for the purpose of identification by the Sub Divisional Officer/Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Divisional Officer 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 authorizing to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3.- Any person who submit a tender shall fill up the usual printed form starting at what rate he is willing to undertake each item of work. Tenders which propose any alteration, 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 condition 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. Tender shall have the name and number of the work to which they refer written outside the envelope.

- 4.- The Sub-Divisional Officer/Divisional Officer or his duly authorized assistant, will open tenders in the presence of any intending contractor who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenders except those whose tenders are rejected and whose earnest is refunded on the day the tenders are opened.
- 5.- The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 6.- The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/Divisional Officer and the contractor shall be responsible for seeing that the procures a receipt signed by the Sub-Divisional Officer/Divisional officers or any by other person duly authorized by him.
- 7.- The memorandum of work tendered for, and the schedule of materials to be supplied by the public Works Department and their issue shall be filled in and completed in the office of the Sub-Divisional Officer/Divisional Officer before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this before he completes and delivers his tender.

TENDER FOR WORKS

I /We hereby tender for the execution for the Governor of Madhya Pradesh of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings, and instruction in writing referred to in rule 1 hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- * (a) General description
- (b) Estimated cost..... (c) Earnest money.....
- * (d) Security deposit including earnest money
- *** (e) Percentage if any, to be deducted from bills
- (f) Time allowed for the work from the date of written order to commence month
- (g)

Item No.	Item of Work	Unit	Per	Rate Tendered in Figures	Rate tendered in words
1	2	3	4	5	6

* If several sub –works are included, they should be detailed in a separate list.

** This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

*** 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 deposit is taken, see to clause 1 of the conditions of contract.

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 hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

The sum of Rs.1*(.....)is, herewith forwarded in currency notes as earnest money (a)2*.the full value of which is to be absolutely forfeited to the Governor of Madhya Pradesh or his successors in office, should I/We not deposit the full amount of security deposit in the above memorandum, in accordance with clause1(A) of the said conditions of contract, otherwise the said sum of Rs.....shall be retained by the Government as on account of such security deposit as aforesaid, or (b)3*. The full value of which shall be retained by Government on account of the security deposit specified in clause1(B) of the said conditions of contract.

Dated the.....day of..... 19.....

Signature of contractor before submission of tender.

Address

4.* Witness.....

Occupation.....

Address.....

-
- 1.* Give particulars and numbers.
 - 2.* Strike out(a) if no cash security deposit is to be taken.
 - 3.* Strike out (b) if any cash security deposit is taken.
 - 4.* Signature of witness to contractor's signature.

The above tender is hereby accepted by me on behalf of the Governor of Madhya Pradesh .

Dated. the.....day of.....19.....

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 which expression shall unless excluded by or repugnant to the contract include his heirs, executors, administrators, representatives and assigns) shall 4* (A) (within one day for a contract of Rs.1,000 or less, two days for one of Rs.2,000 or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Sub-divisional Officer/Divisional Officer in cash, or Government securities endorsed to the sub-Divisional Officer/divisional Officer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or *(b) [permit Government at the time of making any payment to him of work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to **..... percent of all moneys so payable, such deductions, be held by government by way of security deposit], provided always that in the event of the contractor deposit 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 estimated cost of the work, it shall be lawful for Government at the time of making any payment the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment to the as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security 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. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Note- Any sum deposited in cash by the contractor under (A) or amount of deduction made under (B) may, if the contractor so desires, be converted in to one of the recognized forms if interest bearing securities to be approved by the officer sanctioning the contract, provided the amount to be converted is not below Rs. 1000 (one thousand) and the period of contract such conversion. Such securities should be endorsed to the Executive Engineer.

*Strike out “A” or “B” as the case may be.

** This will be the same percentage as that in the tender at ©

*** This percentage (not exceeding 10 per cent) will be fixed in every case to suit requirements, e.g. if it is fixed at 8 percent and the security deposit only amounts to 5 percent of the estimated cost of the work, then 3 percent should be deducted from every payment. If the percentage is fixed at 10 percent and the security deposit only amount to 6 percent then 4 percent should be deducted and so on.

The security deposit would also be converted in the shape of Bank Guarantee in recognized form with prior approval of the authority sanctioning the contract.

Compensation for Delay

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 due 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 per cent or such smaller amount as the engineer may decide, 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 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 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 compensation an amount equal to one percent or such small amount as the Executive Engineer/Superintending Engineer may decide 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 be paid under the provision of this clause shall not exceed eight percent on the estimate cost of the work as shown in the tender.

3. Action when the contractors becomes liable for levy penalty.

Clause 3.- In any case in which under any clause or clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms contained in clause 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Divisional Officer on behalf of the Governor of Madhya Pradesh shall have power to any one of the following courses, as he may deem best suited to the interest of Government.

- (a) To rescind the contract, (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.
- (b) To employ labour paid in the P.W.D./W.R.D./P.H.E.D. Department or by employing departmental machinery and to supply materials to carry out work or any part of the work, debiting, the contractor with the cost of the labour or hire charge of departmental machinery 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) 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 this contract; or the cost of the labour and the price of materials as certified by the Divisional Officer which ever is less, the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at

lower rates than the rates quoted by the contractor. Saving, if any, will go to the Government.

- (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 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 (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 and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates the contractor shall not be entitled for any refund, on the account saving, if any which shall go to the Government.

In the event of any of the above courses being adopted by the Divisional Officer, 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 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 provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work theretofore actually performed under this contract, unless and until the Sub-Divisional Officer/Divisional Officer 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.

Contractor 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 Divisional Officer by clause 3 hereof, shall have become exercisable and the same shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any further 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.

In the event of the Divisional Officer putting in force either of the power under clause (a) or (c) vested in him under the preceding clause he may if he so desires take possession of all 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 intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or, in case of these not being applicable at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer 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, materials or stores from the premises (within a time to be specified in such notice).

Power to take possession of or require removal of or sell contractor's plant – In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expense or sell them by

auction or to private sale on account of the contractor and at his 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 .

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 been unavoidably hindered in its execution or any other ground he shall apply in writing to the Divisional/Sub-Divisional Officer within thirty days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Divisional /Sub-Divisional Officer shall , if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a period not exceeding three months. Any further extension of time shall be subjected to the previous sanction of the Superintending Engineer.

Clause 6.- Final certificate- On completion of the work, the contractor shall be furnished with a certificate by the Sub-Divisional/Divisional Officer (hereinafter called the Engineer-in-Charge) 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 the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other part of any building or structure in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer in charge/Executive Engineer 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 of 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 expenses 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.

Payment of intermediate certificate to be regarded as advances.

Clause 7.- No payments shall ordinarily be made for work 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 if intermediate payment during the course of the execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Engineer-in-Charge. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum 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 effect, in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary 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 certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause 8.- A bill shall be submitted by the contractor each month on or before the date fixed by the 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 or 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.

Bills to be in Printed Forms

Clause 9.- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge , 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 pursuance of these conditions ,and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Receipt to be signed by partners or persons having authority to do so

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

Stores Supplied by Government

Clause 11.- If the specification or estimate of the work provides for the use of 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 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 of memorandum, hereto annexed), the contractor shall be supplied with such materials and stores, as required from time to time, to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the

contractor under the contract or otherwise; or against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities the same or sufficient portion thereof being in this case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, if by a notice in writing under his hands he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Works to be executed in accordance in with specifications, Drawings, Orders etc.

Clause 12.- The contractor shall execute the whole and every part of work in the most substantial and work man like manner and both as regards materials and otherwise in every in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge 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 purpose of inspection of during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instruction as aforesaid.

Alterations in Specification and Designs

Clause 13.-The Engineer-in-Charge shall have power to make any alteration in, omission from, additions to, or substitution 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, omissions, 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 the same condition, in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

Extension of time in consequence of alterations.--

The time for the completion of the work shall be extended in the proportion that 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.

Rates for works not in estimate or schedule of rates of the district.- And if the altered, additional or 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 rates entered in the schedule of rates of the district, which was in force at the time of the

acceptance of the contract, and if such class of work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is 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 as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work, carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall be fixed by the Engineer-in-Charge. In the event of dispute the decision of the superintending engineer of the circle shall be final.

No claim to any payment or compensation for alteration in or restriction of work

Clause 14.- If at any time after execution of the contract documents the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender, to be stopped for any period or shall require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder, the contractor 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 so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and /or shall be compensated for the loss, if any that he may put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the engineer-in-charge whose decision shall be final. If the contractor suffers any loss on an account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineering-in-charge whose decision shall be final may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

Time limit for unforeseen claims

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

Action and compensation payable in case of bad work

Clause 16.- If at any time before the security deposit is refunded to the contract it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality to that contractor for, or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify or remove, and reconstruct the works to specified in whole or in part, as the case may require, or if so required shall 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 the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of the one per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues 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 the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Contractor liable for damage done and for imperfections for three months after certificate

Clause 17.- If the contractor or his work people, or servants shall break, deface, injure or destroy any part of building in which they may be working on any building, road, road curbs, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass-land or cultivated ground contiguous, 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 (six months in the case of a road work) after a certificate final or otherwise or 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 work-men and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter may become, due to the contractor or from his security deposits of the proceeds of sale thereof, or of a sufficient portion thereof.

The contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under this contract do not leak during the period of two consecutive rainy seasons after its (their completion) and if any defects are pointed out to him by the Engineer-in-Charge during the said period the same shall be removed by him at his own expense or in default the Engineer-in-Charge may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of the contractor an amount equal to 20% cost of the roof shall notwithstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed. If any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrear of land revenue / cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion, provided that all the recoveries outstanding against him are realized 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

Works to be open for inspection: contractor or responsible agent to be present.

Clause 18.- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and they 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 work 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 to the contractor himself.

Notice to be given before work is covered up

Clause 19.- 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 placed 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 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.

Contractor to supply plant, ladder scaffoldings etc.

Clause 20.-The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, 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 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 Engineer-in-Charge 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 person with the means and materials necessary for the purpose of setting 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 or the proceeds of sale thereof, or of a sufficient portion, thereof.

The contractor is liable for damages arising from non-provision of lights, fencing, etc.

The contractor shall also provide at his own cost, except when the contract specifically provides otherwise and except for payment due under clause 13 all necessary fencing, and lights required to protect the public from accident and shall be bound to bear the expenses of defense 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 & costs which may be awarded in any such any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Compensation under section 12 sub-section (1) of the workmen's compensation Act, 1923.

Clause 21.- In every case in which by virtue of the provisions of section 12, sub-section(1) of the workmen's compensation Act, 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the works. Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of Government under section 12, sub-section (2) of the said Act, Government 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 Government to the contractor whether under this contract or otherwise, Government shall not be bound to contest any claim made against them under section 12, sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 22.- No female labour shall be employed within the limits of a cantonment.

Labour

Labourers below the age twelve years

Clause 23.- No labourer below the age of twelve years shall be employed on the work.

Fair Wage

Clause 24.- The contractor shall pay not less than fair wage to labourers engaged by him on the work. Explanation. –(a) “Fair wage” means wage where for time or price work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the work Department for the division in which the work is done.

- (b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with the labour Act in force.
- (d) The Executive Engineer/S.D.O. shall have the right to deduct, from the moneys due to the contractors, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the contract for the benefit of the workers; non-payment of wages or of deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

Work Not to be Sublet

Clause 25.- The contractor shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or commence any insolvency or make any composition with his contractors, or attempt 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 Government 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 Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if 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 therefore performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 26.- 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 damage sustained, and whether or not any damage shall have been sustained.

Changes in the constitution of firm

Clause 27.- 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.

Works to be under the direction of Executive Engineer / Superintending Engineer

Clause 28.- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer / S.E. of the Divisional/Circle 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.

Disputes relating to specifications, designs etc.

Clause 29.- Except where otherwise specified in the contract the decision of the Superintending Engineer of the Circle for time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications estimates, instructions, order or these conditions or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or a abandonment thereof, provided that the superintending Engineer/ C.E. (in case where the post of S.E. does not exist). shall before giving the decision in the matter give an opportunity of being heard to the contractor.

Stores of European or American manufacture to be obtained from Government

Clause 30.- The contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacture which may be required for 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 Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which, for the purpose of this contract, shall include the cost of carriage and all other expense whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump Sump in Estimates

Clause 31.- When he estimate on which a tender is made includes lump sump in respect of part 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 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 payable to him under the provision of this Clause.

Action where no specification

Clauses 32.- In the case of any class of work for which there is no such specification as is mentioned in rules, such work shall be carried out in accordance with the specification approved by Superintending Engineer/Chief Engineer, for application to works in the district, and in the event of there being no such specification, then in such the case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-Charge.

Definition of work

Clause 33.- 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.

Claim for quantities entered in the tender or estimate

Clause 34.-Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than entered in the tender or estimate.

Clause 35.-No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or in the case of clearance works on account of any delay in according sanction to estimates.

Employment of Scarcity Labour

Clause 36.- If Government declare a state of scarcity of famine to exist in any village situated within 16km, of the work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need or relief and shall be bound to pay such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

Refund of quarry fees and Royalties

Clause 37.- All quarry fees, royalties, octroi duties and ground rent for stacking materials if any, should be paid by the contractor, who will, however be entitled to a refund of such of the Charges as are permissible under the rules on obtaining a certificate from, the Engineer-in-charge that the materials were required for use of Government work.

Royalty for breach of contract

Clause 38.- On the breach of any term or condition of this contract by the contractor the said Governor shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining , and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Note – If there is any difference between the amount of words figures written in the tender forms by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines do the work, earnest money deposit of the contractor shall be forfeited.

Notice to the contractor to start work

Your contract for the has been accepted by me / Superintending / Chief Engineer / Government on behalf of the Governor of Madhya Pradesh on the Day of 19..... And you are hereby ordered to commence the work.

Executive Engineer/ Sub-Divisional
Officer.

The notice to the contractor(s) to start work from the day of19..... was issued vide this office memorandum No. Dated the19.....

Completion Certificate

In pursuance of clause 6 of the Agreement in form A, dated the between the contractor Shri and the Governor of Madhya Pradesh it is hereby certified that the said contractor has duly completed the execution of the work under taken by him there under on the day of

.....
Signature of Contractor

.....
Signature of Engineer- in- Charge

SCHEDULE

Showing (approximately) materials to be supplied by the Department under clause 11 and 30 for work 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
(1)	(2)	(3)
Unit	Rs.	

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 the submission of the tender .

.....
Signature of the Contractor

.....
Signature of Sub-Divisional
Officer / Divisional Officer.

APPENDIX 2.14A

(See Paragraph 2.091)

(Form B for Irrigation Works only)

GOVERNMENT OF MADHY PRADESH IRRIGATION DEPARTMENT

FORM - B

.....Division.

.....Sub-Division

Item rate tender and contract for works.

4.1. General Rules and Directions for the Guidance of Contractor.

4.1.1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the issuing authority.

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 security deposit to be deposited by the successful tender and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer/Superintending Engineer shall also be open for inspection by the contractor at the office of the issuing authority during office hours.

4.1.2. 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. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

4.1.3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration 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 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.

- 4.1.4. The receiving authority or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.
- 4.1.5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 4.1.6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional/Divisional Officer or any other person duly authorised by him.
- 4.1.7. The memorandum of work tendered for and the schedule of materials to be supplied by the Irrigation Department and their issue rates shall be filled in and completed in the office of the issuing authority 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.
- 4.2. Tender for works :
- 4.2.1. I/We hereby tender for the execution for the Governor of M.P. the works specified in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with that specification, designs, drawings and instructions in writing referred to in rule 4.1.1. hereof and in clause 4.3.12. of the Annexed conditions, and with such materials as are provided for by, and in all other respects in accordance with such conditions so far applicable including Special Conditions vide Part III.

MEMORANDUM

* (a) General Descriptions	...	...	...
(b) Estimated cost	...	...	...Rs.
(c) Earnest money	...	...	...Rs.
(d) Security deposit	...	...	...Rs. per cent
(including earnest money).	...	...	...
** (e) Percentage if any to	...	...	...
be deducted from bills.			

(f) Time allowed for themonths. work from the date of written order to commence.

(g) This period will be exclusive of a period of 3 months as per N.I.T.

