

APPENDIX VII

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(See Chapter XII, paragraph 352)

*Rules for the Execution of Works on "Work Orders" in the
Irrigation Branch*

1. These rules apply only to all contracts and agreements not exceeding the sum of Rs.7,500 which can not be completed and settled up forthwith.

2. (a) No work shall be performed under any such contract or agreement, unless the conditions to be fulfilled are reduced to writing in English and signed by the contractor and the officer competent to enter into the contract or agreement.

(b) No authority lower than the officer-in-charge of a sub-division may enter into any contract or agreement for public works.

(c) When work has to be performed within 5 miles of the headquarters of a civil district where it is possible to call for tenders as laid down in paragraphs 360 to 364, Public Works Account Rules, the full instructions in those rules must be observed for all contracts exceeding Rs.1,000.

(d) For works other than those mentioned in sub-clause (c) above, where such formalities are difficult to carry out, it is left to the discretion of the officer entering into any contract not exceeding Rs.7,500 to follow or dispense with them as seems most suitable for the purpose of the work concerned.

(e) Contracts not exceeding Rs.7,500 should be drawn up on the prescribed work order form (form no. 10B appended) and clear instructions and specifications, signed by the divisional or sub-divisional officer and by the contractor, should be entered in English. These instructions and specifications must be precise as to what is to be done, the time to be allowed and the penalty which may be inflicted in case of failure. When the contractor does not understand English he should be supplied with a translation of the contract order, but he should be made to understand that Government will not be answerable for any inaccuracy in this translation.

3. For sums exceeding Rs.7,500 all contracts should be drawn up on form nos. 111 and 112 prescribed for the purpose and the full instructions laid down in Public Works Account Rules, must be strictly followed.

When, however, the urgency of a project requires the work to be commenced forthwith and before the tender and contract documents have been accepted by competent authority, the work may, for recorded reasons and under the written orders of the divisional officer, be started temporarily on a piece-work agreement prescribed for the purpose which should be immediately cancelled as soon as the proper contract bond is completed and signed. The sub-divisional officer and the divisional officer (except

in cases where the sub-divisional officer is empowered to deal with the contract finally) will be held personally responsible for getting the bonds completed and signed with the least possible delay.

General

4. No individual contractor may receive more than one contract at one time in connexion with the same work.

This, however, will not prevent a divisional or sub-divisional officer giving to the same contractor more than one contract in several sections of the same work in different localities (e.g., earthwork or silt clearance in different reaches of the same channel) or in connexion with different types of work (e.g., repairs to banks and masonry works under the annual repairs estimate).

Moreover, this restriction does not apply to entering into a supplementary contract to cover items of work inadvertently left out of the original contract or which could not be foreseen when the latter was drawn up. See also paragraph 369.

5. Divisional officers may accept tenders up to the limit of a sanctioned detailed estimate in cases where the conditions of contract in the printed form approved by the Local Government are sufficient and applicable. They may also delegate to sub-divisional officers selected by name the power to accept tender not exceeding Rs.5,000. An officer before accepting a tender or agreement must see that the total is within his powers of acceptance and, if not, he is responsible for forwarding the same to his superior officer for approval and signature. Special attention is invited to paragraphs 368 to 370.

6. Special attention is also invited to the first section of paragraph 367 and to the necessity of either enforcing penalty for failure to finish the work within the time-limit laid down in the contract or of getting proper sanction of competent authority in writing to its extension. In such cases where the sub-divisional officer accepted the contract, the power to extend the time-limit or enforce the penalty lies with him. In other cases sub-divisional officers should submit the case with their recommendations to the divisional officer for orders. The orders passed on the case, which should give the reason for the decision, should be filed with the contract documents.

Whenever it is necessary to extend the time-limit of a contract, an application in writing from the contractor should be obtained before the original time-limit expires, and this application with the orders of the divisional or sub-divisional officer noted thereon should be attached to the contract papers.

