



## *Andhra Pradesh Forest Department Code - Vol - II - Appendix - 20*

### APPENDIX – 20

#### (Section 105)

#### Forest Department, Andhra Pradesh Schedule Contract)

Entered in to between \_\_\_\_\_ and the Divisional Forest Officer, \_\_\_\_\_ on behalf of Government of Andhra Pradesh.

I \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ do here by undertake to execute for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) all the work, namely \_\_\_\_\_ and supply such works and stores as detailed in the plans, estimates, specifications and schedules appended and subject to the conditions attached, also to complete and handover the same in a satisfactory and work man like manner to the Divisional Forest Officer or his authorised on or before the date of \_\_\_\_\_

Signed, sealed and delivered by the said \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

**Signature of Contractor,**

**Signature of Divisional**

**Forest Officer, \_\_\_\_\_ Division.**

**Witness: 1.**

**With**

**Addresses. 2.**

#### Conditions of a Scheduled Contract.

1. A bill will be submitted by the Contractor each month for all work executed or stores supplied in the previous months in accordance with the terms of the specifications and the Divisional Forest Officer will take the requisite measures for having the same tested and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. Fractions less than fifty paise in the total of the bill be disregarded an fifty paise and over will be taken as a whole rupee.
2. No work or stores will be paid for unless thoroughly good and fully in accordance with the specification and should, through inadvertence, bad work or stores be passed and paid for, it will nevertheless be perfectly competent for the Divisional Forest Officer to strike the same out of the account at any future time and recover the value at any date previous to, or at the time of granting final certificate.
3. The bill above allowed to will be submitted to exact accordance with the form supplied by Divisional Forest Officer and the rates at which the value of the work or stores is calculated will be those tendered for and accepted and entered in the attached schedule.
4. The contractor should keep a security deposit of the value of 20% of the work to be executed, in favour of Divisional Forest Officer.
5. The Divisional Forest Officer can draw whole or part of the security deposit for making good, bad or indifferent work on the part of the Contractor.
6. Similarly, should overpayments have been inadvertently made on the faith of the Contractor's bill, although checked by Divisional Forest Officer or his authorised representative, it will competent for the Divisional Forest Officer to recover the same from the security deposit.
7. The Contractor is bound to adopt any alteration or addition to the original design or specifications which the Divisional Forest Officer may direct in writing and execute the same at the same rates as the other portions of the work. He must also at once make good any work which may be pronounced bad or not in accordance with the specification.
8. Failing within ten days to confirm to instructions of the Divisional Forest Officer in either of the above cases, that officer has power to execute the work by any agency he may consider desirable at the risk and cost of the contractor, using, if necessary, plant or materials which may be collected at site, and paying for the same at his own valuation.

9. Should the Divisional Forest Officer consider that work, although not executed in strict accordance with the specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, and similarly in the case of inferior stores supplied, which though not to the quality required by the specification, may yet be passed, he is also empowered to pay for the same at such reduced rates as he may consider equitable.
10. The Contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work failing which the Divisional Forest Officer is empowered to supply such machinery of agency as he may think desirable at the cost of the Contractor.
11. Advances may be made to the Contractor to the extent of 80 percent of the value of all material (as assessed by the Divisional Forest Officer) deposited at site and mortgaged to Government, the amount of all such advances being recovered as the materials are from the bill for completed work subsequently submitted.
12. All rejected materials will at once be removed from site by the Contractor to such distance as he may be desired falling in which the Divisional Forest Officer is empowered, after giving ten days notice in writing to do so himself, recovering the cost of the same from the Contractor.
13. No unsightly pits, refuse, stores or other disfigurements will be allowed to remain in the neighborhood of any completed work, and if the Contractor is not complied with the instructions of the Division Forest Officer to rectify such defects, that officer may after ten days notice in writing take such measures for the their remedy as he may consider desirable, charging the cost of the same to the Contractor.
14. The Contractor is obliged to conform to all the legitimate instructions of the Divisional Forest Officer irrespective of the above conditions or such other matters as may effect the safety of the work, failing in which that officer is empowered, after giving ten days notice in writing, to take the work entirely into his own hands, declaring the contract cancelled and employing, if necessary, any material or plant belonging to the contractor which he may consider requisite, paying for the same at his own valuation.
15. The Divisional Forest Officer is similarly empowered to cancel the Contract if he considers that there has been unnecessary delay on the part of the Contractor in attending to or carrying out the instructions relative to the prosecution of the work or in supply of stores. In the event of Contract having to be cancelled through nonfulfilment of any of the conditions on the part of the contractor, the amount or so much thereof as may be necessary of security deposits shall remain the property of Government or towards satisfaction of any loss sustained by Government by reason of such breach of contract.
16. When two or more persons combine to take up a contract it will be absolutely necessary for them to appoint one person to be their accredited agent, and to give him powers of attorney to receive payments on account of the work contracts for and to grant receipts, the power of attorney to be filled in the office of Divisional Forest Officer. In the event of one or more of the partners in the contract wishing to withdraw his power-of-attorney and to transfer it to some other person, he or they must give one month notice of this in writing to the Divisional Forest Officer, who may on the receipt of such notice consider himself at liberty at any time within the month to declare the original contract null and void under the same conditions as for non-fulfilment of work, etc. and thereon i.e., after giving ten days notice in writing take over the work and materials on the part of the Government making such arrangements for its progress as provided in above conditions.
17. The final adjustment must be preceded by a through re-measurement of the whole work, which will be made by the Divisional Forest Officer or his authorised representative, and at which the contractor or his accredited agent must be present. For the purpose a written notice will be sent to him at least ten days before the date fixed for measurement. Should he not attend to this, the measurements will proceed without him and will be conclusively binding upon him.
18. The Contractor will provide, free of charge all labour and tools required for such examination of the work as the Divisional Forest Officer at any time consider desirable, falling which he may do at the contractor's cost, deducting the charges incurred from his bill.
19. When a dispute arises between the Divisional Forest Officer and contractor as to either quantity of the work performed, the matter will, at the requisition of the latter, be referred to the Conservator who shall be empowered to appoint an officer to measure and examine the work in the presence of the contractor, The contractor will be informed as indicated in condition No. 17, any objection to the measurements taken must be stated to the deputed officer at the time and a copy of the same in writing forwarded to him for submission with his report to Conservator at least within 24 hours.
20. The Contractor shall abide by the decision of the Divisional Forest Officer in the case of occurrence of any dispute or difference (other than that provided for by condition No 19) arising between him and the Divisional Forest Officer or any officer subordinate to him in regard to the Construction of any of the above condition or to any other question proceeding there from, and any and every such decision shall be final and conclusively binding on the Contractor.
21. On successful completion of the work assigned, the security deposit will be returned to the Contractor by the Divisional Forest Officer.