Item No.	Item work	Unit	per	Rate in figures	tendered in words
1	2	3	4	5	6

(Enclosed separately in Annexure-I by issuing authority).

4.2.2 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 hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

4.2.3 The sum of Rs.....is herewith forwarded in @ (The full value of which shall be retained by the Government of Madhya Pradesh on account of security deposit specified in clause 4.3.1. of the said conditions of contract).

Dated day of19.....

Witness.

Signature of the tenderer
before submission of
the tender.

Address :

Occupation :

4.2.4 The above tender is hereby accepted by me on behalf of the Governor, Madhya Pradesh

Dated the day of19.....

Signature of the Officer
by whom accepted
Designation

* If several sub-works are included, they should be detailed in separate list.

**** This percentage where no security deposit is taken will be 5%. Also see clause 4.3.1. of the conditions of contract and clause 2.8. of Part II.**

@Note.- The line may be filled by the mode of payment in accordance with the forms mentioned in clause 2.5.1. and 2.5.2. of Notice calling for tenders.

4.3. Conditions of Contract.- The security deposit will be cash deposit or in any of the forms mentioned in 2.5(1) except the Bank Guarantee.

4.3.1 The person/persons whose tender may be accepted (here in after called the contractor which expression shall unless excluded by or repugnant to the context included his heirs, executors, administrators, representatives and assigned) shall permit the Government at the time making any payment to him for work done under the contract, to deduct an amount equal to 5 percent of all money so payable till such sum with the earnest money deposited by him totals 5 percent of the probable amount of contract or per cent. of the cost of the work executed, when the same exceeds the estimated amount of the contract, unless the said sum of security to be taken is fully covered and secured.

Such deductions shall be held by the Government by way of security deposit. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in case 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. The security deposit referred to when paid in case may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

NOTE:- Any sum deposited in case by the contractor or amount of deductions made under clause 4.3.1 above may, if the contractor so desires be converted into one of the recognised form of interest bearing securities to be approved by the Officer sanctioning the contract. Provided the amount to be converted is not below Rs.1000 (One Thousand) and the period of contract, warrants such conversion. Such securities should be endorsed to the Executive Engineer.

4.3.2. Compensation for Delay:-

The time allowed for carrying out 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 to throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Executive Engineer/Superintending Engineer may decide, on the amount of the estimated cost of the whole work as shown in the estimated cost of the whole work as shown in the tender for every

day that the work remains uncompleted, 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 sixth of the whole of the work time allowed under the contract has elapsed, two-fifth of the work before one-half of such time has elapsed, and three fourth 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 Executive Engineer/Superintending Engineer may decide 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 eight per cent on the estimated cost of the work as shown in the tender.

- 4.3.3 Action when the contractor become liable for levy of penalty-** 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 installment) or committed a breach of any of the terms contained in clause 4.3.24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause Divisional Officer on behalf of the Governor of Madhya Pradesh shall have power to adopt any one of the following courses, as he may deem best suited to the interest of Government .
- 4.3.3.1. To rescind contract (of which rescission notice in writing to the contractors under the hand the Engineer-in-Charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and shall be absolutely at the disposal of the Government.
 - 4.3.3.2. To employ labour paid by the Irrigation Department or by employing Departmental machinery and supply of materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour or hire charges of Departmental machinery 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) 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 contractor under the terms of his contract or the cost of the labour and the price of the materials as certified by the Divisional Officer whichever is less. The certificated of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Saving, if any, will go to the Government.
 - 4.3.3.3. 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 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 excess the certificate in writing of the Divisional Officer 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 Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates the contractor shall not be entitled for any refund on this account. Savings, if any shall go to the Government.

In the event of any of the above courses being adopted by the Divisional Officer 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 in to any engagements or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Sub-Divisional Officer/Divisional Officer 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.

4.3.4.1 **Contractor remains liable to pay compensation if action not taken under clause 4.3.3-** In any case in which any of the powers, conferred upon the Divisional Officers by clause 4.3.3.hereof shall have become exercisable and the same shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any further 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.

4.3.4.2. **Power to take possession of or require removal of or sell contractor's plant.-** In the event of the Divisional Officer putting in force either of the powers 4.3.3.1. or 4.3.3.3. vested in him under the preceding clause he may if he so desires take possession of all or any tools, plant, materials and stores in or upon the work at the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final. Otherwise the Divisional Officer may by notice in writing to the contractor or his clerk of the works, foreman 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).

In the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor expenses 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 Divisional Officer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

4.3.5.1. **Extension of time.** - Time shall be considered as the essence of the contract. If, however, the failure of the contractor to complete the work as for the stipulated date referred to above arise from delay on the part of the Government, in supplying the materials or equipment, it has undertaken to supply under the contract, or from delays in handing over sites or from increase in the quantity of work under the contract, or force majeure an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

4.3.5.2. The authorities competent to sanction extension of time shall be as follows :-
(a) For contract of the value upto Rs. 25 Lakhs.

(i) Executive Engineer Upto 25 per cent, of the stipulated period of the contract or three months whichever is less.

(ii) Superintending Engineer. For period more than indicated in (a) (i) above.

(b) For contracts more than Rs. 25 Lakhs.

(i) Superintending Engineer Upto 25 per cent. of the stipulated period of the contract or six months whichever is less.

(ii) Chief Engineer For period more than indicated in (b) (i) above.

4.3.5.3. Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.

4.3.6. **Final Certificate.** - On completion of the work contractor shall be furnished with a certificate by the Executive Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls floors, or other parts of any building or structure in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Sub-Divisional Officer, Executive Engineer (hereinafter called Engineer-in-Charge) whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause such as removal of scaffolding, surplus materials, rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at expense or the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim

in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

- 4.3.7. **Payment on intermediate certificates to be regarded as advances.-** The contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum 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 of the occurring of any claim, nor shall it conclude, determine or affect in any way, the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary 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.
- 4.3.8. **Bill 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 counter signature to the measurements 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.
- 4.3.9. **Bills to be on printed forms.** - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rate 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 tender at the rates hereinafter provided for such work.
- 4.3.10. **Receipt to be signed by partners or persons having authority to do so.** - Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners except where the contractors are described in their tenders 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.

4.3.11. **Store supplied by Government.** - If the specifications or 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 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 as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, if by notice in writing under his hand he shall be required but the contractor shall not be entitled to return any such material unless with such consents and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

4.3.12.1. **Works to be executed in accordance with specifications, drawings, orders, etc.** - The contractor shall execute the whole and every part of work in the most substantial and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodge in his office and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection 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 specifications, and of all such designs and drawings and instructions as aforesaid.

4.3.12.2. In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein, to any officer of the Directorate of Inspection of the Ministry of Works, Production and Supply of the Government of India, and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection. All inspection charges will be payable by the contractor (this clause may be struck off if the tender is not for bridge work.)

4.3.13.1 Alterations in specifications and designs:- The Engineer-in-Charge shall have power to make any alterations in or omissions from, additions to or substitution for the original specifications drawings, and designs and instructions, that may appear to him to be necessary or advisable during the progress, of the work, and 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, omissions, 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 the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified below:

4.3.13.2. Extension of the time in consequence of alterations. - The time for 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.

4.3.13.3 Rates for items of contract involving increase in quantity during execution and rates for works not provided contract:-

The rates for such additional altered or substituted work shall be worked out in accordance with the following provisions:-

(a) Rates for items of contract involving increase in quantities exceed the quantities shown in Annexure 'I' of the tender document, the rate for the particular item as entered in Annexure 'I' of the contract shall be payable for extra quantities upto 10% (10 per cent.) of the quantities in the Annexure 'I'.

In the case of such items for which the actual quantities exceed the quantities shown in Annexure 'I' of the tender document by more than 10% (ten percent), the quantity in the excess of 10% (ten percent) will be paid at the estimated rate of the item on the date of invitation of tender plus or minus the overall percentage of accepted tender above or below, as the case may be, to the total cost of work as per Annexure 'I' at the estimated rates.

(b) Rates for altered or substituted items

If the rates for altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar type and class of works as are specified in the contract for the work. Such rates shall be determined by the Superintending Engineer.

(c) The rates for such items which cannot be determined as per clause (a) and (b) above, shall be worked out from rates of similar items in the Unified Schedule of Rates of the Irrigation Department in force on the date of invitation of tender after adding or subtracting the overall percentage of accepted tender above or below, as the case may be, to the total cost of work as per Annexure 'I' at the estimated rates. Such rates shall be determined by the Superintending Engineer.

Rates for such items which cannot be determined in the above manner shall be determined by the Superintending Engineer on the basis of prevailing market rates to include prime cost of material and labour charges (inclusive of hourly use rates for machinery and equipment as determined by the

department) plus 25% (twenty five percent.) extra to cover the sundries, overhead charges and profit etc. of the contractor.

In no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

4.3.14. No claim to any payment or compensation for alteration in or restriction of works. - If at any time after the execution of the contract documents the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not-require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder the contractor 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 so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, design and instructions which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge whose decision shall be final may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

4.3.15. Time Limit for unforeseen claims. - Under no circumstances, whatever, shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.

4.3.16. Actions and Compensations payable in case of bad work. -If at any time before the security deposit is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that

contracted for, or are otherwise not in accordance with contract it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the works specified in whole or in parts, as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable material 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 the written intimation aforesaid, 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 10 days during which the failure so continues 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 the materials or articles complained of as the case may be at the risk and expense in all respect of contractor. Should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept or made use of it shall be within his discretion to accept the same at such reduced rates and as he may fix therefore.

4.3.17.1. Contractor liable for damage done and for imperfection for twelve months after certificates.

- If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fences, enclosure, water pipe, cables, drains, electric or telephone posts or wires ,trees, grass, or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections became apparent in it within twelve months after a certificate final or otherwise 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 workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter may become due, to the contractor or from his security deposits or the proceeds of sale thereof or of a sufficient portion thereof.

4.3.17.2. The security deposit of the contractor shall not be refunded before the expiry of twelve months after issue of the certificate final or otherwise of completion of the work and in no case shall it be refunded before the settlement and payment of the final bill provided that if in the opinion of the Engineer-in-Charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six month of the Issue of said certificate of completion of the work under contract.

4.3.17.3. The contractor hereby also covenants that it shall be his responsibility to see that building(s) constructed under this contract does not leak during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete

terraced roof, after its (their) completion and if any defects are pointed out to him by the Engineer-in-Charge during the said period, the same shall be removed by him at his own expense or in default, the Engineer-in-Charge may get them removed and deduct the expenses there of from any sum that may be then due or may become due to the contractor or from the security deposit of contractor. An amount equal to 20% of the cost the roof shall notwithstanding anything contained. in this clause, be retained till the roof are tested during the first rainy season in respect of tile and sheet roofing and two consecutive rainy season in respect of lime-concrete or cement-concrete terraced. roof, as aforesaid and the defects are fully removed. If any amount still remains due on this account after making deductions as aforesaid, the same may be recovered from him as an arrear of land revenue.

- 4.3.18 **Works to be open for Inspections.-** All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all 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 work shall have been given to the contractor, 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.
- 4.3.19 **Notice to be given before work is covered.-** 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 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 subordinate-in-charge of the work, 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 contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 4.3.20. **Contractor to supply plant, ladders, scaffolding etc.-** The contractor shall supply at his own cost materials (except such materials, if any 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 as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out

works, and counting, weighing and assisting in the measurement or examinations 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 or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non-provisions of light, fencing, etc. The contractor shall also provide at his own cost, except when the contract specifically provided otherwise and except for payment due, under clause 4.3.13.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 of law that may be bought 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 be paid to compromise any claim by any such person.

4.3.21. Compensation under Section 12 sub-section (1) of the Workman's Compensation Act, 1923.- In every case in which by virtue of the provisions of Section 12, sub-section (i) of the workman's compensation Act, 1923 Government are obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Government under section 12, sub-section (2) of the said Act, Government 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 Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under section 12, sub-section (i) of the said act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

4.3.22. Labour. - No female labour shall be employed within the limits of a contonment.

4.3.23. Labour below the age of twelve years.- No labour below the age of twelve years shall be employed on the work.

4.3.24.1 Fair Wage. -The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation :-

- (a) "fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Irrigation Department for the division in which the work is done.
- (b) The contractor shall notwithstanding the provision of any contract to the contrary; cause to be paid a fair wage to labours indirectly engaged on the

work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

- (c) In respect of a labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, contractor shall comply with or cause to be complied with the labour Regulations then in force.
- (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

4.3.24.2. The contractor shall at his own expense provide or arrange for the provision of footwear for labourers doing cement missing work which the contractor has undertaken to execute under this contract to the satisfaction of the Engineer-in-Charge, and on his failure to do so, the Government shall provide the same to such labourers and recover the cost from the bill due to the contractor.

4.3.24.3. The contractor shall submit by the 4th and 19th of every month to the Engineer-in-Charge a true statement in respect of the second half of the preceding month and the first half of the current month, respectively showing :- (1) the number of labourers employed by him on the work; (2) their working hours; (3) the wages paid to them ; and (4) the accidents that occurred during the said fortnight stating the circumstances under which they occurred and the extent of damage and injury caused by them failing which the contractor shall be liable to pay to the Government a sum not exceeding Rs. 50 for each default or materially incorrect statement. The decision of the E.E. shall be final in deducting from any bill due to the contractor the amount levied as fine in this behalf.

4.3.24.4. In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Irrigation Department and its contractors.

4.3.25. **Work not to be sublet :-** The contract shall not be assigned or sublet without the written approval of the Divisional officer. And if the contractor shall assign or sublet his contract, or attempt. so to do, or become insolvent commence any insolvency proceedings or make any composition with his

creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of 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 Government 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 Divisional Officer may there upon by notice in writing record the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 4.3.3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto actually performed under the contract.

- 4.3.26. Sum payable by way of compensation to be considered as reasonable 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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

- 4.3.27. **Changes in the 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.

- 4.3.28. Works to be under the directions of Executive Engineer/Superintending Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer/ Superintending Engineer of the Division/Circle 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 out.

- 4.3.29.1 Except as otherwise specified in the contract for contracts up to Rs. 50.00 lakhs, the decision of the Superintending Engineer of the circle for the time being in respect of all questions and disputes relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work of execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final provided that the Superintending Engineer before given the decision in the matter gives an opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Superintending Engineer in respect of any matter, he may within 28 days after receiving notice of such decision, give notice in writing to the Superintending Engineer requiring that furnishing detailed particulars of the dispute or difference and specifying clearly the point at issue. If any party fails to give

such notice within the period of 28 days as stipulated above the decision of the Superintending Engineer already given shall be conclusive, final and binding on the parties.

In case an arbitration is to be held it shall be effected by an arbitrator to be appointed by the state Government whose decision shall be conclusive final, and binding on all the parties.

If the work under the contract has not been completed when a dispute is referred to arbitration, work shall continue during the arbitration proceeding if it is reasonably possible and no payment due to contractor should be withheld on account of arbitration proceeding unless it is required by the arbitrator.

4.3.29.2 Except as otherwise specified in the contract for contracts up to Rs. 50.00 lakhs, the decision of the Superintending Engineer of the circle for the time being in respect of all questions and disputes relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work of execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be final provided that the Superintending Engineer before given the decision in the matter gives an opportunity of being heard to the parties to the contract.

If any party to the contract is dissatisfied with the final decision of the Superintending Engineer in respect of any matter, he may within 28 days after receiving notice of such decision, give notice in writing to the Superintending Engineer requiring that furnishing detailed particulars of the dispute or difference and specifying clearly the point at issue. If any party fails to give such notice within the period of 28 days as stipulated above the decision of the Superintending Engineer already given shall be conclusive, final and binding on the parties.

In case an arbitration is to be held it shall be affected by an arbitrator to be appointed by the state Government, out of a panel of three names suggested by the State Government to the contractor, who shall give his concurrence within a period of one month from the date of communication. In case the contractor does not communicate his concurrence, the State Government shall appoint an arbitrator whose decision shall be conclusive final, and binding on all the parties.

If the work under the contract has not been completed when a dispute is referred to arbitration, work shall continue during the arbitration proceeding if it is reasonably possible and no payment due to contractor should be withheld on account of arbitration proceeding unless it is required by the arbitrator.