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FORM No. 10B

Work Order No.

Sub-Division

Division

MEMORANDUM OF AGREEMENT made the _____ day of _____
 between _____ son of _____ resident of _____

(Which expression where the context so admits includes his heirs, executors, administrators and permitted assigns) (hereinafter called "the contractors") of the one part AND the Governor of the United Provinces (which expression where the context so admits includes the successors and assigns) (hereinafter called "the Governor") of the other part;

WHEREBY the parties mutually agree with each other as follows :

1. In consideration of a sum to be calculated at the rates set forth in the Schedule hereto annexed which said sum the Governor hereby agrees to pay to the contractor within _____ months after the said contractor has completed the works set forth in the specification and special instructions hereto attached and to read as part of this agreement, the contractor hereby agrees that all the works shall be executed with great promptness, care and accuracy, in a workmanlike manner and shall be completed within _____ months from the date of these presents.

2. The contractor shall use materials of the best quality and shall take articles of Government stock after giving a due receipt and shall use them carefully.

3. If the Governor shall make the said contractor any payment on account during the execution of the said works he shall be entitled to deduct the same from such sum as is found to be payable to the contractor on completion of the works as aforesaid. From all bills for payment on account a deduction at the rate of 10 per cent. on their total value will be made, which deductions will be refunded to the contractor in the final payment to be made on the completion of the works as aforesaid.

4. If the _____ shall at any time during the progress of works be dissatisfied with the rate of progress or the quality of the materials that have been used or of the workmanship he the said _____ may without notice immediately determine this agreement and call in another contractor or employ daily labour to dismantle bad work if necessary and to renew and complete the said works and may pay the cost of such contractor or daily labour for such dismantling, renewing or completion out of such sums as are or would have been payable under this agreement to the contractors or the balance of that sum if payments on accounts of work done have been made to the contractor and if such cost be more than such sums or the balance of such sum the difference between it and the such sum or balance shall be a debt due from the contractor to the Governor and shall be recoverable as such.

5. If the contractor fails to complete as aforesaid the said works by the time fixed in this agreement for completion the Governor may deduct from the sum found to be payable under this agreement or the balance

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of the sum then unpaid the sum of Rs. _____ for every day that shall elapse between the day fixed for completion and the day of actual completion if action has not been taken under clause 4 hereof.

6. (1) The contractor will indemnify the Governor from all claims for injury caused to any person, whether a workman or not, while in or upon the works or the site of the same, and Governor shall not be bound to defend any claim brought under the Workmen's Compensation Act (VIII of 1923) or any of its subsequent amendments, unless the contractor makes a written request for the same and first deposits with the Governor a sum which the Governor deems sufficient to meet any liability which the Governor might incur by reason of defending any such claim.

(2) The Governor shall further be entitled to recover the amount so paid by way of compensation under the aforesaid Act or any part thereof by deducting the same from the security money deposited by the contractor or from any other sum due by him to the contractor under this agreement or on any other account whatsoever.

7. Notwithstanding anything stipulated in the aforesaid clauses, the Governor shall have power to retain any sum due to the contractor (s) and set off all claims against him (them) whether arising out of the particular contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

8. Every dispute, difference or question which may at any time, during the continuance of this agreement or after its termination from any cause whatsoever, arise between the parties hereto or any person claiming under them, touching or arising out or in respect of the same, or the subject-matter thereof shall be referred to the arbitration of the Executive Engineer of the _____ and the decision of the arbitrator shall be final and binding on the parties.

IN WITNESS WHEREOF

and _____ on behalf of the _____ Governor
and acting under his authority in this behalf have signed this deed here-
under on the dates mentioned under their respective signatures.

Signature of the contractor _____

Witness _____

Witness _____

Signed by _____ on behalf of the Governor
of the United Provinces.

Witness _____

Witness _____

_____ and special instructions
referred to.