

**कार्यालय अधिशासी अभियन्ता,
नलकूप निर्माण खण्ड, आगरा।**

अति अल्प कालीन निविदा सूचना संख्या-12/अधि0अभि0/09-10

महामहिम राज्यपाल उत्तर प्रदेश की ओर से निम्नलिखित कार्य हेतु मुहरबन्द निविदायें वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक 16.03.2010 को अपरान्ह 3.00 बजे तक आमंत्रित की जाती है जो दिनांक 16.03.2010 को अपरान्ह 03.30 बजे अधिशासी अभियन्ता, नलकूप निर्माण खण्ड, आगरा के कक्ष में अधोहस्ताक्षरी अथवा नामित सहायक अभियन्ता व मुख्य अभियन्ता स्तर-2 द्वारा नामित अधिशासी अभियन्ता एवं खण्डीय लेखाधिकारी द्वारा खोली जायेगी। निविदा प्रपत्र दिनांक 12.03.2010 सांय 04.00 बजे तक किसी भी कार्य दिवस में अधिशासी अभियन्ता नलकूप खण्ड, आगरा, नलकूप खण्ड, फिरोजाबाद एवं नलकूप निर्माण खण्ड, आगरा के कार्यालयों में (1) पंजीकरण, (2) जिलाधिकारी द्वारा निर्गत चरित्र प्रमाण पत्र (I.D.T.-1), (3) हैसियत प्रमाण पत्र (I.D.T.-2) की मूल प्रतियाँ प्रस्तुत की जायेंगी तथा उनकी सत्यापित छायाप्रतियाँ भी ठेकेदार या उसके अधिकृत प्रतिनिधि द्वारा जमा की जायेगी। अधिकृत प्रतिनिधि को ठेकेदार द्वारा प्रदत्त अधिकार पत्र, जिसमें प्रतिनिधि का हस्ताक्षर प्रमाणित किया हुआ हो, भी जमा करने के पश्चात् निर्धारित मूल्य देकर प्राप्त किये जा सकते हैं।

धरोहर धनराशि एन0एस0सी0/एफ0डी0आर0 अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप जो कि अधिशासी अभियन्ता के पक्ष में बंधक होगी, जमा करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं की जायेगी। एक या समस्त निविदाओं को बिना कारण बताये निरस्त करने का पूर्ण अधिकार अधोहस्ताक्षरी को होगा।

प्रत्येक निविदादाता को:-

रु0 100.00 के नान-जुडिशियल स्टैम्प पेपर पर एक रूपये की रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि दरें 90 दिवस तक मान्य होगी इससे पहले निविदा आफर वापस लेने पर धनराशि ज्वल कर ली जायेगी। नियमानुसार देय वैट, आयकर, स्टैम्प ड्यूटी रायल्टी देनी होगी। अनुबंध के समय नियमानुसार स्टैम्प ड्यूटी तथा जमानत की 10 प्रतिशत अवशेष सिक्कोरिटी भी जमा करना होगा।

लॉट क्र0सं 0	कार्य का विवरण	कार्य की अनुमानित लागत (लाख रु0 में)	धरोहर धनराशि	कार्य को पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य (रु0 में)	पंजीकृत श्रेणी
1	राजकीय नलकूपों के पैक सामग्री के प्रयोजनार्थ भारतीय मानक 4097 ऑफ 1967 के मानको के अनुरूप लाल कुँआ उत्तरांचल खदान से प्राकृतिक रूप से प्राप्त ग्रेड ए वर्टिकल साईज 2.00 से 3.35 मिमी0की 800 घनमीटर बजरी की आपूर्ति नलकूप कालौनी परिसर/ रिग स्टोर शिकोहाबाद तक ढुलाई लोडिंग आनलोडिंग, स्क्रीनिंग, वाशिंग व चट्टा लगाई सहित आपूर्ति का कार्य।	800 घनमीटर	42000.00	10 दिवस	300.00 वैट अतिरिक्त	ए, एवं बी (सिविल) ए (यॉंत्रिक)
2	राजकीय नलकूपों के पैक सामग्री के प्रयोजनार्थ भारतीय मानक 4097 ऑफ 1967 के मानको के अनुरूप लाल कुँआ उत्तरांचल खदान से प्राकृतिक रूप से प्राप्त ग्रेड ए वर्टिकल साईज 2.00 से 3.35 मिमी0की 400 घनमीटर बजरी की आपूर्ति नलकूप कालौनी परिसर/ रिग स्टोर मैनपुरी तक ढुलाई लोडिंग आनलोडिंग, स्क्रीनिंग, वाशिंग व चट्टा लगाई सहित आपूर्ति का कार्य।	400 घनमीटर	20400.00	10 दिवस	225.00 वैट अतिरिक्त	ए, बी एवं सी (सिविल) ए (यॉंत्रिक)

नोट- 1-वैट के अतिरिक्त सभी कर ठेकेदार को वहन करने होंगे।(वाणिज्य एवं आयकर विभाग में रजिस्ट्रेशन आवश्यक)
2- उपरोक्त कार्य से सम्बन्धित निविदा प्रपत्र एवं नलकूप उपरोक्त कार्यालयों एवं वेबसाइट (<http://upgov.up.nic.in>), सिंचाई विभाग की वेबसाइट (www.idup.gov.in) एवं (www.nic.agra.in) से डाउन लोड की जा सकती है।

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2- यह निविदा सूचना वेबसाइट (<http://upgov.up.nic.in/infotech>) तथा सिंचाई विभाग की वेबसाइट (www.idup.gov.in) पर उलब्ध है। निविदा प्रपत्र सिंचाई विभाग के वेबसाइट (www.idup.gov.in) से भी डाउनलोड की जा सकती है किन्तु इसकी लागत सम्बन्धित अधिशासी अभियन्ता के नाम रा टीय बैंक से निर्गत ड्राफ्ट के रूप में निविदा प्रपत्र के साथ IDT-1, IDT-2, IDT-3 व अन्य प्रपत्र/अभिलेखों के साथ संलग्न किया जाना अनिवार्य होगा। वेबसाइट से डाइंग उपलब्ध न हो सकने की स्थिति में वे सम्बन्धित अधिशासी अभियन्ता/अधीक्षण अभियन्ता के कार्यालय से डाइंग आदि प्राप्त कर सकेंगे। वेबसाइट से डाउन लोड कर प्राप्त किये गये निविदा प्रपत्र और