4.3.30. Lump sums in estimates:

When the estimates on which the tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment, in respect of the items of work involved or the part of 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 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 pay sum or sums payable to him under the provisions of this clause

4.3.31. Action where no specification.

In the case of any class of work for which there is no such specification as is mentioned in rule vide clause 4.1.1. such work shall be carried out in accordance with specification approved by Superintending Engineer/Chief Engineer for application to works in the district, and in the event of there being no such specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

4.3.32. Definition of work:

The expression "Works" or "Work" where used in these conditions shall, unless there be something either in subject or context repugnant to such construction, be construed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

4.3.33. Claim for quantities entered in the tender or estimate

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

4.3.34.Claim for compensation for delay in starting the work:

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or, in the case of clearance works, on account of any delay in according sanction to estimate.

4.3.35. Employment of scarcity labour :

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

4.3.36.1. Refund of quarry fees:

All quarry fees, octroi duties and ground rent for stacking material, if any should be paid by the contractor, who will however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-Charge that the materials were required for use on Government work.

4.3.36.2. The royalty charges for extracting the minor mineral for govt. work will be paid by the contractor to the collector as per rules but the amount so recovered shall be refunded by the collector according to the procedure prescribed on production of a certificate from the E.E. to the effect that the minor mineral extracted by the contractor have been utilized on Government work.

4.3.37. Penalty for breach of contract :

On the breach of any terms or conditions of this contract by the contractor, the said Governor shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due to or which may become due to the contractor by Government or otherwise howsoever.

4.3.38.1. Recovery of dues from the contractor:

Whenever any claim, against the contractor for the payment of a sum or money arise out of or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government promissory note, etc., forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable from the contractor then it shall be recovered from him as an arrear of land revenue.

4.3.38.2. Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracts, etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause 4.3.38.1. of this clause and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payments shall be duly paid by Government to the contractor :

Provided that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other, under any term of the contract permitting payment for work after assessment by the S.E. or the E.E.

4.39.1. Notice to the contractor to start work :

"Your contract for thehas been accepted by S.E./C.E./ Government on behalf of the Governor of the M.P. on theday of and you are hereby ordered to commence the work".

4.39.2. "The notice to the contractor(s) to start work form the day ofwas issued vide this office memo No. dated"

4.40. **COMPLETION CERTIFICATE.** - In pursuance of clause 4.3.6. of the agreement in form-B, dated thebetween the contractor, and the Governor of M.P. it is hereby certified that the contractor has duly completed the execution of the work undertaken by him thereunder, on the.....day of19.....

Signature of Executive Engineer
Irrigation Division.

APPENDIX 2.15
(See paragraph 2.091)

GOVERNMENT OF MADHYA PRADESH
.....DEPATRMENT

FORM-C
.....Circle/Division/Sub-Division

Tender and contract for supply of materials
General Rules and Directions for the
Guidance of Contractors

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub-Divisional Officer /Divisional Officer.

The form will state the supplies to be made, as well as 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 percentages, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted copies of the specifications, and any other documents required in connection with the work, signed for the purpose of identification by the Sub-Divisional Officer / Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/Divisional Officer 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 absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.

3. Any person who submits a tender shall fill up the usual printed forms, stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration 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 contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.

4. The Sub-Divisional Officer / Divisional Officer or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that tenders are opened.

5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

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

Tender for the Supply of Materials

I/We here by tender for the supply for Governor of Madhya Pradesh of the materials, described in the undermentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the condition hereunto annexed.

MEMORANDUM

Earnest money Rs.Security Deposit
(including earnest money) Rs. percentage* if any, to be
deducted from bills, Rs.
(in words)percent.

Description of specification of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered at each place	Dates by which delivery at all places must be completed	Rates at which articles are to be supplied inclusive of every demand	Unit	Total cost of each article inclusive of every demand	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Should this Tender be accepted, I/We here by agree to abide by and fulfill all the terms of the above specification and all the conditions of Contract annexed hereto, or in default thereof, to forfeit and pay to the Governor of Madhya Pradesh or his successors the penalties or sums or money mentioned in the said conditions.

*This percentages, where no security deposit is taken will vary from 5 per cent to 10 per cent according to the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract.

The sum of Rs.....in currency notes is herewith, forwarded as earnest money the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or

remedies of the said Governor or his successors in office should I/We fail to commence supply of the materials specified in above memorandum or ~~**(a)~~ should I/We not deposit the full amount of security in accordance with clause 1(A) of the conditions of contract, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid; or (b) ~~***~~ the full value of which shall be retained by Government on account of the security deposit in clause 1(B) of the said conditions of contract.

.....	
Signature of witness to	Signature
Signature of tenderer	
Address	Address.....
.....	
.....	
Dated the	Dated the.....

The above tender is hereby accepted by me on behalf of the Governor of MADHYA PRADESH.

.....
Signature of the Officer by whom the tender is accepted.
Dated the.....19.....

** Strike out if no cash security is to be taken
*** Strike out if any cash security deposit is taken.

Condition of Contract

1. The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) shall ~~**(A)~~ (within one day for a contract of Rs.1,000 or less, two days for one of Rs. 2,000 or less, and so on, upto a limit, of ten days of receipt by him of the notification of the acceptance of his tender) deposit with the Sub-Divisional Officer/Divisional Officer in cash or Government securities endorsed to S.D.O./E.E. (if deposited for more than 12 months) a sum sufficient with the amount of earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or ~~**(B)~~ permit Government at the time of making any payment to him for work done under the contract to deduct such sums as will (with the earnest money deposited by him) amount to ~~***~~per cent of all moneys so payable, such deductions to be held by Government by way of security deposit) provided always that in the event of contractor 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

** Strike out (A) or (B) as the case may be.
*** This will be the same percentage as that in the tender.

**** The amount of this percentage (not exceeding 10 per cent) will be fixed in every case to suit requirements, e. g. it is fixed at 8 per cent and the security deposit only amounts to 5 per cent of the estimated cost of the work, then 3 per cent should be deducted from every payment. If the percentage is fixed at 10 per cent and the security deposit only amounts to 6 per cent, then 4 per cent should be deducted and so on.

total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by the Government on any account, whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may, at the cost of the depositor, be converted into interest- bearing securities provided that the depositor has expressly desired this in writing.

2. The time allowed for the supply of materials 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 supply of materials is given to the contractor. The supply of materials shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of contract on the part of the contractor) and the contractor shall pay as liquidated damages an amount equal to one percent or such smaller amount as the Sub-Divisional Officer/Divisional Officer may decide on the amount of estimated cost of the whole of the materials as shown in the tender for every day that the supply remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the supply of materials, the contractor shall be bound, in all cases in which the time allowed for any supply of materials exceeds one month, to complete one fourth of the whole of the supply before one fourth of the whole time allowed under the contract has elapsed; one half of the supply before one half of such time has elapsed; and three fourth of the supply before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, shall be liable to pay as liquidated damages, an amount equal to one per cent or such smaller amount as the Sub-Divisional Officer/Divisional Officer may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete. Provided always that the entire amount of liquidated damages to be paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of the supply of materials as shown in the tender.

3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Divisional Officer shall have power either to final the contract altogether, or to have the supply completed without further

notice at the contractor's risk and expense, as he may deem best suited to the interests of Government and the contractor shall have no claim to compensation for any loss that he may incur in any way.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Sub-Divisional Officer /Divisional Officer, who shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension for a period not exceeding three months. Any further extension shall be subject to the prior sanction of the Superintending Engineer.

5. The contractor shall give notice to the Sub-Divisional Officer/Divisional Officer(hereinafter called the Engineer-in-Charge) of his intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his assistant, and no material will be considered as delivered until so approved.

6. The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitution for, the supply of the materials as specified in the tender, which may appear to him to be necessary during the progress of the supply and the contractor shall be bound to carry out the supply in accordance with such instruction as may be given to him in writing signed by Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any additional, altered or substituted supply which the contractor may be directed to make as herein before provided as part of the supply under this contract shall be carried out by the contractor on the same condition in all respects as are herein contained and at the same rates as are specified in the tender. The time for the completion of the supply shall be extended in the proportion, that the altered, additional or substituted supply bears to the original supply contracted for and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted supply includes any class of supply, for which no rate is specified in this contract, then such class of supply shall be carried out at the rates entered in the schedule of rates of thedistrict which was in force at time of the acceptance of the contract; provided that when the tender for the original supply is a percentage below/above the schedule of rates, the altered additional or substituted supply required as aforesaid shall be chargeable at the schedule of rate minus/plus the same percentage deduction/addition; and if such class of supply is not entered in the said schedule of rates, then the contractor shall, within seven days of the date of his receipt of the order to carry out the supply inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of supply, 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 supply and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply carried out or expenditure incurred by him prior to the date of determination of the rate 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 S.E. of the circle shall be final.

7. If at any time after the execution of the contract documents, the Engineer-in-Charge shall, for any reason whatsoever, require the whole or any part of the supply as specified in the tender, to be stopped for any period or shall not require the whole or part of the supply to be carried out, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the supply totally/partially as the case may be. In any such case, except as provided hereunder, the contractor 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 supply in full, but which he did not so derive in consequence of the full supply not having been allowed to be carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in original specification, location of work, quantities, and instructions which may involve any curtailment of the supply as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and / or shall be compensated for the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffer any loss on account of his having to pay labour charges during the period during which the stoppage of supply has been ordered under this clause the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-Charge, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the supply has been ordered as aforesaid.

8. On the completion of the delivery of the materials the contractor shall be furnished with a certificate, to that effect by the Engineer-in-Charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, stacked or placed in such position as may be pointed out to him.

9. Payment will ordinarily be made once a month to the extent of nine tenths of the quantity delivered each month. But all such payment made shall be considered as payment on account to be covered by the final bill for the complete supply.

10. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-Charge.

11. In the event of the materials being considered by the Engineer-in-Charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith, remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-Charge, that officer may have such rejected materials removed at the contractor's risk

and expense, the expense incurred being liable to be deducted from any sum due or which may become due to the contractor .

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

13. If the contractor or his work people , or servants shall break , deface injure or destroy any part of a building in which they may be working or any building , road, road curbs , fence, enclosure , water pipes , cables, drains , electric or telephone posts or wires , trees, grass or grass land or cultivated ground , 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 workmen, and deduct the expense, (of which certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

14. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.

15. In every case in which by virtue of the provisions of Section 12, sub-section (1) of the workmen's Compensation Act, 1923, Government are obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice of the rights of Government under Section 12, Sub-section (2) of the said Act, Government 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 Government to the contractor whether under this contractor or otherwise . Government shall not be bound to contest any claim made against them under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving Government full security for all costs for which Government might become liable in consequence of contesting such claim.

16. The contractor, shall supply at his own expense all tools, plant and implements required for the due fulfillments of his contract, and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Engineer-in-Charge.

17. No materials shall be brought to site or delivered on Sunday without the written permission of the Engineer-in-Charge.

18. The contract shall not be sublet without the written permission of the Divisional Officer. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for

any loss that may accrue from the materials he may have collected or engagements entered into.

19. The decision of the Superintending Engineer for the time being shall be final, conclusive and binding on all parties to the contract upon all question relating to the meaning of specification and instructions herein before mentioned and as to quality of materials or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to, the contract, specification, instructions, orders or these conditions or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or abandonment thereof.

20. On the breach of any term or condition of this contract by the contractor, the said Governor shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time be remaining and, to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

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

22. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from Engineer-in-Charge that the materials were required for use on Government work.

23. The contractor shall not pay wages less than fair wages to labourers engaged by him on the work.

Explanation.- (a) "Fair wage" means wage whether for time or piece work notified at the time of inviting tender for the work and where such wages have not been so notified, the wages prescribed

by the works department for the division the division in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract, to the contrary, cause to be paid a fair to labourers directly or indirectly engaged on the work, including any labour engaged by his Sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the labour Act in force.

(d) The Executive Engineer /Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-

fulfillment of conditions of the contract for the benefit of the worker / workers, non-payments of wages or of deductions made from his or their wages , which are not justified by their terms of the contract or non-observance of the regulations.

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

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

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

APPENDIX 2.16

(See paragraph 2.091)

GOVERNMENT OF MADHYA PRADESH

.....DEPARTMENT

.....Division/Sub Division

FORM-D

Tender and the contract for Piece Work General Rules and Directions for the Guidance of Contractors

1. All work proposed for execution by contract will be notified in form of invitation to tender posted in public places and signed by Executive Engineer/Sub-Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, also the amount of earnest money*, if any, to be deposited with the tender and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer / Sub-Divisional Officer shall also be open for inspection by the contractors at the office of the Executive Engineer/ Sub-Divisional Officer during office hours.

* It will be discretionary with the officers inviting tenders to call for earnest money in case of piece-work tender.

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 authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.

3. Any person who submits a tender shall fill up the usual printed form stating at what rates he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, 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 works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.

4. The Executive Engineer / Sub-Divisional Officer or his duly authorized 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 a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.

5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer / Sub-Divisional Officer, and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer/ Sub-Divisional Officer or any other person duly authorized by him.

7. The schedule of work tendered for, and the materials to be supplied by the Works Department, if any, and their issue rates, shall be filled in and completed in the office of the Executive Engineer/ Sub-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 Piece Work

I/ We do hereby tender to execute, for the Governor of MADHYA PRADESH, the under mentioned description of work on piece work basis, and in accordance in all respects, with the specifications, designs, drawings, and instruction in writing referred to in rule 1 hereof and the conditions annexed hereto, in consideration of payment being made for the quantity of work executed at the rates specified in the following schedule .

MEMORANDUM

- (a) General description ;
- (b) Earnest money –Rs ;
- (c) Percentage , if any to be deducted from bills-
(Rupees..... percent).

SCHEDULE

Name of Work	No. of Item	Class and description of work to be executed	Unit of calculation	Rates of payment
1	2	3	4	5

Note.– Piece-work is that which involves the payment for work done at a stipulated rate only , without reference to a total quantity or time.

Should this tender be accepted, I /we agree to abide by and fulfill all the terms and conditions of contract annexed hereto so far as applicable, or in default thereof to

forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions, without prejudice to any other right of the Governor of Madhya Pradesh.

The sum of..... is here with forwarded in currency notes **as earnest money (s) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office , should I /we fail to commence the work specified in the above schedule.

Witness.....
Address.....
Signature

Tenderer's Signature,
Address.....

**Give particulars and numbers.

The above tender is hereby accepted by me, on behalf of the Governor of Madhya Pradesh Dated.....day of19.....

.....

Signature of the Officer.

CONDITIONS

1. Interpretation Clause :-

“The Governor” means the Governor of Madhya Pradesh “The Executive Engineer” means the Executive Engineer of the Division concerned.

“The Sub-Divisional Officer” means the Sub-Divisional Officer of the Sub-Division concerned.

Words importing the singular number only, include the plural number and vice versa.

2. The work is to be carried on with due diligence, and all work executed is to be done in a workmanlike manner. The material used, when supplied by the party tendering, to be of the best of the several kinds procurable , and in all cases is to be subject to the approval of the Executive Engineer / Sub-Divisional Officer, for the time being, whose decision as to the rate of progress and the quality of work or materials shall be final .

3. The quantity of work executed shall be measured and payments made usually once a month, and on the completion of the work, or the termination of the agreement, final measurements will be made, and the account adjusted accordingly.

4. The party tendering shall permit Government at the time of making any payment to him/them for work done in pursuance of acceptance of the tender to

deduct..... Per cent, from all money so payable and to hold such moneys so security for the due performance by him /them of the work hereby tendered for. It is also hereby agreed that any sums of money payable by the party tendering to Government in connection with this work may be realized from the amount deducted as aforesaid or any sums which may be due or may become due to him/them by Government on any account whatsoever.

5. The Executive Engineer /Sub-Divisional Officer may put an end to this agreement at his option at any time and in the case of bad work or material, the Executive Engineer / Sub-Divisional Officer may remove the same and have it replaced deducting the value of the work rejected or materials removed, or the cost of replacing the same as he may think proper, from any amount due, or that may become due, to the party making this tender .

