

Final Document for the works under proposed water supply project under UIDSSMT of Multai

प्रश्न सं. [क. 4764]

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 in clause 5.

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 of the contract (except on account of causes mentioned in clause 13 or in consequence of not having proper instructions, for which the contractor(s) shall have duly applied), Chief Municipal Officer may give to the contractor(s) or his/their assignees or trustee, as the case may be, notice requiring the work to be proceeded with & in case of default on the part of the contractor(s) or his/their assignees or trustee for a total period of seven days, it shall be lawful for Chief Municipal Officer to enter upon and take possession of the work and employ any other person or persons to carry on and complete the same and to authorise him or them to use the plant, materials and property of the 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 Chief Municipal Officer by the contractor(s). Chief Municipal Officer shall be final authority to determine the amount spend to complete the unfinished work. The certificate of CHIEF MUNICIPAL OFFICER as to the value of the balance work done shall be final and conclusive against the contractor

15. The contractor(s) shall be paid the running payment according to the schedule of running payment agreed to at the time of award the contract on the completion of each calendar month commencing from the day of work order a sum of 90% of total value of work done.....since the last payment according to the certificate of Chief Municipal Officer when the works shall be completed. the contractor(s) is/are to be entitled to receive one moiety of the amount remaining due according to the best estimate of the same that can be made and the contractor(s) is/are to be entitled to receive the balance of all moneys due to or payable to him/them under or by virtue of the contract within twelve 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 Chief Municipal Officer at the time or subsequently to be the granting of any such certificate.
16. A certificate of Chief Municipal Officer or an award of the referee hereinafter referred to, as the case may be showing the final balance due to or payable to the contractor(s) it 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.

ARBITRATION CLAUSE

17. Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications design, drawings and instructions herein before mention and as to think whatsoever, in any way, arising out of or relating to the contract, design, drawings, specifications, estimates, concerning the works, or the excavation or failure to exclude the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the CHIEF MUNICIPAL OFFICER, MUNICIPAL COUNCIL, MULTAI shall give his written instructions and /or decisions within a period of 60 days of such request. This period can be extended by a 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 Chief Municipal Officer, MUNICIPAL COUNCIL, MULTAI fails to give his instructions or decisions in written within a period of 60 days or mutually agreed time after being requested or if the parties may within 60 days prefer and appeal to the Superintending Engineer Directorate Urban Administrative & Development Bhopal who shall afford an opportunities to the parties of being heard and to offer evidence in support of his appeal. The Superintending Engineer Directorate Urban Administrative & Development Bhopal will give his decision within 90 days. If any party is not satisfied with the decision of the Superintending Engineer Directorate Urban Administrative & Development Bhopal he can refer such

Municipal Council, Multai

अनुभाग अधिकारी

मध्य प्रदेश शासन

नगरीय विकास एवं पर्यावरण विभाग

M/S S. K. LOKHANDE

Partner

मुख्य नगर पालिका अधिकारी
नगरपालिका परिषद्, मुलताई

Nov 2012

उपयंत्री

नगरीय प्रशासन एवं विकास म.प्र.
भोपाल

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Tender Document for the works under proposed water supply project under UIDSSMT of Multai

dispute for arbitration to the M.P. Arbitrator Tribunal governed as per The MP Madhyastha Abhikaran Adhinyam, 1996

15. If at any time before or after the commencement of the work, MUNICIPAL COUNCIL, MULTAI shall for any reason whatsoever.

- a) Cause alternation, omissions or variations in the drawings and specifications involving any curtailment of the works as originally contemplated; or
- b) Not required the whole of work as specified 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 alternations, omissions or variations or in consequence of the full amount of the work not having been carried out.

The contractor(s) shall not be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagements or made any advance to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

Dated:.....2010

Signature of Contractor.

CHIEF MUNICIPAL OFFICER
MUNICIPAL COUNCIL, MULTAI

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