सम्बन्धित अधिशासी अभियन्ता/अधीक्षण अभियन्ता के कार्यालयों में बिक्री के लिये उपलब्ध निविदा प्रपत्र में यदि कोई भिन्नता हो तो इन कार्यालयों में उपलब्ध निविदा प्रपत्र ही मान्य होगा।

3. कोई भी निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।
4. राज्यवार कौंसिल में पंजीकृत कोई भी अधिबक्ता निविदा प्रक्रिया में भाग न ले सकेगा। अनुबन्ध / पट्टा गठित होने के बाद भी यदि उक्त तथ्य संज्ञान में आता है तो समाधान एवं संतुष्टि की दशा में ऐसे अनुबन्ध / पट्टे को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर तत्काल निरस्त कर दिया जायेगा।
5. एक निविदादाता केवल एक ही निविदा खरीद व डाल सकेगा।
6. यदि कोई भी निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबंध करने हेतु सक्षम प्राधिकारी पर दबाव / असम्यक असर डालता है, तो प्रश्नगत निविदादाता के न्यूनतम बोली की स्थिति में भी उसकी निविदा निरस्त की जा सकती है।
7. यह संज्ञान में आने पर कि कोई निविदादाता द्वारा किसी अन्य सम्भावित निविदादाता को उसे निविदा प्रक्रिया में भाग लेने एवं निविदा डालने से रोका गया हो या धमकी दी गई हो तो ऐसे ठेकेदार के साथ यदि अनुबंध हो भी गया हो, तो उसके साथ किया गया अनुबंध निरस्त किया जा सकता है।
8. निविदा प्रपत्र रजिस्टर्ड डाक/मान्यता प्राप्त कोरियर के माध्यम से क्रय / जमा करने के इच्छुक पंजीकृत ठेकेदारों द्वारा निविदा प्रपत्र का मूल्य भेजकर प्राप्त कर सकेंगे तथा प्रत्येक प्रकार से पूर्ण व सीलड निविदा को इसी प्रकार रजिस्टर्ड डाक/मान्यता प्राप्त कोरियर सेवा द्वारा खण्डीय लेखाकार/ कैंशियर को उनके हस्ताक्षर प्राप्त कराके (निविदा प्राप्त होने के प्रमाणक में) प्राप्त करायी जायेगी, जो प्राप्त निविदाओं को तत्काल एक रजिस्टर में पंजीकृत करेंगे, जिसमें निविदा प्राप्ति का समय व दिनांक आदि अंकित करके सम्बन्धित उपखण्डीय/खण्डीय अधिकारी को समय से सूचित करेंगे ताकि अन्य निविदाओं के साथ इस प्रकार प्राप्त निविदाओं को भी निविदा खुलने के पूर्व निविदा बॉक्स में डाला जा सके। प्रतिबन्ध यह रहेगा कि रजिस्टर्ड डाक / मान्यता प्राप्त कोरियर सेवा द्वारा कार्यालय को प्रेषित निविदायें, निविदा प्राप्त करने की निर्धारित अन्तिम तिथि से एक कार्यदिवस पूर्व तक ही प्राप्त की जायेगी। रजिस्टर्ड डाक/मान्यता प्राप्त कोरियर सेवा के विलम्ब के कारण यदि कोई निविदा विलम्ब से प्राप्त होता है तो उसका उत्तरदायित्व विभाग का नहीं होगा।
9. विशिष्ट परिस्थितियों में निविदा जमा/खोलने का स्थान में यदि कोई परिवर्तन होता है तो उसकी सूचना, निविदा जमा होने के तीन दिवस पूर्व नलकूप निर्माण खण्ड, आगरा के कार्यालय के सूचना पट पर प्रदर्शित कर दी जायेगी।
10. चरित्र प्रमाण पत्र, हैसियत प्रमाण पत्र व स्वघोषणा प्रमाण पत्र के फर्जी या गलत पाये जाने पर निविदा निरस्त कर दिये जायेंगे तथा सम्बन्धित ठेकेदार का नाम इस कारण तत्काल संविदा काली सूची में दर्ज कर दिया जायेगा।
11. प्राप्त सभी निविदा प्रपत्रों में पहले यह परीक्षण किया जायेगा कि निविदादाता ने **IDT-1, IDT-2, IDT-3** तथा निर्धारित प्रतिभूति धनराशि ठीक ठीक उपलब्ध करायी है या नहीं। इनमें किसी प्रकार की कमी या असन्तोषजनक होने की स्थिति में निविदादाता द्वारा दी गयी दरें तुलनात्मक विवरण में अंकित नहीं की जायेगी।

Additional conditions to be made part of the General Condition of Contract

1. **If any person whosoever is found actively associated with mafia and unsocial elements or engaged in organised crime or is a Mafia or Mafioso is disqualified from bidding .**
2. **Even if it comes to knowledge after award of a contract that the contractor is associated with mafia and unsocial elements or engaged in organized crime or is a Mafia or Mafioso, the contract will be cancelled after serving a show cause notice and if the contractor is found repeating the same, then the proceeding of black listing him shall also be initiated.**
3. **If it is found that the contractor or the bidder has threatened the other bidders or prevented them from bidding the tender/ contract will be cancelled.**
4. **Any advocate registered in state bar council will not be authorized for bidding. If it comes in knowledge that contractor is a state bar council registered advocate, the contract will be cancelled after having been satisfied of this fact.**