6. If the contractor (s) or his work-people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fences, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass 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 imperfection become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise 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 workmen, and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter, may become due, to the contractor, or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

7. The Executive Engineer/Sub-Divisional Officer shall supply the materials as shown in the attached schedule but does not undertake to take back from the party tendering either before or after the completion of the work, or the termination of this agreement, surplus materials which were originally procured by the party tendering or were issued to him/them by Government. The Executive Engineer/Sub-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 or materials supplied by Government, the price shall not exceed that originally charged by Government. The party (ies) tendering is/are not to remove from the site of works materials supplied to him/them for use on the works without the previous sanction obtained in writing of the Executive Engineer/Sub-Divisional Officer.

8. No labourers below the age of twelve years shall be employed on the work.

9. The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation:-

- (a) "Fair wage" means wage whether for time or piece-work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the W.D. for the division in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by the his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him
 - (c) In respect of all labour directly or indirectly employed on the works for the performance contractor's part of the contractor shall comply with or cause to be complied with the Labour Act in force.
 - (d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non- payment of wages or of deduction made from his or their wages, which are not justified his or their terms of the contract or non-observance of the regulations.
 - (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
 - (f) The regulations, aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
10. Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except, where the contractor are described in their tender as a firm, in which case the receipt 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.
11. In every case in which by virtue of the provisions of section 12, sub-section(1) of the Workmen's Compensation Act, 1923 Government are obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of Government under section 12, sub-section(2), of the said Act, Government 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 Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under section 12, sub-section(1), of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.
12. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.
13. The security deposit shall not be returned to the contractor(s) until a period of three months shall have elapsed after payment of the final bill for the work but a portion thereof may be refunded at the discretion on the Executive Engineer/Sub-Divisional Officer if he is satisfied that the portion retained will cover any claim that may be outstanding against the contractor(s).

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

15. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or, in the case of clearance works, on account of any delay in according sanction to the estimates.

16. If Government declare a state of scarcity or famine to exist in any village situated within 16 K.M. of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay such persons wages not below the minimum which Government may have fixed in this behalf.

Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

17. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-Charge that the materials were required for use of government work.

18. On the breach of any term or conditions of this contract by the contractor the said Governor shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

.....

signature of the contractor(s)

.....

Signature of the Executive
Engineer/Sub-Divisional Officer.

NOTICE TO THE CONTRACTOR TO START WORK

"Your contract for thehas been accepted by me/S.E./C.E./Government on behalf of the Governor of the M.P. on the.....day of19.....and you are hereby ordered to commence the work."

.....
Signature of E.E./S.D.O

The notice to the contractor(s) to start work from theday of19.....was issued, vide this office memo No..... Dated the.....

Schedule showing (Approximately) materials to be supplied from the works department stores for work contracted to be executed and the rates at which they are to be charged for:

Particulars	Rates at Which the materials will Charged to the contractor(s).	Place of delivery.
1	2	3
	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 the submission of the tender.

.....
Signature of Contractor(s)

.....
Signature of the Executive
Engineer/Sun-Divisional Officer.

APPENDIX 2.17
(See paragraph 2.091)

FORM E

Tender for the Supply of Bazar Articles by Local Merchants

I/We.....hereby tender for the supply to the Governor of M.P.(here in after called the Governor)of the articles and materials mentioned in the schedule attached to this tender form.

1. I/We undertake to deliver such number or quantity of articles and materials as I/We may be called upon to supply from time to time under the conditions hereto annexed [(A) at the unit rates inclusive of carriage charges I/We have noted against each article or class of material in the Schedule].[(B) at percent less/more than the rates specified against each article or class of materials in the Schedule inclusive of carriage charges] during the period commencing on the.....and ending on theFor the Purpose of my/our quotation of rates the place of delivery shall be deemed to be Sub-divisional Officer/Divisional Officer.....Sub-division / Division.

2. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms of this tender and all of the conditions of contract annexed here to or in default thereof, to forfeit and pay to the said Governor or his successors, the penalties or sums of money mentioned in the said conditions.

3. The sum of Rs.(Rupees.....) only, in cash in herewith forwarded as earnest money which shall be retained by the Governor on account of the security deposit specified in clause I of the said conditions of contract should this tender be accepted.

Dated.....19.....

Witness

Tenderer's Signature

Address

Address.....

This tender is hereby accepted by me on behalf of the Governor of the Madhya Pradesh.

Dated19.....

Signature of the Officer

(Schedule above referred to)

Sl. No	Name and Description Of articles and materials.	Unit	Rate	In words	Remarks

Condition of contract

1. The earnest money deposited by the person whose tender is accepted shall be treated as a security deposit.
2. Any compensation or other sums payable by the contractor to the Governor under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the Governor on any account whatsoever.
3. In the event of his security deposit being reduced by reason of any such deduction, the contractor, shall within ten days of the receipt of intimation of such reduction, deposit with the S.D.O./E.E. in cash the amount by which the security deposit has thus been temporarily reduced, failing which, the contractor shall forfeit the balance of his security deposit and the contract shall be terminated under clause 13.
4. Orders for articles or materials named in the Schedule attached to the tender and forming part of this contract shall be made on indents (prepared in P.W.A Form 7) signed by the S.D.O. or E.E. and presented to the contractor subject to the provisions of clause 5. The contractor shall deliver the articles or materials at the place or places and within the time on or before the dates mentioned in the indents and if the contractor refuses or fails to do so, the S.D.O. or E.E. may purchase in the open market any articles or materials ordered but not so supplied and recover from him or from his security deposit the difference between the actual cost of purchase and the amount that would have been payable for the articles or materials under this contract. If the S.D.O. or E.E. purchases the articles or materials in the open market at cheaper rates, the contractor shall have no claim for payment of the difference in cost.
5. Should the distance from the source of supply to the place at which delivery is thus required be greater than to the Sub-Divisional /Divisional Office, the contractor shall be entitled to receive payment for the extra cost of transport as estimated by the Officer who signed the indent (hereinafter called the Engineer-in-Charge) as per sanctioned schedule of rates for carting materials, current at the time of acceptance of the tender with the percentage additions or deductions according to the tender.
6. If the contractor shall be hindered in the supply of any articles or materials so as to necessitate an extension of the time allowed in the indent, he shall apply in writing to the Engineer-in-Charge who shall grant it in writing if reasonable grounds be shown for it, and without such written authority, the contractor shall not claim exemption from any recovery which may be made under clause 4.
7. The contractor shall give notice to the Engineer-in-Charge, of time and place at which he intends to make delivery of articles or materials. On the articles or materials being received and approved, a receipt in P.W.A. Form 7 (invoice) shall be granted to him by the Engineer-in-Charge and no article or material shall be considered as delivered until it has been so approved and a receipt granted. The delivery shall not be considered as complete until the contractor shall have removed all rejected articles and material and have supplied and delivered the full quantity of approved articles or materials ordered in the indent.

8. In the event of the quality of any articles or material being considered by the Engineer-in-Charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that officer may have such rejected articles or materials removed at the contractor's risk and expense, the expense incurred being liable to be deducted from the security deposit or from any sum due, due or which may become due, to the contractor. No responsibility shall attach to the Engineer-in-Charge for the safe custody of the articles or materials supplied in excess, disapproved or not so removed.

9. The Engineer-in-Charge shall indent on the contractor for all articles or materials of the types mentioned in the Schedule which may be required by him for purposes of public works during the period of currency of the contract, except that when the value of any particular quantity of any kind of article or material to be obtained at one time exceeds Rs. 200 (two hundred) he may at his discretion obtain such quantity of such material from any other person on the basis of rate and quality as fixed for the suppliers if the purchase is made through a non-supplier.

10. The contractor shall not be bound to supply any articles or materials of types not included in the schedule. If any such are indented for by the Engineer-in-Charge and the contractor desires to supply them he shall intimate to the Engineer-in-Charge the rate at which he proposes to make the supply and shall, before making the supply, obtain his acceptance of the rate in writing. Thereafter these conditions will apply as if the articles or materials have been supplied under the contract.

11. The contractor shall submit his bill monthly, by the 15th of the month following the calendar month to which the transactions relate and shall support it by the invoices which have been granted under clause 7 of these conditions. The Engineer-in-Charge shall have the power to deduct as fine for late presentation a sum not exceeding 5 per cent of the amount of any bill not presented by due date. Any invoice which is over two month's old on presentation shall, except with the express sanction of the E.E., be deemed to have lapsed and in the absence of such sanction no payment shall be made for the articles or materials mentioned in such invoice.

12. This contract shall not be assigned without the written permission of the E.E.

13. On the breach of any term or condition of this contract by the contractor, Governor shall be entitled to terminate the contract and to forfeit the security deposit or the balance thereof that may at that time be remaining, and to retain the same as damages and compensation for the said breach, but without prejudice to the right of the Governor to recover any further sums as damage from any sums due or which may become due to the contractor by the Governor or otherwise whosoever. Further in the event of termination of the contract the contractor shall have no claim for any compensation for loss in respect of any articles or materials collected or engagements entered into by him.

14. The decision of the S.E. of the W.D. Circle in which this contract is made shall be final, conclusive and binding on the parties to the contract upon all questions relating to the meaning of anything contained in the conditions hereinbefore mentioned and as to the quality of the articles or materials, or as to any other question, claim, right, matter

or thing whatsoever in any way arising out of or relating to, the contract, orders or these conditions, or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or termination thereof.

If there is any difference between in amount the words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

APPENDIX 2.18

(See Paragraph 2.091)

TENDER FOR A LUMP SUM CONTRACT

I/We do hereby tender to execute the whole of the work described in the drawing Nos..... and according to the annexed specification as signed by and dated..... for the sum of *Rs.....and should this tender be accepted I/We do hereby agree and bind myself/ourselves to abide by and fulfill all the conditions annexed to the said specification or in default thereof to forfeit and pay to the Governor of M.P. the penalties of sums of money mentioned in the said conditions, viz.

Dated..... Tenderer's Signature.....

Address.....

Witness.....

Address

The above tender is hereby accepted by me on behalf of the Governor of the Madhya Pradesh..

The.....19..... "Signature of Authority
by whom the tender is accepted."

*To be expressed in words and figure.

SECURITIES

Name	Address	Occupation or profession	Remarks

CONDITIONS OF CONTRACT

1. The person(s) whose tender may be accepted [hereinafter called the contractor(s)] shall within ten days of the receipt by him/them of the notification of the acceptance of his/their tender deposit with the E.E a sum equal to..... Percent, of the sum specified in the tender either in cash orendorsed to the Executive Engineer. All damages to be borne, or other sums of money payable by the contractor(s) to the Governor of M.P. under the terms of this contract may be deducted from or paid by the sale of 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 the Governor of the M.P. on any account whatsoever. In the event of his/their security deposit being reduced by the reason of any deduction or sale as aforesaid or by reason forfeited under clause13, the contractor(s) shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may be necessary to make the amount of deposit equal to..... percent, of the sum specified in the tender.

The contractor(s) is/are to provide everything of every sort and kind (with the exception 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 according to the true intent and meaning of the drawings and specification taken together, which are to be signed by E.E.....Division (hereinafter called the E.E.) and the contractor(s) whether the same may not or may not be particularly in the specification or shown on the drawings; provided that the same are reasonably and obviously to be inferred therefrom and in case of any discrepancy between the drawing and the specification the E.E. is to decide which shall be followed.

2. The contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the E.E. and during the progress of the works to amend on the requisition of the E.E. 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 contractors is/are to leave to works in all respects clean and perfect at the completion there of.

2. (A) In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material used therein to any officer of the Director of Inspection of the Ministry of works, Production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Director of Inspection. All inspection charges will be payable by the contractor. (This clause may be struck-off, if the tender is not for bridge work).

3. Complete copies of the drawings and specification signed by the E.E. are to be furnished by him to the contractor(s) for his/their own use, and the same or copies thereof are to be kept on buildings in charge of the contractor's (s') agent who is be

constantly kept on the ground by the contractors (s) and to whom the instructions can be given by the E.E. The contractor(s) is/are not to sublet the works or any part thereof without the consent in writing of the E.E.

4. The E.E. is to have at all times access to the works which are to be entirely under his control. He may require the contractor(s) to dismiss any person in the contractor's (s') employ upon the works who may be incompetent or misconduct himself and the contractor (s) is/are forthwith to comply with such requirements. .

5. The contractor(s) is/are not to vary or deviate from the drawings or specification or execute any extra work of any kind whatsoever unless upon the authority of E.E. to be sufficiently shown by any order in writing 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. In cases of daily labour all vouchers for the same are to be delivered to the E.E. or the officer –in-charge at least during the week following that in which the work may have been done and only such day work is to be allowed for as such as may have been authorized by the E.E. to be so done unless the work cannot from its character be properly measured and valued. The drawings in respect of which this contract is drawn up provide for a minimum depth of foundations for good soil. Any extra depth will be measured as an extra when the foundation trenches have been opened up and will be paid for in addition to the sum contracted for the completed work.

6. Any authority given by the E.E. for any alterations or additions in or to works is not to vitiate the contract but all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the E.E. and added to or deducted from the amount of the contract, as the case may be, at rates in force in the Department. In such cases in which rates do not exist, the Superintending Engineer will fix the rates to be paid.

7. All work and materials brought and left upon the ground by the contractor(s) or his/their orders for the purpose of forming part of the work are to be considered to be the property of the Governor of M.P. and the same are not to be removed or taken away by the contractor(s) or any other person without the special licence and consent in writing of the E.E. but the Governor of the M.P. is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise .

8. The E.E. has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default the E.E. is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The E.E. is also to have full power to require other proper materials to be substituted and in case of default the E.E. may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor(s).

9. If in the opinion of the E.E. any of the works, are executed with improper materials or defective workmanship, the contractor (s) is/are when required by the E.E. forthwith 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 week the

E.E. is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

10. 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 E.E. to be amended and made good by the contractor(s) at his /their own cost unless the E.E. shall decide that he /they ought to be paid for the same and in case of default the Governor of M.P. may recover from the contractor(s) the cost of making good the works.

11. From the commencement of the works to the completion of the same, they are to be under the contractor's(s') 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 they are to hold the Governor of M.P. harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor (s) or of any one in his /their employ during the execution of the works.

12. The E.E. is to have full power to send workmen upon the premises to execute fitting 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.

13. The works comprised in this tender are to be commenced immediately upon receipt of the order of commencement given in writing by the E.E. when possession of the site can be had. The whole work, including all such additions and variations as aforesaid (but excluding such , if any, as may have been postponed by an order from the E.E.) shall be completed in every respect within..... months from the date of issue of the aforesaid order and if from any cause whatever other than willful obstruction or default on the part of the E.E. or his staff and except as hereinafter provided the whole of such work shall not be finished to the satisfaction of the E.E. within the said period, the contractor (s) shall forfeit to the Governor of M.P. from his/their security deposit by way of ascertained and liquidated damages for each default and not by way of penalty the sum of Rs*..... per day for every complete day of such default , provided that the entire amount of damages to be forfeited under the provisions of this clause shall not exceed ten per cent, on the estimated value of the whole work as shown in the tender.

Provided nevertheless that if the contractor(s) shall be of the opinion 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 any inclement weather or causes not under the control of the contractor(s) in consequence or orders to that effect from the E.E. which himself which orders the E.E. is the hereby empowered to give them in any or either of such cases it shall be competent for the E.E. by an order in writing to extend the aforesaid period for final completion by such period or periods

* The sum will vary according to the requirements of the case but shall in on case exceed half per cent. of the value of the contract.

as he shall deem reasonable and the contractor (s) is/are to complete the works 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 E.E. 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 E.E. shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time the aforesaid provisions with amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time. Provided that the contractor (s) shall not be entitled to any extension of time in respect of the extra work involved in the extra depth of foundation mentioned clause 5.

14. If the contractor (s) shall become bankrupt or compound with or make any assignment for the benefit of his /their creditors or shall suspend or delay the performance of his/their part or the contract (except on account of cause mentioned in clause 13 or in consequence of not having proper instructions for which the contractor(s) shall have duly applied), the E.E. may give to the contractor(s) or his/their assignee or trustee, as the case may be, notice requiring the work to be proceeded with and in case of default on the part of the contractor (s) or his their assignee or trustee for a period of seven days, it shall be lawful for the E.E. to enter upon and take possession of the works and employ any other person or persons to carry on and complete the same and to authorize him or them to use the plant materials and property of contractor(s) upon the works and the costs and the charges incurred in any way in carrying on and completing the said works are to be paid to the E.E. by the contractor(s) shall be final authority to determine the amount spent to complete the unfinished work . The certificate of E.E. as to the value of the balance work done shall be final and conclusive against the contractor.

