



## Andhra Pradesh Forest Department Code - Vol - II - Apendix - 21

### APPENDIX – 21

#### (Section 105)

#### Forest Department, Andhra Pradesh

#### Form for Lumpsum Contract

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

I, \_\_\_\_\_ Son of \_\_\_\_\_ resident of \_\_\_\_\_ do hereby under take to execute the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) all the work and supplies and such works and stores as detailed in the Plan, estimates specifications and schedules appended and subject to the conditions attached, also to complete and handover the same in a satisfactory and work manlike manner to the Divisional Forest Officer or his Authorised representative on or before the day of \_\_\_\_\_ in the year.

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

**Signature of**

**Contractor.**

**Signature of**

**Divisional Forest Officer.**

**Witnesses : 1.**

**With**

**Addresses. 2.**

#### CONDITIONS OF LUMPSUM CONTRACT:

1. A bill will be submitted by the contractor each month for all work executed in the previous month in accordance with the terms of the specification, 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.
2. No work will be paid for unless thoroughly good and fully in accordance with the specification, and should through inadvertence, bad work be passes and paid for, it will nevertheless be perfectly competent for the Divisional Forest Officer ti 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 the final certificate.
3. The bill above allowed to will be submitted in exact accordance with the form supplied by the Divisional Forest Officer, and the rates at which the value of the work is calculated will be those entered in the attached schedule of rates.
4. The Contractor shall keep 20% of the value of work as Security deposit in favour of Divisional Forest Officer for due compliance of the terms and conditions of the contract. The Divisional Forest Officer is fully empowered to forefeet all or portion, of the said security deposits as may be necessary of the security deposit for making good, bad or indifferent work, on the part of the Contractor.
5. Similarly, should overpayments have been inadvertently made on the faith of the Contractors Bill although checked by the Divisional Forest Officer or his authorised representative, will be competent for the Divisional Forest Officer to recover the same from the Contractor either by deducting the amount from any account subsequently tendered or from the security deposit.
6. The Contractor should adopt any alteration or addition to the original design 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 make good any work which may be pronounced bad or not in accordance with the specification.

7. Failing within ten days to confirm, to the 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, any plant, materials which may be collected at site and paying for the same at his own valuation.
8. Should the Divisional Forest Officer consider that work, although not executed in strict accordance with the specifications may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix.
9. The Contractor is bound to provide all requisite plant and agency for the execution of the work, failing in which the Divisional Forest Officer is empowered to supply such machinery or agency, as he may consider desirable at the cost of the Contractor.
10. All rejected materials will at once be removed from site by the Contractor to such distance as may be desired, failing 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.
11. No unsightly pits, refuse, stores or other disfigurements will be allowed to remain in the neighborhood of any completed work, and should the Contractor, not comply with instructions of Divisional Forest Officer, to rectify such defects, that Officer may, after 10 days notice in writing, take such measures for their remedy as he may consider desirable, charging the cost of the same to the Contractor.
12. The Contractor is obliged to confirm to all the legitimate instructions of the Divisional Forest Officer in respect 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.
13. The Divisional Forest Officer is similarly empowered to cancel the Contract should he consider that there has been unnecessary delay on the part of the Contractor attending to or carrying out the instructions relative to the prosecution of the work. In the event of the contract having been cancelled through non-fulfillment of any of the conditions on the part of the Contractor, the amount or so much thereof as may be necessary of the security deposit shall be and remains the property of the Government in or towards satisfaction of any loss sustained by Government by reason of such breach of Contract.
14. No portion of the security deposit can be demanded by the Contractor till such time as the Divisional Forest Officer grants a certificate or completion.
15. 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 contracted for and to grant receipts, this power of attorney should be filed in the office in Divisional Forest Officer. In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month notice in writing to Divisional Forest Officer, who may on the receipt of such notice; consider himself at liberty at any time within one month to declare the original contract null and void, under the same conditions as for non-fulfillment of work and thereon i.e., after giving ten days notice in writing, take over the work and materials on the part of Government, making such arrangements for its progress as provided supra.
16. The final adjustment must be preceded by a through re-measurement of the whole of the work performed, 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 this purpose, a written notice will be sent to him, atleast ten days before the date fixed for the measurement, if he doesn't attend to this, the measurement will proceed without him, and he will be conclusively bound thereby.
17. The contractor will furnish free of charge, all labour and tools required for such examination of the work as the Divisional Forest Officer, at any time. Considers desirable falling which he may do at the contractor's cost, deducting the charges incurred in the bill.
18. When a dispute arises between the Divisional Forest Officer and contractor as to either quantity or quality of any 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. Due notice as in condition No 16 will be given to the Contractor regarding the measurement. The Conservator may decide the case finally on the report furnished to him by the departmental officer deputed as above.
19. The Contractor shall abide by the decision of the Divisional Forest Officer in case of occurrence of any dispute or difference (other than that provide for in condition No 18) 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, and shall be not be subject to question or review upon any ground whatsoever.

### **THE SCHEDULE**

(Give details of the work as signed)