अधिशासी अभियन्ता,
नलकूप निर्माण खण्ड, आगरा।

Bill of quantity

Short term Tender Notice No.- 12/09-10/E.E. Dt. 05.03.2010 (Lot No.1)

Date of Opening. 16.03.2010

Name of work. Supply of pea gravel

Sl.No.	Description of work	Quantity	Unit	Tender Rate/ Unit	
				In figures	In words
1	राजकीय नलकूपों के पैक सामग्री के प्रयोजनार्थ भारतीय मानक 4097 ऑफ 1967 के मानको के अनुरूप लाल कुँआ उत्तरांचल खदान से प्राकृतिक रूप से प्राप्त ग्रेड ए वर्टिकल साईज 2.00 से 3.35 मिमी0 की 800 घनमीटर बजरी की आपूर्ति नलकूप कालौनी परिसर/ रिग स्टोर शिकोहाबाद तक दुलाई लोडिंग आनलोडिंग, स्क्रीनिंग, वािंग व चट्टा लगाई सहित आपूर्ति का कार्य। नोट- वैट के अतिरिक्त सभी कर ठेकेदार को वहन करने होंगे।	800 M ³	M ³		

**Executive Engineer,
Tubewell Construction Div.,Agra.**

Signature of Contractor

Bill of quantity

Short term Tender Notice No.- 12/09-10/E.E. Dt. 05.03.2010 (Lot No.2)

Date of Opening. 16.03.2010

Name of work. Supply of pea gravel

Sl.No.	Description of work	Quantity	Unit	Tender Rate/ Unit	
				In figures	In words

1	राजकीय नलकूपों के पैक सामग्री के प्रयोजनार्थ भारतीय मानक 4097 ऑफ 1967 के मानको के अनुरूप लाल कुँआ उत्तरांचल खदान से प्राकृतिक रूप से प्राप्त ग्रेड ए वर्टिकल साईज 2.00 से 3.35 मिमी0 की 400 घनमीटर बजरी की आपूर्ति नलकूप कालौनी परिसर/रिंग स्टोर मैनपुरी तक दुलाई लोडिंग आनलोडिंग, स्क्रीनिंग, वािंग व चट्टा लगाई सहित आपूर्ति का कार्य। नोट- वैट के अतिरिक्त सभी कर ठेकेदार को वहन करने होंगे।	400 M ³	M ³		
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**Executive Engineer,
Tubewell Construction Div.,Agra.**

Signature of Contractor

सामान्य नियम एवं शर्तें

1. फर्म/ठेकेदार को निविदा देने से पूर्व कार्यस्थल एवं अन्य परिस्थितियों से स्वयं अवगत हो जाना चाहिए। निविदा खुलने पर यह समझा जायेगा कि फर्म/ठेकेदार कार्य एवं अन्य परिस्थितियों से पूर्णतया अवगत है।
2. फर्म/ठेकेदार को अपनी लागत पर टी0एण्ड पी0 एवं श्रमिकों की व्यवस्था करनी होगी।
3. विभाग द्वारा निर्गत सामान आदि की सुरक्षा व्यवस्था फर्म/ठेकेदार को अपनी जिम्मेदारी पर करनी होगी।
4. निविदित दरें निविदा खुलने के दिनांक से 90 दिन तक मान्य होंगी।
5. निविदा दो लिफाफे में ली जायेगी। लिफाफा नं0-1 से निविदा प्रपत्र, मात्रा बीजक, अनुभव प्रमाण पत्र (यदि कोई हो) आदि, जिसके ऊपर निविदा प्रपत्र लिखा हो तथा लिफाफा नं0-2 में धरोहर धनराशि एवं जनरल स्टाम्प प्रपत्र जिसके ऊपर धरोहर धनराशि लिखा हो अलग-अलग रखे जाने चाहिए। लिफाफा पर लाट सं0 एवं कार्य का नाम अवश्य लिखा होना चाहिए। पहले लिफाफा नं0 2 खोला जायेगा। यदि उसमें वांछित धरोहर धनराशि होगी तब लिफाफा नं0-1 खोला जायेगा। बिना धरोहर धनराशि के निविदा नहीं खोली जायेगी।
6. स्माल स्केल इण्डस्ट्रीज के अन्तर्गत पंजीकृत फर्म एवं बेरोजगार इंजीनियरों को भी धरोहर धनराशि जमा करनी होगी।
7. बिना कारण बताये अधोहस्ताक्षरी को किसी निविदा को पूर्ण अथवा आंशिक रूप से अस्वीकार करने का पूर्ण अधिकार सुरक्षित होगा।
8. सशर्त एवं अधूरी निविदायें स्वीकार नहीं की जायेगी।
9. फर्म/ठेकेदार को कार्यालय में दिये गये पते में किये गये परिवर्तन पर तुरन्त विशेषज्ञ दूत द्वारा सूचित करना होगा। समस्त पत्र व्यवहार कार्यालय में दिये गये पते पर ही किये जायेंगे। जिसके प्राप्त करने हेतु फर्म को उचित व्यवस्था करनी होगी।