15. The contractor(s) shall be paid on the completion of each calendar month commencing from thea sum of 90% of the total value of work done(.....) since the last payment according to the certificate of the E.E. When the works shall be completed, the contractor (s) is/are to be entitled to receive one monty/moiety of the amount remaining due according to the best estimate of the same that can be made the contractor (s) is /are to be entitled to receive the balance of all moneys due or payable to him/them under or by virtue of the contract within six months from the completion of the works . 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 10 whether or not the same be notified by the E.E. at the time or subsequently to the granting of any such certificate.

16. A certificate of the E.E. or an award of the referee hereinafter referred to, as the case may be showing the final balance due or payable to he contractor(s) is to be conclusive evidence of the works having been duly completed 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 provision of clause 10.

17. Provided always that in case any question dispute or difference shall arise between the E.E. and the contractor(s) as to what additions, if any, ought in fairness to be made to the amount of the contract by reason of the works being delayed through no fault of the contractor(s) or by reason or on account of any directions or requisitions of the E.E. involving increased cost to the contractor(s) beyond the cost properly attending the carrying out of the contract according to the true intent and meaning of the signed drawings and specification, or as to the works having been duly completed or as to the construction of these presents or as to any other matter or thing arising under or out of this contract, except as to matters left during the progress of the works to the sole decision or requisition of the E.E. under clauses Nos. 1,4,8 and 9, or in case the contractor(s) shall be dissatisfied with any certificate of the E.E. under clause 6 or under the provision in clause 13 or in case he shall with-hold or not give any certificate to which he/they may be entitled, or as to the right of the contractor(s) to receive any compensation or as to the amount of such compensation payable to him/them under clause 18, then such question, dispute or difference or such certificate or the value or matter which should be certified, as the case may be, is to be from time to time submitted to the arbitration of a tribunal composed of one arbitrator nominated by the contractor(s) and one arbitrator nominated by the E.E./S.E. In the event of a disagreement between the arbitrators on any matter or matters, such matter or matters shall be referred to an umpire to be nominated by M.P., and the award of such arbitrators or the umpire is to be final and where necessary to be equivalent to a certificate of the E.E. and the contractor (s) is/are to be paid accordingly.

18. If at any time before or after the commencement of the work, Governor of the M.P. shall, for any reason whatsoever,-

- a. cause alterations, omissions or variation in the drawings and specification involving any curtailment of the works as originally contemplated ;or
- b. not required the whole of work as specification in the tender to be carried out, the contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reason of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out.

But the contractor(s) shall be entitled to compensation for any loss sustained by him /them by reason of his /their having purchased or procured any materials or entered in to any engagements or made any advances to labour or taken any other preliminary or incidental measures on account of or with view a the execution of the works or the performance of the contract.

Dated..... 19.....

Signature of Contractor.

Dated.....19.....

E.E.Division

APPENDIX 2.19

(See paragraph 2.091)

Specifications and Instructions

All materials shall comply with the specification laid down in the Maharashtra. P.W.D., Specification I.S. Code & I.R.C. specification for Roads. It shall be collected, stacked and measured as provided in those specifications. Particular attention is drawn to the following :-

1. The contractor shall be responsible that the rules regarding quarrying, blasting, etc; contained in the M.P., W.D. Manual and Specification, are observed.
2. Except with the written permission of the S.D.O./E.E. materials shall be collected from the specified quarries only. If in any KM, material is found, which is proved to the satisfaction of the S.D.O./E.E., to have been brought from any other quarry, the S.D.O./E.E. may reject the whole of the material in that km. If, however, he decides at his option to accept the materials, it being of the specified quality, he shall pay lead for all the material in the KM as if it came from the nearer quarry.
3. Notwithstanding anything provided to the contrary in the contract, actual leads from the nearest quarries shall be paid, the lead being measured by the nearest cart-track route although the contractor may be permitted to bring some or all the materials by a longer route by lorry or by a shorter route across fields by head-load or on pack animals. Any route which can be or was actually used by a loaded cart is a cart-track route.
4. The S.D.O./E.E. shall have power to change quarries at his option. The contractor will be entitled to actual lead only.
5. Inferior materials or materials collected in excess of the quantities ordered, or delivered in localities or positions or at times other than those ordered in the contract or by the executive staff of the department, shall be rejected. The contractor will be required to remove all rejected materials forthwith. The department will not be responsible for the custody of such materials or its use by the road gangs or any other persons after it has been rejected. The S.D.O./E.E. shall have power, if he so wishes to remove rejected materials and the cost of removing the materials shall be recoverable from the contractor.
6. Unless expressly provided in the contract, the rates payable for the collection of materials include the cost of opening quarries, removing overburden, bailing out of water and all other expenses whatever connected with the work. They also include cost of repairs to cart-tracks, temporary bridges or any other incidental expenses.
7. In order to discourage hollow stacking the S.D.O./E.E. shall have the right to re-stack in the presence of the contractor or his agent any stack of metal /boulders selected at random and shall pay for all the materials in the km in the proportion that the re-stacked material bears to the original stack. To check the boxes of metal, moorum and sand, the measuring officer shall require the contractor to re-box with his own labour in the presence of the measuring officer certain selected heaps and shall pay for the whole quantity in the KM. in the proportion that re-boxed material bears to the original heap.

Measurements will ordinarily be taken only for completed 0.2Km.i.e. 0.2Km. in which collection of all materials have been completed and evenly distributed but it may not be refused merely because a small portion of sand or moorum collection has not been done. Decision of the E.E. shall be final.

APPENDIX 2.20

(See paragraph 2.095)

Register of contract agreements in the office
.....

S. No	Name of work	Amount of sanctioned estimate	Name of contract	Form of agreement	Probable amount of contract
(1)	(2)	(3)	(4)	(5)	(6)

Stipulated date of completion of contract	Amount of security and the method of recovery	Authority accepting the contract, letter, number and date	Final payment voucher number and date etc.	Remarks
(7)	(8)	(9)	(10)	(11)

APPENDIX 2.21

(See paragraph 2.100)

Register of Approved Contractors

S. No	Name of contractor, Father's name and address	Authority for registration	Date on which the amount of fees was credited in the cash book
(1)	(2)	(3)	(4)

Solvency certificate/Security Deposit		Class of Contractor	Remarks
Date	Amount		
(5)	(6)	(7)	(8)

APPENDIX 2.22

(See paragraph 2.103 to 2.116)

Sections of the Land Acquisition Act, 1894 (No.I of 1894) and the Instructions issued under the Act, by the M.P. Government for the Guidance of Officers of the W.D. (Amendments issued form time to time also to be taken in to consideration).

PART –I

The Land Acquisition Act , 1894 (I of 1894) as amended by Acts Nos XXXVIII of 1923 and XXVII of 1939. An act to Amend the Law for the Acquisition of Land for public purpose and for Companies.

Whereas it is expedient to amend the law for the acquisition of land needed for public purposes and for companies and for determining the amounts of compensation to be made on account of such acquisition; it is hereby enacted as follows:-

PART 1-PRELIMINARY

1. **Short title , extent and commencement.-** (1) This act may be called the Land Acquisition Act, 1894 (No. I of 1894).

(2) It extends to the whole of India ; and

(3) It shall come into force on the first day of March, 1894.
2. **Definitions.-** In this Act, unless there is something repugnant in the subject or context,-
 - (a) the expression “Land” includes benefits to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earth ;
 - (b) the expression “ Person interested” includes all persons claiming an interest in compensation to be made on account of the acquisition of land under this Act ; and a person shall be deemed be interested in land if he is interested in an easement affecting the land ;
 - (c) the expression “Collector “ means the collector of a district, and includes a Deputy Commissioner and any officer specially appointed by the (appropriate Government) to perform the functions of a Collector under this Act;
 - (d) The expression “court” means a principal civil court of original jurisdiction unless the appropriate Government has appointed (as it is hereby empowered to do) a special judicial officer within any specified local limits to perform the functions of the Court under this Act;
 - (e) The expression “Company” means a company registered under the Indian Companies Act, 1956 (I of 1956) or under the (English) Companies Act, 1862 to 1890, or incorporated by an Act of Parliament or of the Governor General in Council or by Royal Charter or Letters Patent and includes a society registered under the Societies Registration Act, 1860 (XXI of 1860), and a registered society within the meaning of the Co-operative Society Act, 1912 (II of 1912) ;

- (f) The expression “Appropriate Government” means in relation acquisition of land of the purpose of the Union, the Central Government, and, in relation to acquisition of land any other purpose the state Government;
 - (g) the expression “Public Purpose” includes the provision of village sites in district in which the Provincial Government shall have declared by notification in the official Gazette
that it is customary for the Government to make such provisions; and
- Note.-** In notification No. 3108-1293-XII, dated the 11th September 1928, it has been declare that it is customary for Government to make provision for village sites in all districts.
- (h) the following persons shall be deemed persons “entitled to act” as and to the extent hereinafter provided (that is to say)-
trustees for other persons beneficially interested shall be deemed the persons entitled to act with reference to any such case, and that to the same extent as the person beneficially interested could have acted if free from disability; a married women, in case to which the English Law is applicable, shall be deemed the person so entitled to Act, and whether of full age or not, to the same extent as if she were unmarried and of full age ; and the guardians of minors and the committees or managers of lunatics or idiots shall deemed respectively the persons so entitled to act, to the same extent as the minors, lunatics or idiots themselves, if free from disability, could have acted ;

Provided that-

- (i) no person shall be deemed “entitled to act” whose interest in the subject-matter shall be shown to the satisfaction of the Collector or court to be adverse to the interest of the person interested for whom he would otherwise be entitled to act;
- (ii) in every such case the person interested may appear by a next friend, or, in default of his appearance by a next friend, the Collector or court, as the case may be, shall appoint a guardian for the case to act on his behalf in the conduct thereof;
- (iii) the provisions of Chapter XXXI of the Code of Civil Procedure (XIV of 1882), shall, mutatis mutandis apply in the case of persons interested appearing before a Collector or court by a next friend, or by a guardian for the case, in proceedings under this act; and
- (iv) no person "entitled to act" shall be competent to receive the compensation-money payable to the person for whom he is entitled to act unless he would have been competent to alienate the land and receive and give a good discharge for the purchase money on a voluntary sale.

PART II-ACQUISITION

Preliminary Investigation

- 4. Publication of preliminary notification and powers of officer thereupon: -
 - (1) Whenever it appears to the State Government that land in any locality is needed or is likely to be needed for any public purpose, a notification to that effect shall be published in the Official Gazette, and the Collector shall cause public notice of the substance of such notification to be given at convenient places in the said locality.

(2) Thereupon it shall be lawful for any officer, either generally or specially authorized by such Government in this behalf and for his servants and workmen,-

to enter upon and survey and take levels of any

land in such locality;

to dig or bore into the sub-soil ;

to do all other acts necessary to ascertain

whether the land is adapted for such purpose;

to set out the boundaries of the land proposed to be taken and the intended line of the work (if any) proposed to be made thereon;

to mark such levels, boundaries and line by placing marks and cutting trenches; and where otherwise the survey cannot be completed and the levels taken and the boundaries and line marked to cut down and clear away any part of any standing crop, fence or jungle.

Provided that no person shall enter in to any building or upon any enclosed court or garden attached to a dwelling-house (unless with the consent of the occupier thereof) without previously giving such occupier at least seven days' notice in writing of his intention to do so.

5. **Payment for damage.**-The officer so authorized shall at the time of such entry pay or tender payment for all necessary damage to be done as aforesaid, and in case of disputes as to the sufficiency of the amount so paid or tendered he shall at once refer the dispute to the decision of the Collector or other chief revenue officer of the District, and such decision shall be final.

OBJECTIONS

5A. (1) Any person interested in any land which has been notified under section 4, sub-section (1), as being needed or likely to be needed for a public purposes or for a company may, within thirty days after the issue of the notification, object to the acquisition of the land in the locality, as the case may be.

(2) Every objection under sub-section (1) shall be made to the Collector in writing, and the Collector shall give the objector an opportunity of being heard either in person or by pleader and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, submit the case for the decision of the State Government, together with the record of the proceedings held by him and a report containing his recommendations, on the objections. The decision of the State Government on the objections shall be final.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land were acquired under this Act.

Note.-Rules for the guidance of officers in matters connected with

section 5- A will be found under section 55.

Declaration of intended Acquisition

6. **Declaration that land is required for a public purpose.**-(1) Subject to the provisions of Part VII of this Act, when the State Government is satisfied after considering the report, if any made under section 5-A, sub-section (2), that any

particular land is needed for a public purpose, or for company, a declaration shall be made to the effect under the signature or Secretary to such Government or of some officer duly authorised to certify its orders

(a) Different declarations may be made from time to time in respect of different parcels of any land covered by the same notification under section-4, sub-section (1) irrespective of whether one report or different reports has or have been made (wherever required) under section 5-A, sub-section (2).

(b) Provided that no declaration in respect of any particular land covered by a notification under section 4, sub-section (1), published after the commencement of the Land Acquisition (Amendment) and Validation) Ordinance, 1967 (I of 1967) shall be made after the expiry of three years from the date of such publication:

Provided further that no such declaration shall be made unless the compensation to be awarded for such property is to be paid by a company, wholly or partly, out of public revenues or some fund controlled or managed by a local authority.

(2) Every declaration shall be published in the Official Gazette, and shall state the district or other territorial division in which the land is situated, the purpose for which it is needed, its approximate area, and, where a plan shall have been made of the land, the place where such plan may be inspected.

(3) The said declaration shall be conclusive evidence that the land is needed for a public purpose, or for a company, as the case may be; and, after making such, declaration, the appropriate Government may acquire the land in manner hereinafter appearing.

7. **After declaration Collector to take order for acquisition.-** Whenever any land shall have been so declared to be needed for a public purpose, or for a company, the state Government, or some officer authorized by the state Government in this behalf, shall direct the Collector to take order for the acquisition of the land.

8. **Land to be marked out, measured and planned.-**The Collector shall thereupon cause the land (unless it has been already marked, out under section 4) to be marked out. He shall also cause It to be measured and (if no plan has been made thereof) a plan to be made of the same.

9. **Notice to persons interested.-** (1)The Collector shall then cause public notice to be given at convenient places on or near the land to be taken, stating that the Government intends to take possession of the land, and that claims to compensation for all interests in such land may be made to him.

(2) Such notice shall state the particulars of the land so needed., and. shall require all persons interested in the land to appear personally or by agent before the Collector at a time and place therein mentioned (such time not being earlier than 15 days after the date of publication of the notice), and to state the nature of their respective interests in the land and the amount and particulars of their claims to compensation for such interests and their objections (if any) to the measurements made under section 8. The Collector may in any case require such statement to be made in writing and signed by the party or his agent.

(3) The Collector' shall also serve notice to the same effect on the occupier (ft any) of such land and on an such persons known or believed to be interested therein, or to be entitled to act for persons so interested, as reside or have agents authorized to receive service on their behalf, within the revenue district in which the land is situated.

(4) In case any person so interested resides elsewhere and has no agent, the notice shall be sent to him by post in a letter addressed to him at his last known residence, address or place of business and registered under Part III of the Indian Post Office Act, **1866** (XIV of 1866).

10. Power to require and enforce the making of statements as to names and interests.- (1) The Collector may also require any such person to make or deliver to him, at a time and place mentioned (such time not being earlier than fifteen days after the date of the requisition), a statement containing, so far as may be practicable, the name of every other person possessing any interests in the land or any part thereof as co-proprietor, sub-proprietor mortgagee, tenant or otherwise, and of the nature of such interest, and of the rents and profits (if any) received or receivable on account thereof for three years next preceding the date of the statement.

(2) Every person required to make or deliver a statement to under this section or section 9 shall be deemed to be legally bound to do So within the meaning of sections 175 and 176 of the Indian Penal Code (XLV of 1860).

