

P.S. 68. Payments and certificates :—

Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Executive Engineer or by the sub-divisional officer. Within fourteen days of the date of each certificate, an intermediate payment will be made by the Executive Engineer or the sub-divisional officer of a sum equal to 92 ½ per cent (96 ½ % in the case of contractors who have lodged the standing security deposit of [Rs. 1,00,000) (Rs. 1-00 lakh)] of the value of work, as so certified and the balance of 7½ percent, (3½% in the case of contractors who have the standing security deposit) will be withheld and retained as a security for the due fulfilment of the contractor. Under the certificate to be issued by the Executive Engineer or the Sub-Divisional Officer on the completion of the entire works the contractor will receive

the final payment of all the moneys due or payable to him under or by virtue of the contractor except earnest money deposit retained as security and a sum equal to 2 ½ % of the total value of the work done, provided there is no recovery from or forfeiture by the contractor to be made under Clause 60. The amount withheld from the final bill will be retained under “deposits” and paid to the contractor together with the earnest money deposit retained as security after a period of six months as all defects shall have been made good according to the true intent and meaning thereof. However in the case of works like conveyance of materials, supply of materials, slit clearance where the fixation of observation period is not necessary, the deposit amount could be refunded after the work is completed in accordance with the terms of the agreement.

[Subs. by G.O.Ms.No. 471, Tr., Roads & Blds. (Cl) Dept., Dt. 7-10-1983]

No certificate of the Executive Engineer or the Sub-Divisional Officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contractor. The contractor, when applying for a certificate, shall prepare a sufficiently detailed bill, based on the original figures of quantities and rates in the contract (Schedule A) to the satisfaction of the Executive Engineer, to enable the Executive Engineer or the Sub-Divisional Officer to check the claim and issue the certificate. The certificate as to such of the claims mentioned in the application as are allowed by the Executive Engineer or the Sub-Divisional Officer shall be issued

within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

In calculating the amount of each item due to contractor in every bill submitted for payment under this contract, fractions of below five paise shall be omitted and five paise or over shall be reckoned as ten paise.

In calculating the total on each bill amounting to Rs. 25 or more under this contract, fractions of less than half rupee shall be disregarded and half a rupee and over shall be reckoned as one rupee.

[The above clause will not apply to contracts entered into for designing, manufacture, supply, erection, testing, etc. (mechanical contracts) where special conditions are incorporated providing for retention of 10% of the contract value for twelve months after

the payment upto 90% on erection and testing].

[Inserted by G.O.Ms.No. 416, T., R. & B. (C) Dept., Dt. 27-12-1980]