10. निविदा स्वीकृत होने पर अनुबन्ध के पूर्व फर्म/ठेकेदार को कुल लागत मूल्य की 10 प्रतिशत जमानत धनराशि जमा करनी होगी। जिसमें निविदा की धरोहर धनराशि भी सम्मिलित रहेगी। जमानत धनराशि जमा न होने पर स्वीकृति निरस्त करके पूर्व में जमा धरोहर धनराशि जब्त कर ली जायेगी।
11. इंजीनियर इन्चार्ज एवं विभागीय अधिकारियों द्वारा कार्य/मैटेरियल का निरीक्षण समय-समय पर किया जाता रहेगा। किसी प्रकार का दोष होने पर फर्म/ठेकेदार को अपनी लागत पवर सुधार करना होगा या बदलना होगा।
12. सामान्य परिस्थितियों में समय बृद्धि स्वीकार्य नहीं होगी।
13. प्राविधिक सम्प्रीक्षा, कोण्ट (टी0ए0सी0) द्वारा कार्य सम्पादित होते रहने की अवधि में अथवा कार्य सम्पादित हो जाने के बाद जो सुधार अथवा कटौती प्रस्तावित की जायेगी उसके लिये फर्म/ठेकेदार को बाध्य होना होगा कि वह अपनी लागत पर सुधार करें अन्यथा प्रस्तावित कटौती उसके बिल/जमानत धनराशि या धरोहर धनराशि से कर ली जायेगी।
14. फर्म/ठेकेदार के बिल से 2.24 प्रतिशत नियमानुसार आयकर तथा नियमानुसार बिक्रीकर की कटौती कर ली जायेगी।
15. अनुबन्ध के अन्तर्गत जमा सी.डी.आर./एफ.डी.आर. या अन्य प्रारूप में जमा धनराशि पर रू0 70.00 प्रति हजार की दर तथा उसके ऊपर रू0 500.00 या इसकी पार्ट धनराशि पर रू0 35.00 की दर से कोर्ट स्टाम्प देना होगा। जो अनुबन्ध के साथ नत्थी होगा। नगद जमा की गई जमानत पर रू0 135.00 प्रति हजार तथा रू0 500.00 या इसकी पार्ट धनराशि पर रू0 70.00 की दर से कोर्ट स्टाम्प की वसूली की जायेगी।
16. विभाग द्वारा मॉगे गये आवश्यक प्रपत्र एवं दिये गये समय के अन्दर अनुबन्ध पर हस्ताक्षर न करने पर धरोहर धनराशि जब्त कर ली जायेगी।
17. फर्म/ठेकेदार द्वारा कार्य में प्रयोग किये जाने वाले मैटेरियल को इंजीनियर इन्चार्ज से निरीक्षण कराने के उपरान्त प्रयोग में लाना होगा।
18. पूर्व जमा की गयी एफ0डी0आर0/सी0डी0आर0/एन0ए0सी0 आदि धरोहर धनराशि के रूप में निविदा के साथ मान्य नहीं होगी। नई धरोहर धनराशि लिफाफा नं0 2 में प्रस्तुत करनी होगी।
19. निविदा दरें ़ाबदों एवं अंकों में स्पष्ट रूप से लिखा होना चाहिये।
20. कार्य सन्तोाजनक होने पर ही किये गये कार्य का भुगतान किया जायेगा।

निविदा हेतु तकनीकी एवं विशिष्ट ़ातें

1. बजरी की आपूर्ति भारतीय मानक के अनुसार होनी चाहिए।
2. बजरी की आपूर्ति घनत्व 2ण5 से कर्म नहीं होना चाहिए।
3. निविदा में दी जाने वाली दर में रायल्टी तथा अन्य टैक्स, खदान से अनलॉडिंग स्थान तक परिवहन व्यय, बजरी की छनाई धुलाई, चट्टा लगाने के कार्य का व्यय सम्मिलित होगा।
4. खदान से गंतव्य स्थान तक पहुँचने हेतु रास्ते में जा भी व्यय होंगे उनका भुगतान फर्म को स्वयं ही करना होगा। इस मद में विभाग द्वारा कोई भुगतान नहीं किया जायेगा।
5. बजरी के चट्टे के बाद 3.00ग3.00 ग0.67 मीटर साईज के लगाने होंगे।
6. यातायात की सुविधा विभाग द्वारा उपलब्ध नहीं कराई जायेगी।
7. पी0 ग्रेविल स्वीकार करते समय 16 कुन्तल भार को एक घनमीटर के समतुल्य माना जावेगा। कार्य स्थल पर पी ग्रेविल की वास्तविक माप और बजन द्वारा निकाली गई माप में कोई भिन्नता पाई जाती है तो फर्म/ठेकेदार को न्यूनतम भार का ही भुगतान किया जायेगा। बढ़ी हुई मात्रा बजरी राजकीय सम्पत्ति मानी जायेगी जिसका भुगतान नहीं किया जायेगा।
8. पी ग्रेविल की छनाई 19 एस0डब्लू0जी0 के तार से बनी जाली जिसमें लम्बाई में 1 इंच में मात्र 5 सुराख तथा लम्बाई में 9 सुराखों की छलनी में छानकर चट्टे लगाने होंगे।
9. यदि किसी बिन्दु पर विवाद उत्पन्न होता है तो विभागीय अधिकारी का ही निर्णय मान्य होगा।
10. समय-समय पर जो भी विभागीय आदेश होंगे वह मान्य करने होंगे।
11. अन्तर्राज्यीय व सीमा ़ुल्क एवं बन विभाग के टैक्स एवं अन्य किसी भी प्रकार के टैक्स की फर्म/ठेकेदार द्वारा बैच रसीद प्रस्तुत करनी होगी।
12. खदान व गन्तव्य स्थानों पर खाली व भरे ढकों की धर्म कॉटे की तौल की रसीद, ट्रांसपोर्ट कम्पनी की रसीद, वैट की रसीद भुगतान के समय इन्चार्ज अवर अभियन्ता को अभिलेखाकृत करने हेतु प्रेषित करना होगा।
13. फर्म द्वारा जो दरें अंकित की जायेगी, उनमें वैट के अतिरिक्त किसी प्रकार के अन्य सभी टैक्स सम्मिलित माने जायेंगे। अर्थात् प्रथक से कोई टैक्स देय नहीं होगा।

आगरा।

अधिशाली अभियन्ता,
नलकूप निर्माण खण्ड,

I.D FORM NO. 111

CONDITION OF CONTRACT

Further deposit

Clause1 – The person or person whose tender is accepted (herein after called the “Contractor”) shall within one week after his or their to tender has been accepted, deposit with the Government of Uttar Pradesh (herein after called the “Government”) either in cash or in securities as provided in paragraph 614 and 615 of the Financial Hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupeesand where any security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realised without the or assistance of the contractor. The contractor shall also permit Government at the time of making any payment to him for work done under the contract to deduct percent of all money so payable on account of security deposit until deduction along with the sum already deposited as earnest money to be adjusted in the last deductions will amount:-

Deduction from
payment

- i) In the case of works estimated to cost upto Rs. 1,00,000/- to 10 % of the estimated cost.
- ii) In the case of works estimated to cost more than Rs. 1,00,000/- & upto Rs. 2,00,000/- to 10 % on the first Rs. 10,000/- & 7½ % on the balance and,
- iii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10 % on the first Rs. 1,00,000/- , 7½ % on the next Rs. 1,00,000/- and 5 % on the balance unless he is/they are exempted from payment of security deposit if individual case or has/have deposited the out of the security at the rate of fixed Deposit or Guarantee Bonds of any scheduled Bank in India.