Inquiry into Measurements, Value and Claims, and Award by the Collector

11. Inquiry and award by the Collector.-On the day so fixed or on any other day to which the inquiry has been adjourned, the Collector shall proceed to enquire into the objections (if any) which any person interested has stated pursuant to a notice given under section 9, of the measurements made under section 8, and into the value of the land at the date of the publication of the notification under section 4, sub-section (1), and into the respective interests of the person claiming the compensation, and shall make an award under his hand of,-

(i) the true area of the land;

(ii) the compensation which in his opinion should be allowed for the land;

(iii) the apportionment of the said compensation among all the persons known or believed to be interested in the land, of whom, or of whose claims, he has information, whether or not they have respectively appeared before him.

Taking Possession

16. Power to take possession.-When the Collector has made an award under section 11, he may take possession of the land, which shall thereupon vest absolutely, in the Government, free from all encumbrances.

17. Special powers in cases of urgency.- (1) In cases of urgency, whenever the State Government so directs the Collector, though no such award has been made, may, on the expiration of fifteen days from the publication of the notice mentioned in section 9, sub section (1), take possession of any waste or arable land needed for public purposes or for a company. Such land shall thereupon vest absolutely in the

Government free from all encumbrances.

(2).....

(3) In every case under either of the preceding sub-sections, the Collector shall at the time of taking possession, offer to the persons interested compensation for the standing crops and trees, if any, on such land for any other damage sustained by them cause by such sudden dispossession and not excepted in section 24 and, in case such offer is not accepted, the value of such crops and trees and the amount of such other damages shall be allowed for in awarding compensation for the land under the provisions herein contained.

(4) In the case of any land to which, in the opinion of the State Government, the provisions of sub-section (1) or sub-section (2) are applicable, the State Government may direct that the provisions of section 5-A shall not apply, and, if it does so direct, a declaration may be made under section 6 in respect of the land at any time after the publication of the notification under section 4, sub-section (1).

PART - VI

Temporary Occupation of Land

35. Temporary occupation of waste or arable land-procedure when difference as to compensation exists.-(1) Subject to the Provisions of Part VII of this Act whenever it appears to the State Government that the temporary occupation, and use of any waste or arable land are needed for any public purpose, or for a company, the State Government may direct the Collector to procure the occupation and use of the same for such term as it shall think fit, not exceeding three years from the commencement of such occupation.

(2) The Collector shall thereupon give notice in writing to the person interested in such land of the purpose for which the same is needed, and shall, for the occupation and use thereof for such term as aforesaid, and for the materials (if any) to be taken there from, pay to them such compensation, either in a gross sum of money, or by monthly, or other periodical payments as shall be agreed upon in writing between him and such person respectively.

(3) In case the Collector and the persons interested differ as to the sufficiency of the compensation or apportionment thereof, the Collector shall refer such difference to the decision of the court.

36. Power to enter and take possession and compensation on restoration.-(1) On payment of such compensation, or on executing such agreement, or on making a reference under section 35, the Collector may enter upon and take possession of the land, and use or permit the use thereof in accordance with the terms of the said notice.

(2) On the expiration of the term, the Collector shall make or tender to the persons interested compensation, for the damage (if any) done to the land and not provided for by the agreement, and shall restore the land to the persons interested therein:

Provided that, if the land has become permanently unfit to be used for the purpose for which it was used immediately before the commencement of such term, and if the persons interested shall so require, the State Government shall proceed under this Act to acquire, the land as if it was needed permanently for a public

purpose or for a company

37. **Difference as to condition of land.**-In case the Collector and persons interested differ as to the condition of the land at the expiration of the term, or as to any matter connected with said agreement, the Collector shall refer with difference to the decision of the court.

PART- VIII **Miscellaneous**

46. **Penalty for obstructing acquisition of land.**- Whoever willfully obstructs any person in doing any of the acts authorized by section 4 or section 8, or willfully fills up, destroys, damages or displaces any trench or mark made under section 4, shall on conviction before a Magistrate, be liable to imprisonment for any term not exceeding one month, or to fine not exceeding fifty rupees, or to both.

47. **Magistrate to enforce surrender.**-If the Collector is opposed or impeded in taking possession under this Act of any land, he shall, if a Magistrate, enforce the surrender of the land to himself, and, if not a Magistrate, he shall apply to Magistrate or (within the towns of (Calcutta, Madras and Bombay) to the Commissioner of Police, and such Magistrate or Commissioner (as the case may be) shall enforce the surrender of the land to the Collector.

48. **Completion of acquisition not compulsory but, compensation to be awarded when not completed.**- (1) Except in the case provided for in section 36 the Government shall be at liberty to withdraw from the acquisition of any land of which possession has not been taken.

(2) Whenever the Government withdraws from any such acquisition, the Collector shall determine the amount of compensation due for the damage suffered by the owner in consequence of the notice or of any proceedings thereunder, and shall pay such amount to the person interested, together with all costs reasonably incurred by him in the prosecution of the proceedings under this Act relating to the said land.

(3) The provisions of Part III of this Act shall apply, so far as may be, to the determination of the compensation payable under this section.

49. **Acquisition of part of house or building.**-(1) The provisions of this Act shall not be put in force for the purpose of acquiring a part only of any house, manufactory or other building, if the owner desires that the whole of such house, manufactory or building shall be so acquired:

Provided that the owner may, at any time before the Collector has made his award under section 11, by notice in writing, withdraw or modify his expressed desire that the whole of such house, manufactory or building shall be so acquired:

Provided also that if any question shall arise as to whether any land proposed to be taken under this Act does not form part of a house, manufactory or building within the meaning of this section, the Collector shall refer the determination of such question to the court and shall not take possession of such land until after the question has been determined.

In deciding on such a reference the court shall have regard to the question whether the land proposed to be taken is reasonably required for the full and unimpaired use of the house, manufactory or building.

(2) If in the case of any claim under section 23, sub-section (1), thirdly, by a person interested on account of the severing of the land to be acquired from his other land; the State Government is of opinion that the claim is unreasonable or excessive, it may, at any time before the Collector has made his award order the acquisition of the whole of the land of which the land first sought to be acquired forms a part.

(3) In the case last herein before provided for no fresh declaration or other Proceedings under section, 6 to 10, both inclusive, shall be necessary; but the Collector shall without delay furnish a copy of the order of the State Government to the person interested, and shall thereafter proceed to make his award under section 11.

* * * *

52. Notice in case of suits for anything done in pursuance of Act.-No suit or other proceeding shall be commenced or prosecuted against any person for anything done in pursuance of this Act, without giving to such person a month's previous notice in writing, of the intended proceeding, and of the cause thereof, not after tender of sufficient amends.

Rule 1- Immediately after the publication of the notification under section 4 (1), the collector shall by section 4 (1), issue a notice stating that the land is needed or is likely to be needed, as the case may be, for a, public purpose and requiring all persons interested in the land to lodge before the Collector, within thirty days after the issue of the notification, a statement in writing of their objections if any, to the proposed acquisition. The notice should be published at convenient places in ,the said locality, and copies thereof fixed up in the offices of the Collector and in the nearest police station.

Rule 2- The statement of objection should be in duplicated and should mention how the object is interested in the land.

Rule 3- (a) If a statement of objection is filled after the due or by a person who is not interested in the land it shall be summarily rejected

(b) If any objections are received from a person interested in the land and within the time prescribed in sub-section (1) of section 5-A, the Collector shall fix a date not earlier than 7 or later than 21 days from the date of receipt of the objections for hearing the objections and give notice thereof to the objector as well as to department or company requiring the land, where to such department is not the R.D., copies of the objections shall also be forwarded to such department or company. The department or company may file on or before the date fixed by the Collector a statement by way of answer to the objections and may also depute a representative to attend the inquiry.

(c) On the date fixed for inquiry or any other date to which the inquiry may be adjourned by the Collector, the Collector shall hear the objector or his pleader and the representative, if any, of the' department or company and record a brief memorandum of any evidence that may be produced in support of or against 'the objections.

Rule 4- Before submitting his report to the State Government, the Collector may, if he

thinks necessary, inspect the land proposed to be acquired and make any other inquiry he may deem necessary.

Rule 5- On completion of his inquiry the Collector shall submit the case for the decision of the State Government in the manner provided in section 5-A (2) of the Land Acquisition Act.

Rule 6- On a consideration of the objection and the Collector's report thereon, if Government decide that the land should be required, the declaration required under section 6 of the Act should be submitted by the D.C. of the district or D.Cs. of the districts concerned to Government for approval and publication in the official Gazette. If, on the other hand, Government decide to give up the acquisition a notification canceling the notification issued under section 4 shall be published.

PART II

Instructions under the Land Acquisition Act 1. of 1894 as amended by Act Nos. XXXVIII of 1923 and XXVII of 1939.

Circular No, I

B-Making the application for Acquisition

2. When it is intended to take up land for public purposes or for a company, the officer of the department concerned, or the representative of the company, shall, apply to the D.C. of the district in which the land is situated, or, if, the land be situated in more than one district, to the Commissioner of the division, and if in more than one division, to the State Government. The reasons, why, it is considered desirable to acquire the land should be clearly set forth in the application. If the land, or any portion of it, is not required permanently, this fact should be fully explained, and a separate application under section 35 of the Act should be submitted for the portion which is required for temporary use only.

It is incumbent on officers whose duty it is to select land for public purposes to endeavour to avoid land, buildings, etc. the acquisition of which will entail either unnecessary expenditure on Government or annoyance to the owners, If the object sought can equally be attained by a slight alteration of the alignment or site chosen or in some other manner.

3. When the land is required by the W.D. the E.E. will submit the application referred to in paragraph 2 with a land plan in duplicate to the S.E. who, if satisfied that the acquisition is desirable and unobjectionable, will transmit the application to the D.C. who will deal with it in accordance with the instructions under head C of this circular.

4. The application shall specify the names of the villages in which the land is situated, and the approximate area of the land in each Village, and should be accompanied by a land plan in duplicate and a rough estimate of the cost of acquiring it. The D.C. of the district in which the property to be acquired is situated should be consulted in framing the original estimates, and his opinion as to the rates to be adopted should be given full consideration. Should it be found necessary to change the alignment during construction, the officer in-charge of the works should inform

the D.C. of the change made and submit a revised land plan for the section altered. A fresh application ,or notification under Section 6 will not be necessary unless the land to be acquired lies in a Village which was not mentioned on the original application or notification .

5. Before submitting the application, the question whether the land can be more advantageously acquired by private negotiation or otherwise should be considered. Decision should be in favour of that course which to a good title will join the greatest rapidity and economy in the transaction. In cases where there is any doubt about the title to be acquired, it will be advisable to proceed under the Act rather than by private negotiation. In 'this connection it ,must be remembered that the Central Provinces Tanancy Act (I of 1920) imposes considerable restrictions upon the powers of alienation. If the land applied for is held under the conditions specified in Central Provinces Revenue Book Circular 1-6 or Berar Revenue Book. Circular 1-4, compensation is payable in accordance therewith and the Land Acquisition Act need not be used. Rights in nazul land not acquired under the operation of that circular must be acquired under the Land Acquisition Act.

6. Acquisition by private negotiation is especially suitable in the case of small pieces of waste land of little value or in the case .of land required only temporarily, such as plots required for stacking material or for shallow excavations, where the surface will not be permanently injured. Such negotiations save much time and trouble, and if conducted properly, should afford greater satisfactions to the people. The procedure to be adopted should be as follows:

The officer of the Works or other Department requiring the land should ascertain the persons interested in it and arrange with them the terms for its acquisition. It is not desirable that he should himself complete the transaction, as there may be complications of which he is unaware and he should accordingly send all the papers to the D.C. who will arrange to depute a revenue officer as soon as possible to complete the transaction, on the spot. The revenue officer will verify the fact that the persons with whom the arrangements have been made are the persons interested in the land and that no other claimant to the land exists, and that they are willing to accept the compensation offered. The compensation will be paid by the officer of the Works or other Departments in the presence of the revenue officer who will certify the fact of' payment on the record.

If the acquisition is a temporary one, an agreement should be taken, stating the amount of the payments and the period for which the right to occupy the land has been agreed on. If the acquisition is a permanent one, a regular sale-deed should be executed.

6-A. Land required for the construction of State Irrigation works may be occupied by an E.E. prior to the issue of the formal notification and to the delivery of formal possession by the Collector under the following conditions only-

- (1) on his own responsibility if-
 - (a) the area to be occupied is inconsiderable;
 - (b) the land does not carry any crops, 'trees or buildings interference with which would render the subsequent calculation of compensation difficult ;
 - (c) there appears to be no dispute about the ownership; and
 - (d) the owners give their written consent;

(2) in other cases subject to the following procedure :-

- (a) the E.E. should apply to the D.C. to depute an assistant or other revenue officer to accompany him or his representative and assist him in ascertaining what persons have interest in the land, in obtaining their consent to its immediate occupation, and in estimating the compensation due for standing crops or for damage caused through the occupation of the land and interference with cultivation, pending the formal proceedings for acquisition under the Act.
- (b) the E.E. or his representative will then obtain from owners and occupiers a written statement assenting to the occupation of the land. This, he will forward original with a tracing of the revenue map of the village and statement of the areas of the land concerned to the D.C. not later than the date on which possession of the land is taken.
- (c) The S.E. is responsible that draft notification for acquisition of the land thus taken possession of area, is at the same time submitted to Government through the usual channel.

Note.- This procedure may be adopted only when delay *in* obtaining possession of the land would cause real inconvenience and may not be employed without adequate reason.

C-Forwarding the Application

9. On receipt of an application made under paragraph 2, the D.C. shall, (if the land is to be taken up permanently) forward it, together with the sketch and estimate referred to in paragraph 4 and with a draft notification in Form I (Berar A) for applications under section 4 to the Secretary to Government (R.D.). In forwarding the draft notification, the D.C. shall add the details supplied by the application and any further particulars which he may deem necessary for the better identification of the land.

In all cases, except when land is required for a railway company, it must be stated whether budget provision exists and, if not, how the cost of acquisition can be met.

10. The D.C. is responsible that the acquisition will not entail either unnecessary expenditure on Government or unnecessary hardship or annoyance to the owners. Some cases will naturally demand more attention on his part than others. When the land is to be acquired for roads or railways there is less room for modifying the proposals on account of the expenditure involved on Government or the annoyance caused to owners, than there is in the case of land required for such purposes as murram quarries, or places for stacking murram or metal, in which a change of site might make, a great difference in this respect without injury to the object to be attained. Even in the case of roads, however, it is often possible without any engineering disadvantage to avoid taking up valuable land. The acquisition of land valuable for groves or for agriculture at exorbitant cost and at great and unnecessary annoyance to the people should be avoided as far as possible; and good fields should not be sacrificed to avoid a trifling curve in a road.

The action of the D.C. in receiving and forwarding an application under section 6 must not be merely formal; he must certify in his forwarding letter that he has ascertained, that the acquisition will not entail either unnecessary expenditure on Government or unnecessary annoyance to the owners.

11. When land is selected for acquisition every endeavour should, be made to avoid religious buildings or tombs, if this can be done by a slight alteration of the alignment or site chosen. The fact that the land contains religious buildings or tombs should be specifically noted in the application.

When the draft notification under section 6 is submitted, it should be accompanied by a statement giving full particulars of any religious building, tombs or graveyards on the land. The Collector should, also prepare and submit confidentially to Government, through his official superior, a note dealing with the nature of, and weight to be attached to objections which have already been raised or are likely to be raised by persons directly or indirectly interested or any section of the public. If no objections have been raised or are anticipated, the fact should be stated and it should at the same time be explained whether in the event of acquisition, the demolition of the buildings or obliteration of the tombs will be necessary.

(Government of India, Revenue and Agriculture Department letter No. I-C-885-15, dated the 20th November, 1914).

The procedure outlined in clause 2 above may be dispensed with under the orders of the provincial Government in any case in which, owing to the large area involved or any other cause, the preparation of the necessary statements would cause excessive delay.

12. When the application is made direct to the Commissioner under paragraph 2, the Commissioner shall follow the procedure laid down by the preceding rules for the guidance of the D.C. If it be to the State Government direct, it will be referred to the Commissioners of Divisions concerned for necessary action.

13. If the land is only required for temporary occupations, no notifications need be published. The procedure will be under sections 35 and 36 of the Act and under the following rules only so far as they are applicable.

If the object for which it is desired to acquire the land temporarily is such (e.g. the digging of borrow pits) that the land is likely to become permanently unfit to be used for the purpose for which it has hitherto been employed, temporary acquisition should not be permitted (see provision to section 36 of the Act).

D.-Procedure after Notification under section 4

14. After a notification under section 4 has appeared in the Gazette, the D.C. or the Assistant Commissioner or Extra -Assistant Commissioner who has the power of Collector under the Act, and to whom the D.C. makes the case over, shall, on receipt of a copy thereof, immediately cause the substance of it to be published in the locality concerned by posting a notice in Form II in a town at the police station and in a village at the chaupal or chauri or on some other conspicuous place near the land; and shall inform the department or company at whose instance the notification was published that it is at liberty to enter upon the land for the purposes notified, in section-4 of the Act.

15. The officers of the department or company so entering upon the land shall, in order to determine whether the land is suitable for the purpose for which it is sought, and to enable the civil department to estimate under paragraph 8 what the probable

cost of acquisition will be, demarcate the limits and prepare a rough plan of the land, ascertain its area and record on a memorandum such information as to the value of buildings, trees, or crops standing on the land as may be forthcoming during such examination. If the land be under crop, the memorandum should further state whether it is necessary to take possession at once or if action may be postponed until after the crop is cut. Notice of entry into buildings and compounds as prescribed by the proviso to section 4 of the Act must be given. The patwari, of the village should be required to attend during the demarcation and investigation.

In the case of land required for a railway, the detailed plans and schedule prescribed by the circulars of the W.D. on the subject will be prepared by the railway concerned.

16. Demarcation of the boundaries of the land should, as a rule, be made with posts not less than 1.2 meters in height. In the case of a road, railway or canal, plain posts should be put down at intervals of 150 metres along the center of the track, and painted posts should be put down along the sides at intervals of 300 metres in order to show the width of land taken up and to enable the measurements, to be checked.

17. At the time of publication of the notice under Instruction 14, the Collector shall issue a notice under section 14 of the Act to all persons known or believed to be interested in the land, requiring them to appear in person or by a pleader, and to lodge before the Collector within thirty days after the issue of a notification a statement in writing of their objections, if any, to the proposed acquisition. If for any reason summons cannot be served on such persons the public notice issued under section 4 (1) shall be considered to be a sufficient notice. Information should also be given to the departmental or other officer applying for acquisition of the date on which objections are to be heard and inquiry to be made. The date fixed for the hearing of the objections must not be earlier than 7 or later than 21 days from the date of receipt of the objections.

17-A. On the date fixed for the hearing or any subsequent date to which the proceedings may be adjourned, the Collector should (1) proceed to hear the objections of the parties interested in the land and the departmental or, other officer, if any on whose behalf the land is to be acquired; (2) make a brief memorandum of the evidence tendered by the parties; and (3) take such further evidence and make such further inquiry as he deems necessary. There is no provision in the Act defining the grounds on which objection to acquisition can be taken. It is therefore not intra vires to limit by rule the nature of the objections, when the statute itself provides no limit, but the Collector should be careful so far as possible to confine the enquiry to objections which raise really material issues, such as the following:-

- (a) that the purpose for which the land is required is not a bonafide public purpose; or
- (b) that the land notified is not the best adapted to the purpose, or that its area is greater than is necessary; or
- (c) that the land contains religious buildings, tombs or grave yards the acquisition of which is objectionable.

17-B. The inquiry contemplated by section 5-A (2) shall be of a quasi-judicial nature and, when completed will be submitted to the State Government with a report dealing with the objections received and containing the final recommendations of the Collector through the D.C. and the Divisional Commissioner. Before submitting his

report to the State Government, the Collector may, if he thinks necessary, inspect the land proposed to be, acquired and make other inquiries which he may deem necessary.

17-C. If, after the investigation made under Instruction 15, it is considered advisable to acquire the land and if no objection to the acquisition has been raised under section 5-A(2) of the Act, the plan and memorandum prepared under that instruction shall be forwarded by the D.C. to the State Government with a draft notification of intended acquisition under section 6 of the Act in form II.

17-D. If, however, any objection is lodged under section 5-A(2), the papers of the inquiry made under Instruction 17-A shall be submitted by the Collector to the State Government through the usual channels, with the Collector's report on the objections and his final recommendations. The papers shall be accompanied by the plan, memorandum and draft notification referred to in paragraph 17-C.

17-E. The above will greatly increase the already lengthy procedure, and it is therefore essential that every effort should be made to confine objections to material issues and to complete the proceedings as expeditiously as possible.

17-F. If the State Government is satisfied that the objections heard are valid, the proceeding will be dropped. Care will be taken by the Collector to see that the notification issued under section 4 is formally cancelled. If, however, it appears to the State Government that the objections are groundless, the declaration under section 6(1) will be published, and the D.C. will be informed.

17-G. It must, however, be noted that as the period for hearing objections under section 5-A is fixed at 30 days, the declaration under section 6 and the public notice under section 9 will be considerably delayed. It has, therefore, been provided by section 17(4) of the Act as amended by Act No. XXXVIII of 1923, that when in any case the State Government has directed that the provision of sections 5-A shall not apply, the declaration under section 6 shall be issued, at any time, after the publication of the preliminary notification under section 4(1) of the Act. This declaration shall be in form II-A.

E.-Procedure after Notification under Section 6

18. After a notification under section 6 has appeared in the Gazette, and on receipt of a direction under section 7 of the Act to take order for the acquisition of the land the Collector shall cause the land (unless it has been already demarcated under paragraphs 15 and 16) to be carefully and conspicuously marked out. If the land is taken up for any department, the marking out will usually be done by or in the presence of, the officers of that department. If the land is for a railway the procedure prescribed by paragraph 16 will be followed. Notice of entry into buildings and compounds, as prescribed by the proviso to section 4 of the Act, must be given.

19. Areas given in the notification are only approximate, but it is essential that all villages should be mentioned so that all persons interested may have an opportunity of inspecting the plan. If, therefore, on demarcation, it is found that any village has been omitted, a draft supplementary notification should be at once submitted, giving the village and the area in it. The original notification cannot be legally amended after action has been taken on it.

20. The collector shall then, unless a cadastral survey has already been made, cause the land to be surveyed and measured, and shall cause a map of it to be made on a scale which shall not be less than in 4000 : 1 scale. The map should show every

field.

21. When the cadastral survey referred to in paragraph 20 has been made, or if a cadastral survey has already been made of the tract within which the land to be acquired is situated, the D.C. will arrange through the E.E. to have the final alignment of all the land to be taken up demarcated on the ground, and as this demarcation proceeds, the alignment will be marked on the patwari's trace maps in the presence of a Works Department subordinate and the patwari. The patwari and the Works Department official will then calculate the areas to be acquired compare their results and adjust any differences. These entries will be made in the first instance on the village map in pencil and will be inked over in red after check and attestation by the revenue inspector, who, unless there are special reasons to the contrary, should be required to be present at the time.

22. When the land to be acquired has been demarcated and marked off on the map, the patwari will prepare a statement of the plots to be acquired in form X for each village of his circle in which the land to be acquired falls. He will give a separate serial number to each field in addition to the numbers which it bears in the village statement. Special care must be taken that the soil and position of the land as entered in the settlement record are correctly recorded in the statement. When owing to the "land having been old follow at the last settlement, its soil was not classed, the patwari will class it, underlining the soil entry in red so as to draw the attention of the Collector to the fact that it has been newly classed.

23. When the survey and statement of the area to be acquired have been checked thoroughly by the revenue inspector of the circle and the Works Department subordinate officer, the patwari will prepare a trace of the map of the land to be acquired and a land acquisition jamabandi in Form XI. The revenue inspector and the Works Department subordinate will sign the map trace, the statement and the jamabandi and be responsible that they are correct. The land plans attached to the application for acquisition, which in the case of applications by the W.D. are in duplicate, will then be compared by the revenue inspector and the Works Department subordinate with the map trace and corrected, if necessary, the total area to be acquired in each village being marked on them. These plans, after all discrepancies have been reconciled in the manner provided in paragraph 26, will be signed by the above two officers and transmitted to the Collector.

24. The patwari will also prepare a statement in Form XII showing the numbers in statement Form X which were not occupied and were therefore unassessed at settlement. This will likewise be checked and signed by the revenue inspector.

26. On receiving the map and statements, from the land records staff, the Collector will usually find that in the case of land required for roads, irrigation tanks and railways, the total area entered in Forms X and XI does not agree with the total area computed by the theodolite survey previously made by the W.D. Any discrepancies which may appear may be neglected by the Collector, provided they do not exceed the following limits:

- (1) Under 3 acres- 5 per cent;
- (2) From 3 to 5 acres-4 per cent; (3) From 5 to 7 acres-3 per cent and
- (4) Over 7 acres-2½ per cent, or one guntha (.025) per acre.

No discrepancy should, however be allowed to remain unreconciled in the case of land situated in towns or cities, where absolute accuracy is essential. In other cases

the areas obtained by cadastral survey will be used in Form XIII for the purpose of calculating compensation and those obtained by theodolite survey will be recorded in register Form VII.

F.-Inquiry into Value and Claims and Awards by Collector

31. The matters to be considered in determining compensation will be found in section 23, 24 and 49 of the Act. It must be noted, however, that the Privy Council has ruled, in, *Atmaram Bhagwant Ghadgay versus Collector of Nagpur* (XXXI Bombay 728) that the potential value or the land for non-agricultural purposes must be taken into account in determining the amount of compensation. Section 24(5) of the land Acquisition Act must therefore be interpreted in the light of this ruling. This means that land must be valued at its market value, i.e., the price it is likely, to fetch if sold in the open market. If agricultural land has a higher value on account of its possible use for non-agricultural purposes, it must be valued accordingly. In every case the Collector is bound to use his best efforts for the protection of the interests of Government, while he gives due consideration to the claims of private individuals.

In making the inquiry and award under section 11 of the Act, the Collector shall give sufficient notice to the departmental or other officer concerned on the day on which the inquiry is to be held. The Collector shall take into consideration any representation which such officer may make orally or by letter and before making the award he should allow such officer an opportunity of appearing in person or by agent and of producing evidence as to the value of the land. Further in order to protect the interests of Government it is incumbent on the Collector to refer to the departmental or other officer, or his representative all cases in which the award is likely to exceed the original estimates by more than 10 percent, or by more than Rs. 10,000. The Collector should make this reference through the D.C. stating therein the multiples which he proposes to adopt (vide paragraph 34). If the D.C. considers that the multiples are too high he will discuss the matters with the Collector. Before doing so he will take the orders of the Commissioner if the multiple proposed exceeds in the of the proposed exceeds in the L.P.30 for the calculation of the tenant's interest or in the case of Khudkasht or Malik Makbuza holding, 38 for the calculation of the proprietor's interest as occupier. If the result of the D.C.'s observations to the collector is such as to bring the estimated award within 10 per cent. or Rs.10,000 of the original estimate and if the Collector accepts the recommendations, the reference to the departmental officer will not be made. If the recommendations of the D.C. do not have the effect indicated above or if the Collector is unable to accept them, the D.C. will forward the reference to the departmental officer concerned with a statement of his own view. Such officer will then decide whether the acquisition should be proceeded with or dropped and should within one month of the receipt of the reference inform the Collector, through the D.C. of the decision. If no such decision is communicated within one month, it should be assumed by the Collector that there is no objection to the case being proceeded with and to the award being made.

If the award, as finally settled after objections have been heard, exceeds the original estimate by the more than 20 percent. or if the evidence of the value of the land is conflicting and such as to indicate a possibility that the civil court may give a sum exceeding the award the Collector should defer making it and inform the departmental officer of the facts through the D.C. Further action will then be suspended until such officer or he railway company has decided whether the acquisition should be proceeded with or not. In very petty cases, however, this

procedure will not ordinarily be necessary, but even in such cases the Collector must use his discretion and decide whether proceedings should be stayed for the purpose of such a reference.

32. When the proceeding for acquisition are complete, the Collector will in the case of land acquired for the W.D. send the duplicate copy of the land plan forwarded with the application for acquisition to the E.E. with the following certificate endorsed thereon:-

“Certified that this land 'plan correctly defines the boundaries of the land acquired under the M.P. Gazette, notification(s) noted below and that the following schedule of land drawn on this plan gives correct details of' the land acquired in revenue case No.,of 19.....decided on.

Schedule of land acquired;

District/Tahsil Or Taluq	Name and settlement Number of village	Area	Notification No& date
(1)	(2)	(3)	(4)

Land Acquisition Officer

In case of the land acquired for a department, the Collector, will send to the officer who applied for acquisition a copy of the map or survey trace prepared under the provisions of paragraph 20 with a similar certificate endorsed thereon.

L.-Taking possession of the Land

76. No officer shall take possession of the land acquired with out the permission of the Collector of the District. Ordinarily, though under section 16 of the Act, possession may be taken as soon as an award is framed, the Collector will take no action until the compensation has been paid or the amount deposited in court, as interest has to be paid under section 34 of the Act from the date of taking possession to the date of payment.

77. Under section-17 of the Act, the state Government has power to sanction possession being taken before the award is made. In such cases the Collector must, at the time of taking possession offer compensation for the standing crops and trees (if any) and for other damage caused by such sudden dispossession. In case of the offer is refused, the amount due on these accounts will be determined at the time of fixing the value of land.

78. After possession has been given the Collector should see that the necessary corrections are made in the patwari's (survey and village) records. Experience at settlement has shown that in many cases land has been acquired by Government and the fact has not been noted in the M.P. Khasra statement or the jama bandi statement of village, with the result that tenants or malguzars holding the land or the occupants of the land have been again recorded as entitled to it. The Collector must also see that all land acquired by Government is permanently demarcated by pillars directly it is made over to the department for which it is acquired.

L-(A).-Restoration of land temporarily acquired under Section 35 of the Act.

78: A. It shall be the duty of the department on whose behalf land has been acquired

temporarily, to intimate to the Collector of the district, at least three months before the expiration of the term of occupation, that the land will be available for restoration to the persons interested there in, stating the condition of the land and specifying the areas that have been permanently damaged. On receipt of such intimation, the Collector shall arrange to have the land inspected and restored to the persons interested there in, in accordance with the provisions of section 36(2) or to proceed under the proviso thereto. In case the department concerned fails to give the required intimation, the Collector shall be held responsible for seeing that the land is restored to the persons interested therein, on the expiry of the period of temporary acquisition. An entry of the restoration should be made in the patwari's records.

N.-Record of Land Acquired

81.A. register of all lands taken up under the Act will be prepared in Form VII. Entries will be made in the district register as soon as remission of revenue is sanctioned by the Collector. In all cases of relinquishment, in whole or in part, of land appropriated by Government, notes will be inserted in red ink opposite the entries in the register. Proposals for the settlement of such land should, at the same time, be submitted for the orders of the state Government:

Provided that land which does not exceed 50 acres in area or Rs. 500 in. value may be disposed of by the Collector without reference to any higher authority.

A record of railway lands taken up will be maintained according to the instruction below.

The Collector thus maintains a complete register of all Government land acquired under the Act for each department of Government, whose officers will be able if they want any information regarding the exact area acquired for them to obtain it from the Collector. At their annual inspections of district offices Commissioners should see that this register is correctly maintained and is up-to-dates.

FORM I

(See paragraph 9)

Form of Notification under section 4, Act I of 1894, as amended by Act Nos. XXXVIII of 1923 and XXVII of 1939.

Whereas it appears to the state Government that land in the village of in the.....tahsil of the district is needed or is likely to be needed for a. public purpose, namely, for, the construction of the..
..... notice is hereby given to all whom it may concern that, in exercise of the powers conferred by section 4 of the Land Acquisition Act, I of 1894, as amended by Acts Nos. XXXVIII of 1923 and XXVII of 1939, the State Government has authorized the officer of the for the time being engaged on this undertaking, to enter upon and survey land, and to do all other acts required for the proper execution of their work, as provided for or specified in the said section.

Revenue Secretary to Government of M.P.

FORM II
(See paragraph 9)

Form of declaration under section 6, Act I of 1894, as amended by Act Nos .XXXVIII of 1923 and XXVII of 1939.