(G.O. No. 5479/Sa Kha/81 – 23 1 -3/81/ N- 79 Dt. 5-1-82)

Security deposit

If the security is furnished in the form of guarantee bonds the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension if any, and failure on his part to do so shall be construed as a breach of his contract and without prejudice to any other remedy provided in these conditions the Engineer in-charge shall have right to withheld the payment and the entire security amount any moneys becoming payable to the contractor or the amount of security money shall if not withheld on account of breach of contract it be refunded after months of the date of completion of the work or after payment of the final bill which ever is later subject to the condition that in case of the building work of the first rainy season comprising of months of June , July, August and September is not fully covered within the period of month mentioned above the amount of security money will not be with held on account of breach of contract be refunded after the expiry of the first rainy season comprising of the months mentioned above or after the payment of the final bill which ever is later.

Provided that in case the payment of the final bill is not made within months of the completion of the work 75% of the amount of the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of the Government.

All compensation or other sums of money payable by the contractor may be deducted from or realised by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government or on account whatsoever and the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sums which may have been deducted from or raised by sale of security deposit or any part there of.

Without prejudice to any other remedy provided by law the Government may recover all dues hereunder from the contractor as arrears of land revenue (G.O. No. A -2-2242/X-83-17-(5)/71Dt. 23-12-83.)

EXPLANATION:- For the purpose of this clause if the work is under this contract includes construction, reconstruction or repair of any structure having roof over it, the whole work will be classed as building work.

Clause 2-A- Time is the essence to the contract. The contractor shall commence and shall complete the work covered by the tender on the dates fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work up to the schedule of quantities and dates shown in the Progress Statement to be signed by the contractor and attached to the tender. If the work falls in arrears of the Progress Statement either in quantity or in time, then for every day that the work is so in arrears the contractor shall be liable to pay as compensation an amount equal to one percent or. Such smaller amount as the Executive Engineer (whose decision in writing shall be final) may decide, on the estimated cost of the whole work: Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent of the estimated cost of the work as shown in the tender.

Compensation for delay

[Clause 2-B: To be used instead of 2-A when the letter is from the nature of work impracticable.]

[Clause 2-B: To be used instead of 2-A when the latter is failed to complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day the work remains uncommenced, or unfinished after the proper dates. And further, in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity (as the Engineer may determine) of the whole of the work

before one-fourth of the whole-time allowed under the contract elapsed; one half of the value or quantity (as the Engineer may determine) of the work-before one-half of such time has elapsed; and three-fourths of the value or quantity (as the Engineer may determine) of this work before three-fourths of such time has elapsed. If the contractor fails to comply with this condition he shall be liable to pay as compensation as amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for the every day that the quantity of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

Action by which whole of security deposit is forfeited

Clause 3 – (i) In any case in which under any clause or clause of his contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Engineer shall have power to adopt such of the following courses as he may deem best.

(a) He may rescind the contract by giving the contractor notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's security deposit for the use Government as compensation for the loss caused by the contractor's default.

(b) He may, after giving the contractor.....day's notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work so taken over assessment of the compensation to be paid by the contractor. If any work is taken over by theEngineer the certificate in writing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contractor.

(c) He may, after giving the contractor..... day's notice in writing of his intention to do so, measure up the work done by the contractor, take the work out of his hands and give a contract for its completion to another contractor and may postpone till the completion of the work the assessment of the compensation to be paid by the original contractor. If the..... Engineer elects to give the completion of the work to another contractor the original contractor shall pay any expenses which may be incurred in excess of the sum which would have been paid to him if the whole work had been carried out by him; and a certificate in writing of the Executive Engineer or of the Sub-Divisional Officer shall be final and conclusive as against the original contractor as to the amount of any such expenses.

(ii) If the..... Engineer does not desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract; and shall not be entitled to recover or be paid or be giving credit for any sum for any work therefore actually performed by him under this contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under his order shall have certified in writing the performance of such work and the value thereof the contractor shall have only be entitled to be paid the value as so certified.

(iii) If upon any occasion the..... Engineer abstains from exercising the powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again makes default; nor shall such abstention absolve the contractor from liability to pay compensation for any default which he may have made.