Whereas by Revenue Department Notification No.....dated the.....it was notified under section 4 of the Land Acquisition Act, I of 1894, as amended by Acts, Nos.XXXVIII of 1923 and XXVII of 1939, that the land in village of.....in the.....tahsil/Taluk of the district was needed or was likely to be needed by thefor a public purpose, namely, for the.....It is here by declared, under section 6 of the Said Act, as amended, that the State Government is satisfied that the land described in the schedule below is needed for the public purpose stated above:-

District	Tahsil	Village	Approximate area of the the land
----------	--------	---------	-------------------------------------

The plan of the land may be inspected at the office of the Collector.

Revenue Secretary to Government
of M.P.

FORM-II A

(See instructions 17-G)

Form of declaration under section 6, Act I of 1894, as amended by Act Nos. XXXVIII of 1923 and XXVII of 1939.

Whereas by Revenue Department Notification No.....dated the it was notified, under section 4 of the Land Acquisition Act, I of 1894, as amended by Acts, Nos. XXVIII of 1923 and XXVII of 1939, that land in Mauzain.....in the..... tahsil of thedistrict was needed or was likely to be needed for a public purpose, namely, for the.....

And whereas the State Government considers that the land, in the said mauza described in the schedule below, being waste/arable land, is urgently required and has consequently directed, under section 17 (4) of the said Act, as amended, that the provision of section 5-A shall not apply thereto.

It is hereby declared, under section 6 of the said Act, as amended, that the state Government is satisfied that the said land is needed for the public purpose stated above.

Under section 17(1) of the said Act, the state Government hereby directs that possession of the said land may be taken on the expiration of fifteen days from the publication of the notice mentioned in section 9(1) of the Act:-

District	Tahsil	Village	Approximate area of the land
----------	--------	---------	------------------------------

The plan of the land may be inspected at the office of the collector.

Revenue Secretary to Government
of M.P.

APPENDIX 2.23

[See paragraph 2.107(5)]

REGISTER OF LAND

[illegible]

APPENDIX 2.24

(See paragraph 2.116)

Form of Sale Deed

This indenture made by way of conveyance this day of19.....between.....son of.....of..... mauzain the tahsil of the.....district (hereinafter called the vendor) of the one part and the Governor of M.P. as represented by the collector of the..... district (hereinafter called the purchaser) of other part.

Whereas the purchaser wants a piece of land in mauza..... for the use of the.....Department of the Government and the vendor has to sell and the purchaser has agreed to by the piece of land hereinafter described for the said purpose.

Now this indenture that in consideration Rs.....(in words.....) only the receipt whereof vendor hereby acknowledges, the vendor hereby conveys absolutely to the purchaser free from encumbrances the land measuringacres or there about particularly described. in the schedule below and delineated with the boundaries thereof on the plan attached, situated in mauza.....(settlement No.....) in the.....tahsil of the district. Possession of the land hereby conveyed has been given to the purchaser.

The vendor expressly agrees that he will do all such further acts and thing as may be necessary and required for assuring the title and peaceable possession of the said land to and by the purchaser and for indemnifying him against all losses, damage, expenses, claims and liabilities whatsoever if any, which he may sustain, incur, pay or be put to by reason or in respect of the transfer of the said land which the vendor hereby declares is free from any encumbrances.

The schedule above referred to.

Detail's of description and boundaries of the land.

In witness whereof the vendor hereto has set his hand the day and year above written.

Witness.....

.....
Signature of the vendor

Witness.....

APPENDIX 2.25

(See paragraph 2.121 (3))

The Government Buildings Act, (No. IV of 1899) As Amended by the Devolution Act (No. XXXVIII of 1920)

1. An Act to provide for the exemption from the operation of municipal building laws of certain buildings and lands which are the property, or in the occupation, of the Government and situated within the limits of a municipality.

2. Whereas it is expedient to provide for the exemption from the operation of municipal building laws of certain buildings and lands which are the property, or in the occupation, of the Government and situated within the limits of a municipality.

It is hereby enacted as follows :-

* * * *

3. Nothing contained in any law or enactment for the time being in force to regulate the erection, re-erection, construction, alteration or maintenance of buildings within the limits of any municipality shall apply to any building used or required for the public service or for any public purpose, which is the property or in the occupation, of the Government, or which is to be erected on land which is the property, or in the occupation of the Government :

Provided that, where the erection, re-erection, construction or material structural alteration of any such building as aforesaid (not being a building connected with defence, or a building the plan or construction of which ought, in the opinion of the Government, to be treated as confidential or secret) is contemplated reasonable notice of the proposed work shall be given to the municipal authority before it is commenced.

APPENDIX 2.26

(See paragraph 2.133)

WORKS SLIP

Notes

1. A report on this form should be made by the E.E. to the S.E. immediately on its becoming apparent that, whether from excess of certain rates or from departure from a design or any other cause, the estimated cost of a work or sub-head of a work is likely to be exceeded.

..... Sub-Division

..... Division

Name of work

Month.....19.....

Name of Work -----

WORK SLIP

							Probable cost of work remaining to be done and value of works already done but not brought to account	Explanation for deviation excess, etc.	
As per estimate				As executed					
Sub-head	Quantity	Rate	cost	Quantity	Rate	Actual cost to date	Approximate quantity	Rate	Probable cost
		Rs.	Rs.		Rs.	Rs.		Rs.	Rs.

	Total of estimate								
	Add-suspense accounts								
	Materials								
	Contractors advance								
	Payments								
	Secured advance								
	Other transactions								
	Labourers		....						
	Total booked outlay up to date further expenditure as per entries (A) above		.....	Total charges against final heads.	.....	Probable further <u>expenditure (A)</u>			
	Deduct.---- suspense accounts recoverable		..... .....		..... .....	Remarks			
	Total anticipated expenditure on the work								

Work commenced in 19

D. A.

E. E.

Present state of progress in general terms

.....

Dated

Dated

Appendix 2.27

[see paragraph 2.176 (III)]

Detailed Completion Report

P.W. Account From 44

..... Division

Name of work

Amount of estimate Rs.

.....

Expenditure Rs.

.....

Excess

.....

..... Percentage of

excess.....

....

Date of commencement

.....

Date of completion

.....

Name of contract Agency :-

Name of engineers and subordinate by whom the work was supervised.

Name				Period of incumbency						
				From			To			
Explanation of Excess Name of work :- Major Head :- Minor Head :- Detail head of classification :- Reference to last schedule Docket submitted :- Authority :-										
As estimated				As executed			Differences			
Sub heads of estimate	Quantity	Rate	Amount Rs,	Quantity	Rate	Amount Rs.	Quantity	Rate	Amount Rs.	Reference to paragraphs overleaf explaining excesses.

Excess to be entered in red ink , and saving in black ink.

Dated the 19

D.A.

E. E. Division

APPENDIX 2.28

[See paragraph 2.176 (iv)]

P.W.A. Form No. 45

Completion Statement of Work and Repairs Completed During the Month of 19 . The Outlay on which has not been Recorded by Sub-heads and the Actual Expenditure on which is in Excess of the Sanctioned estimate by an Amount Greater than which the E.E. is Empowered to pass.

[illegible]

D. A.

Dated the 19

EE. Division

APPENDIX 2.29

[See Paragraph 2.178 (1) (E)]

Completion Certificate of Original Works

.....Division

Name of work

Authority

Estimate No.

Plan No.

Certified that the above mentioned work was completed on
.....and taken over on
..... and that I have satisfied myself to best of my
ability that the work has been done properly.

Date the 19

Departmental officer

Forwarded to

.....for signature and return, as this office No.
..... dated 19

Documents accompanying

E.E.

..... Division

Returned to the E.E. Division , duly
signed , with the above mentioned documents.

Departmental officer.

APPENDIX - 2.30

STATEMENT OF FINANCIAL AND MISCELLANEOUS POWERS EXERCISED BY OFFICERS OF THE W.D. IN RESPECT OF MATTERS OTHER THAN ESTABLISHMENT (PROPOSED PROVISION)

Item No.	Particulars	Powers of (in Rs.)				Authority	Remarks
		C.E.	S.E.	E.E.	S.D.O.		
1	2	3	4	5	6	7	8
1.	To accord administrative approval for survey & investigation of works/projects	Rs. 2.00 Lakhs.	Rs. 1.00 Lakhs.	Rs. 10,000	-	-	Note -1. Extension and improvements that can be foreseen must be considered together for a whole project at one time and the limits prescribed must not be applied to individual works forming part of a proposal. 2. Survey estimates shall not be split up into sub-estimates to avoid obtaining approval of competent authority.
2.	To accord administrative approval to estimates for the investigation of preliminary feasibility proposals for the improvement of existing works irrespective of what the cost of the work is likely to be.	Rs. 5,000	Rs. 1000	-	-	-	
3.	To accord administrative approval to estimates for works of modification, addition and alteration relating to Govt. buildings used as W.D. office, Store Godown, Rest house, inspection Bungalows.	Rs. 10,000	..	-	-	W.D.Mnl. Para 2.019	-

4.	To accord administrative approval to estimates for additions and alteration to residential buildings of W.D. intended for the occupation of the officials of the W.D.	Up to a limit of Rs. 10,000	-	-	-	-	Class of building should not change due to addition and alteration.
5.	To accord administrative approval to special repair works.	Rs. 1,00,00	Rs. 10,000	Rs. 500	-	-	-
	SANCTION TO ESTIMATES						
6.	To accord technical sanction to estimates for new works, including survey and investigation	Full Powers	Rs. 25.00 lakhs	Rs. 5.00 lakhs	Rs.5,000	-	If the amount of the estimate exceeds the amount for which administrative approval is given by more than 20% revised administrative approval must be obtained before the estimate is sanctioned.
7.	To, sanction the execution of deposit (contributory) work by W.D. The limits represent the cost of the work exclusive of the percentage charges.	Rs. 50,000	Rs. 20,000	Rs. 5,000	-	W.D. Mnl. Para 2.165	-
8.	To accord technical sanction estimates for ordinary repairs to building, roads, W.R.D. and PHE works.	-	-	Full Powers within his budget allotment	-	-	-
9.	To accord technical sanction estimates for special repairs to building, roads, irrigation and PHE works.	Full Powers	Rs. 2.00 Lakhs.	Upto Rs. 20,000	-	W.D. Mnl. Para 2.041 & 2.057	-

10.	To classify expenditure on minor additions and alterations to non-residential buildings/ external services as petty works expenditure and debit it to repairs.	..	Rs. 1,000	-	-	-	-
11.	To classify expenditure on minor additions and alterations to residential buildings as petty works expenditure and to debit it to repairs.	..	Upto Rs.400 in any one building in any one year provided that funds are available from the annual repairs grant.	..	..	..	..
12	To debit to "repairs" the cost of petty and miscellaneous items of work in respect of a road work.	Rs. 25,000 in any one case.	Rs. 10,000 in any one case.	Rs. 25,000 in any one case.	-	-	-
13	To sanction estimates for (ordinary tools and plants including mathematical instruments.	Full Powers	Rs.5.00 lakhs in a year	Rs.5,000 in year	..	-	For powers concerning machines See appendix 5.07
14	To sanction estimates for repairs to ordinary tools and plants including mathematical instruments.	Full Powers	Full Powers with in the budget provision for his circle.	Rs.5000 in a year	Rs. 100 in a year	-	-----do-----
15	To sanction the estimate for repair to tools and plants including mathematical instruments.	-	Full Powers with in the budget provision for his circle.	Rs. 10,000 in a year	..	..	-

16	To sanction estimates for office furniture for newly created office.	Full Powers as per scale/ amount fixed for his office.	Full Powers as per scale/ amount fixed for his office.	Full Powers as per scale/ amount fixed for his & SDO's offices.	Nil	-	Scale of furniture/ amount shall be fixed by the Government.
17	To sanction estimates for "Losses on stock" under the minor head civil works.	-	Rs.5.000	Rs.500	-	-	-
	Excess over Estimate						
18.	To pass excesses over estimate, after obtaining the revised administrative approval where necessary.	Full powers	1.Upto 10% in the case of estimates originally sanctioned by the C.E. Provided the amount of this excess does not exceed his powers of technical sanction. 2. Full powers in the case of other estimates; subject to the limits of his powers of technical Power to sanction an excess over any revised estimate originally or subsequently sanctioned by higher authority	1.Upto 10% in the case of estimates originally sanctioned by the C.E. Provided the amount of this excess does not exceed his powers of technical sanction. 2. Full powers in the case of other estimates; upto 10% in the case of estimates sanctioned by himself or lower authority provided the total outlay	-	W.D. Mnl. Para 2.176	-

			(3) No power to sanction excess over any revised estimate originally or subsequently sanctioned by higher authority.	does not exceed his powers of sanction. (3) No power to sanction an excess over any revised estimate originally sanctioned by himself of subsequently sanctioned by higher authority.			
19.	Powers to split up sanctioned estimate for purpose of calling tenders awards of contract to issue works orders, piece work etc.	Full powers for estimate sanctioned by him	Full powers for estimate sanctioned by him	Full powers for estimates sanctioned by	-	-	-
20.	To accept tenders for works.	..	..	..	..	..	As per W.D. Manual Para No. 2.086, 2.087 and 2.094
21.	To sanction the payment of lump-sum for any item of work	Full power	Upto Rs.1,000	Upto 200	..		NOTE:- 1.No lump-sum payment may be made for any item which is susceptible for measurement notwithstanding that such provision exists in the sanctioned estimate. 2.An S.E. an E.E. or an S.D.O. would not submit to the higher authority a tender which is within his power of acceptance but which contains one or more lump sum items the payment of which requires the sanction of a higher

							authority. In such case the S.E. or The E.E. may accept the tender but separate sanction of the competent authority should be obtained for payment of the lump-sum items.
22.	To accept contracts for plying ferries and tolls on bridges	-	Full powers	Upto and including Rs. 15,000			
23.	Power to award works on piece work agreement for the works taken up departmentally.	-	Rs.50,000	Rs. 10,000			NOTE:- 1.Unregistered contractors may be allowed to execute the works upto Rs.5,000 under this system. 2.Estimates sanctioned by the C.E. may be split up by the S.E. with the approval of former, and the E.E. may split up the estimate sanctioned by S.E. with the approval of latter.

NOTE :- Where ever the Post of Superintending Engineer does not exist, the Power of S.E. mentioned in above statement shall be exercised by the Chief Engineer.

APPENDIX - 2.31

(See Paragraph 2.006)

Powers of Technical Sanction in respect of Irrigation Works

S. No.	Particulars	Powers of				Remarks
		C.E.	S.E.	E.E.	A.E.	
1	2	3	4	5	6	7
1.	Design and estimate of Head works.	Full powers	Full powers in respect of projects with C.C.A. less than 1000 ha.	Full power in respect of projects with C.C.A. less than 200 ha.	..	
2.	Design and estimate of approach road and the structures there of.	Full powers	Full powers in respect of all minor Irrigation projects.	Full powers in respect of projects with C.C.A. less than 500 ha.	..	
3.	Estimates of residential and non- residential buildings of medium projects.	Full powers	Full powers	NIL	..	(1)the lay out of the colony must be got approved by the Town and Country Planning Department. (2)amount of the estimate should be limited to the provision of the 'K' buildings in the administrative approval of the project.
4.	Estimates of residential and non-residential buildings of minor schemes.	Full powers	Full powers provided the type designs are approved by the C.E.	Full powers provided the type designs are approved by the C.E.	..	---do---
5.	Design and estimates of structures of main canals.	Full powers	Full powers up to 10 cumecs capacity provided the cut off statement and canal alignment are approved by C.E.	Full powers up to 1 cumec capacity provided the design and estimates are based on typical designs and estimates approved by C.E.	..	
6.	Design and estimate of structures of main canals.	Full powers	Full powers up to 10 cumecs capacity provided the cut off statement and	Full powers up to 1 cumec capacity provided the designs and estimates are	..	

			canal alignment are approved by C.E.	based on typical designs and estimates approved by S.E.		
7.	Design and estimates of earth work of distributary and minors	Full powers	Full powers up to half cumec capacity.	Full powers to half cumec capacity.	..	
8.	Design and estimates of structures of distributaries and minors.	Full powers	Full powers up to 3 cumecs capacity.	Full powers up to half cumec capacity.	..	
9.	Earth work estimates of water courses and field channels.	Full powers	Full powers	Full powers	Full powers provided the lay out and typical estimate is approved by E.E.	
10.	Estimates of structures on water courses and field channels.	Full powers	Full powers	Full powers	Full powers provided the design and estimates are based on those of typical structures approved by E.E.	