Contractor remains liable to pay compensation if action not taken under clause 3	<p>Clause 4 – If the..... Engineer exercise any of the powers given to him by clause 3 he may, if he so desires take possession of all or any of tools, plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and pay or allow the contractor for the same at the contract rate, or in the case of these not being applicable, at current market rates to be certified by the Executive Engineer, whose certificate thereof shall be final, and if the..... Engineer dose not desire to do so, the work's foreman or other authorized agent, required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and if the contractor fails to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense and at his risk in all respects, by auction or private sale and the amount or the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.</p>
Powers to take possession of or require removal of or sell contractor's plant.	
Extension of time	<p>Clause 5 – If the contractor desires an extension of the time for completion of the work on the ground of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the..... Engineer within 30 days the existence of such hindrance first becomes known to the.....Engineer shall if in his opinion (which shall be final) reasonable grounds be shown there for, authorize such extension of time as may, in his opinion be necessary or proper.</p>
Final certificates	<p>Clause 6 – On completion of the work the contractor shall send a registered notice to the Sub-Divisional official (hereafter called Engineer-in-charge) giving the date of completion and also send a copy of such notice to the Executive Engineer, and shall request the Engineer-in-charge to give him a certificate of completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood-work, door, windows walls floor or other part of any building in, upon and about which the work has been executed or of which he may have had possession for the purpose of execution there of, and , if the contractor fails to do so on or before the date fixed for completion of work the Engineer-in-charge may do so, and may sell such scaffolding and materials as have not been removed by the contractor and the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-charge, whose measurements shall be binding and conclusive against the contractor.</p>
Payment on intermediate certificate to be regarded as advances.	<p>Clause 7- In the case of work estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payment will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Executive Engineer or Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge's certificate of the measurement and or the total amount payable for the work shall be final and binding on all parties.</p>
Inability to complete the work	<p>Clause 8- If the contractor abandones, or is unable to complete the work, the Engineer may certify in writing the value of the work done by the contractor to wards the completion of the contract. Such a certificate shall be final and conclusive against the contractor and he will not be paid more than the value of such work as so certified irrespective of the contract rates.</p>
Lump sum in estimates.	<p>Clause 9- When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work</p>

involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurements in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.

Bills to be submitted monthly.

Clause 10- Every month on or before a date to fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the previous month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor's bill and adjusting his claim as speedily as possible. If the contractor does not submit his bill within the time so fixed, the Engineer-in-charge may after giving the contractor day's notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-charge to draw up, a bill based on such measurements and any bill so drawn up shall be binding on the contractor. If the contractor fails to attend when such measurement are taken, such measurements shall be binding on him, and if he attends but refuses to sign the list of measurement the matter shall be referred to immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bills to be on printed forms.

Clause 11- The contractor shall submit, all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all items in such bills shall be charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Stores supplied by Government.

Clause 12- If the specification or the estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged there for as hereinafter mentioned being so far as practicable and for the convenience of the contractor specified in the schedule hereto annexed but not so as in any way to control the meaning or effect of this contract), the contractor shall be supplied with such materials and stores as may from time be required by him for purpose of the contract but only for such purpose and he shall pay for the same at the rates specified in the said schedule or if no rates are specified at cost price as defined in clause 13 thereof.

All material so supplied to the contractor will become the property of the contractor, but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer, except with the written permission of the Executive Engineer, and shall at all times be open to inspection by the Execution Engineer, shall, however, have the option to take over any such materials, if unused at the time of completion or termination of the contract at the specified issue rate, or the current market rates whichever is less.

Clause 13 - All articles required by the contractor for the construction of the work and which be contractor is to supply himself, shall be obtained by the contractor from the firms which the Director of Industries has made arrangements and if for the supply of any articles no such arrangements have been made, any such articles supplied by the contractor shall conform 10 such specifications and/or tests, if any, as may be prescribed by the Director of Industries in consultation with the consuming department.

Stores imported from Europe to be obtained from Government

Clause 14 - The contractor shall obtain from the stores of the Engineer-in-charge, all such imported stores or materials as may be required in any considerable quantity for the work or' any part thereof or for making up articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at the cost price, which for the purposes of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery for the

Work to be executed in accordance with specification, drawing orders, etc.	same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if he asked for any excess of those entered in the schedule. In such cases the price charged will be the stock rate or the market rate whichever is greater.
Alterations, specification and designs	Clause 15 - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and the contractor shall be entitled to inspect the same during office hours and may at his own expense have copies of the specifications, and of all such designs, drawings and instructions as aforesaid made for his own use.
Do not invalidate contract.	Clause 16 - The Engineer-in-charge shall have power to make such alteration or additions to, the original specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which, may be given to him in writing signed by the Engineer-in-Charge, and such alteration shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.
Extension in time in consequence of alterations.	The time for completion of the work shall be extended in the proportion that additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. If the additional work includes any items for which no rate is specified hereunder, then the contractor shall carry out the work at the rate entered in the schedule of Rates of the District but if the schedule does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract, and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-charge may by a notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of a dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.
Rate for additional works not in estimate or schedule of rate of the district.	If the additional work includes any items for which no rate is specified hereunder, then the contractor shall carry out the work at the rate entered in the schedule of Rates of the District but if the schedule does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract, and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-charge may by a notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of a dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.
No compensation or alternation in or restriction of work to be carried out.	Clause 17 - The Executive Engineer acting on the written orders of his immediate superior may at any time by notice in writing to the contractor either stop the work all together or reduce it or cut it down. If the work is stopped altogether, the contractor will only be paid for work done and expenses legitimately incurred by him on or preparation for the execution of the work is stopped the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work, is cut down the contractor will be paid for the work as so cut down but in neither case will he be paid any compensation whatsoever for the loss of profit which he might have made if he had been allowed to complete all the work included in the tender.
Action and compensation payable in case of hand work.	Clause 18 - If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may notwithstanding that such work materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remedy such defects or to replace such materials or articles within a specified period of time.
Works to be open to inspection.	If the contractor fails to comply in all respects with the requirements of any such notice within ten days after the expiration of the period specified in that notice, the Engineer-in-charge may himself remedy such defects, or as the case may be replace such materials or articles, and contractor shall pay all expenses incurred by the Engineer-in-charge in so doing and the certificate in writing of the Engineer-in-charge as to the amount of any such expenses shall be final and binding upon the contractor. Clause 19 - All works under or in course of execution or executed purpose of the contract shall at all times be open for inspection and supervision by the Engineer charge and his

subordinates and the contractor shall at all times during the usual working hours, and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as order given to the contractor himself.

Clause 19 - A - No labourer below the age of 12 years Shall be employed on the work.

Clause 19 - B - The contractor shall pay to his labourers a fair wage.

Clause 19 - C - The contractor before h~ commences work Shall (a) post in conspicuous place on the work a notice giving the rates of wages have been certified as fair by the Executive Engineer, and (b) Send the copy of the notice to the Executive Engineer.

Clause 19 - D - The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in State of Uttar Pradesh including the minimum wages Act or any enactment in super session, extension or modification thereof which may be passed at any time or from time to time by a competitive legislative body and may have effect in the State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and roles shall be borne by the contractor, and the contractor shall neither demand nor claim shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or roles have changed basis on which he worked out such expenses while submitting his tender.

In every case in which by which of the provisions of the labour laws in force in the State of Uttar Pradesh and the' roles and regulations made there under, the Government is obliged to pay any sum in the execution of the work. Government will recover from the contractor the amount so paid; and without prejudice to other rights of the Government, the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

Contractor or responsible agent to be present.

Clause 20 - In order that the work may be measured and the correct dimensions thereon taken, the contractor shall not cover up any part of the same or otherwise place it beyond reach of measurement until he has either obtained the consent in writing of the Engineer-in-charge or his subordinate -in-charge of the work or until he has given to the Engineer-in-charge or such subordinate five day's notice in writing that the work is ready for measurement. If the contractor covers up any work or places it beyond reach of the measurement without such consent and before the expiration of the period of such notice, the contractor shall either, as he may elect strip such work at his own expense in order that it may be measured or shall forfeit the price of such work and of the materials used in its construction.* Vide G.O. no. 1381-IBD-50/XXIII-IB-89-B-W, dated May 26, 1950.

Notice to be given before work is covered up.

Clause 21 - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Direction of work.

Clause 22 - Except where otherwise specified in the contract the decision of the Engineer for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meeting of the specifications, designs, drawings and instructions hereinbefore mentioned. The decision of such Engineer as to the quality of workmanship or materials used on the work, or as to any other question. Claim, right matter or thing whatsoever in any way arising out of or relating to the contract design, drawing, specification, estimates, instructions, order of these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the

Decision of Engineer to be final, contractor liable for damages done and for imperfections for three months for certificate

Contractor to supply plant, ladder, scaffolding, etc.

And liable for damages arising from non-provision light, fencing, etc.

Female labour not to be employed.
Work not to sub-let

Contractor may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sum payable by way of compensation to be considered as reasonable compensation

Changes in constitution of firm.

contract by the contractor, shall also be final and conclusive and binding on the contractor.

Clause 23 - If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of the Executive Engineer shall be final the contractor shall at his own expense make good such damage or in default the Engineer-in-charge may cause the same to be made good and the contractor shall pay any expense so incurred and the certificate of the Engineer-in-charge as to the amount of such expenses shall be final and binding on the contractor.

Clause 24 - The contractor shall supply at his own cost all materials (except such, special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliance, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original. Altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require and shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workmen with the means and materials necessary for the purpose of setting out of works and for counting weighing and assisting in the measurement or examination of the work or materials at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and shall also pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any Such person.

Clause 25 - The contractor shall not employ female labour in the execution of the work or any part thereof within the limits of a cantonment.

Clause 26 - The contractor shall not assign or sub-let the contract without the written approval of the Engineer and if she contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors, or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of the Government in any way relating to his office or employments, or if any such officer or shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the Government, the Engineer may thereupon by notice in writing rescind the contract. and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contract had been rescinded under clause 2 here or, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

Clause 27 - Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the act or default in respect of which the same becomes payable without proof of the actual amount of damage or loss sustained.

Clause 28 - In the case of a tender by partners, the contractor shall state the name of the members of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Action where no specification.	Clause 29 - In the a case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with the district specification, and if there is no district specification, the work shall be carried out in all respects in accordance with instructions and requirements of the Engineer-in-charge.
Definition of work.	Clause 30 - In these conditions unless there is something in the subject or context repugnant to such an interpretation , the expression 'works' mean the work to be done or executed under the contract or whether such work is permanent or temporary and whether it is original, altered, substituted or additional.
Contractor's percentage wheter applied to net gross amount of bills. (Strike out this clause in the case of an item rate contract.)	Clause 31 - The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross, and not the net amounts of the bills for the work done,
Compensation of workmen.	<p>Clause 32 - (1) In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act. 1932, Government is obliged to pay compensation to a workman employed by the contractor or by any sub-contractor from him in execution of the work Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by the Government to the contractor whether under this contract or otherwise.</p> <p>(2) Government shall not be bound to contest any claim made against it under section 12. sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in consequence of contesting the claim.</p>
	Clause 33 - Notwithstanding anything stipulated m the aforesaid clauses. Government 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.
	Clause 34 - All disputes in respect of this contract arising between Contractor and the Department will be put to the Superintending Engineer and his decision shall be final and legally binding on both parties.
	Clause 35 - Quantities are liable to variation on other sides without entitling the contractor to compensation on his account.
	Clause 36 - Contractor shall himself make proper living accommodation water and sanitary arrangement etc. for labour which ordinarily should be arranged through Employment Exchange will give preference Exservicemen. He will have to remove any undesirable if order by the department.
	Clause 37 - Claims not preferred within 48 hours of occurrence are liable to be rejected.
	Clause 38 - No extra payment shall be made to the contractor for making profits and namusa in connection with the executing of work as per G.O. No. 355-3 B/6 XXIII-IB II dated 22-6-66.
	Clause 39 - During the course of construction if any emergency is forwarded due to any clause or claim of work the contractor shall send a registered notice to the Executive Engineer in charge within a fortnight of the origin of the claims. If he fails to do so on if he postpones of such claims till the completion of works he will be entitled to on compensation.
	Clause 40 - The contractor shall not influence the workman directly or indirect labour borne on the Muster Ron or by any other contractor by paying higher wages or providing extra facilities without the permission of the Executive Engineer and if does so contrary to the above will be responsible for the loss or damage caused or claimed by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both parties.
	Clause 41 - This agreement is subject to the standard specifications the clearance of size

shall be done by contractor at his own expenses.

Clause 42 - Income tax at the rate of 2% shall be deducted from the bill in terms of sub section (i) section 194 (o) of Income Tax Act XVI of 1972.

For Family Planning
Purpose in contract

Clause 43 -The contractor agrees to perssuade all his labour and other Employees including casual labour employed by him to adopt family planning teorhnics (including voseetomo and tubectomy) on lines with policies and programme announced by the State Government from time to time in relation to the State Government from time to time in relation to the State Government so far as may be applicable and to furnish to Engineer in charge monthly report in this behalf.(G. O. No. 5032176-23CE/1975-76 Dated at Sept. 1976)

Schedule showing (approximate) material to be supplied from Public Works Store for works contracted to be executed and the rates at which they are to be charged for, vide clause 12 of Conditions :

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Signature of contractor.

Signature of Sub-Divisional Officer/
Executive Engineer

PUBLIC WORKS DEPARTMENT, UTTAR PRADESH

TUBEWELL CONSTRUCTION DIVISION, AGRA.

ITEMS OF PERCENTAGE RATE-TENDER OF CONTRACTORS

Name of Work

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE

OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of

Sub-Divisional Officer

and signed by the

Executive Engineer

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specifications, schedule of quantities of various items of works and a form of the printed conditions of contract together with the form of tender to be used, signed for the purpose of identification

Sub-Divisional Officer

by the and approved by the authority competent to make the contract shall be

Executive Engineer

available for public inspection at the office of

Sub-Divisional Officer

the during the office hours.

Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of-attorney authorizing him to do so.

3. Receipt for payments made on account of work when executed by a firm must also be signed by the several, partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderers which propose any alteration in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have th- name of the work to which they refer written outside the envelope.

5. (1) The Executive Engineer or his duly authorised -assistant will open tender In the presence of any intending contractors who may be present at the time and will enter the amounts of several tenders in a comparative statements in a suitable form. In the event of a tenedr being accepted, a receipt for the earnest money forwarded herewith shall there upon be given to the contractor, who shall thereupon for the purpose of identification, sign copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(2) When tenders are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for orders. The earnest money if in currency notes shall be credited in the cash-book and paid into the Treasury, a receipt in account form no. 3 being given to the party tendering. If earnest money is preferred in any of the securities specified in rule 9, shall be entered in the register of securities. Account forms 85 and 86. Earnest money received in currency notes shall be returned to unsuccessful tenderers as soon as their tenders are rejected the usual stamp receipt being taken.

6. The accepting authority shall have the right of rejecting all or any of the tenders.

7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to

Sub-Divisional Officer

the and the contractor shall be responsible for seeing that he peocures a receipt signed

Executive Engineer

Sub-Divisional Officer

by the

Executive Engineer.

8. The memorandum of work tendered for shall be filled in and completed in the office of

Sub-Divisional Officer

the before the tender form is issued.

Executive Engineer

9. The amount of the earnest money should ordinarily be Rs.

(a) When the amount of the tender not exceed Rs. 2,000 50

(b) When exceeding Rs. 2,000 and not exceeding Rs. 5000 100

(c) When exceeding Rs. 5000 and not exceeding Rs. 10,000 200

(d) For each additional Rs. 5,000 or portion of Rs. 5,000 a further sum of 100

Such earnest money shall be deposited by the contractor in Government Treasury or sub-treasury as laid down in paragraphs 340 (b) (1), 344 and 345 (b) of the Financial Handbook, Volume V Par I Account Rules and receipted treasury challan attached to the tender.

Note : The Officer calling for tender may, in special cases where it would be inconvenient for tenderers to deposit money into Government treasury, relax the rule, and permit contractors to deposit earnest money with him in cash or currency notes upto a limit of Rs. 100 instead of into a treasury. Such deposit should be treated as "Public Works Department Deposit".

TENDER FOR WORKS

"I" or "We"

*Hereby tender for the execution for the governor or Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in the memorandum at the rate specified therein, and in accordance in all respects, with the specification, designs, drawings and instructions in writing referred to in rule 1 hereof and in clause 2 of the conditions of contract and with such materials as are provided for by and in other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) General description

(b) Estimated cost Rs.

(c) Estimated cost Rs.

(d) Time allowed for the work from date of written order to

Commence

Months

Item No.	Item of work	Approximate number of quantity	Unit	Per	Rate			
					(e) Tendered		(f) in words	
					(e) Sanctioned			
					(f) In figure			
Rs.	P.							

(a) If several sub-work are included they should be detailed in a separate list.
 (b) Vide Rule 9 one page 9.

(e) Stride out the alternative and attach signature to it.

N.B. – (When tenders are to be submitted at a percentage above or below the rate in the sectioned estimate the information in all the columns should be filled by the sub-divisional Officer/Executive Engineer).
 2. In the case of words when contractors are required to quote their own rates for the different items of works the column (f) should be left blank for tenders to fill in.

* "I" or "We" tender at per cent above the rates entered above

*Strike out the alternative and attach signature to it + or * tender at the above rates.

Should this tender be accepted * hereby agreed to abide by and fulfill all term and provisions of the conditions of contract annexed to the approved set of contract documents, or in default thereof forfeit and pay to Governor of Uttar Pradesh or his successor-in-office the sums of money mentioned in the said conditions.

* * Give particulars and number The sum of Rs. ** is herewith forwarded in currency notes as earnest money the full value of which shall be retained by Government on account of the security deposit specified in clause I of the conditions of contract.

Dated the day of19

* Signature of witness to contractor' signature ** Signature of contractor before submission of tender

Witness Address Occupation

* Here enter "Recommended" or "Non Recommended" * Signature

Date Sub-Divisional Officer Sub-Division

* Signature Date Executive Engineer Division

* Signature and official designation of he accepting authority Date Superintending Engineer Circle

Irrigation Works

The above tender is hereby me on behalf if the Governor of Uttar Pradesh.

Dated the day of 19

