

प्रेषक,

अधिकाशासी अभियन्ता
बाढ खण्ड, बरेली।

सेवा में,

निदेशक,
सूचना एवं जनसम्पर्क विभाग,
उ0प्र0, लखनऊ।

पत्रांक — /बाखंब/टेण्डर बरेली /दिनांक /2017
विषय— ई-टेण्डरिंग के माध्यम से कराये जाने वाले कार्यों की निविदा सूचना सं0-04/
बाखंब/17-18 के प्रकाशन के सम्बन्ध में।

महोदय,

ई-टेण्डरिंग के माध्यम से कराये जाने वाले कार्यों की निविदा सूचना सं0-04/बाखंब
/2017-18 की 6 प्रतियां संलग्न कर इस अनुरोध के साथ प्रेषित है कि इनका प्रकाशन हिन्दी एवं
अंग्रेजी के राज्य स्तर/राष्ट्रीय स्तर के समाचार पत्रों में यथाशीघ्र प्रकाशित कराने की कृपा करें।

संलग्नक— उपरोक्तानुसार

(6प्रतियां सी0डी0 सहित)

भवदीय

अधिकाशासी अभियन्ता
बाढ खण्ड, बरेली

पत्रांक — /बाखंब/दिनांक— /2017

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1— मुख्य अभियन्ता (पूर्वीगंगा), सिं0वि0, उ0प्र0 सिविल लाइन्स, मुरादाबाद।
- 2— अधीक्षण अभियन्ता बाढ कार्य मण्डल बरेली।
- 3— अधीक्षण अभियन्ता, कम्प्यूटर केन्द्र, कार्यालय प्रमुख अभियन्ता, सिंचाई विभाग उ0प्र0, लखनऊ को सी0डी0 सहित।
- 4— जिलाधिकारी, बरेली।
- 5— मुख्य विकास अधिकारी, बरेली।
- 6— वरिष्ठ पुलिस अधीक्षक, बरेली।
- 7— अधिकाशासी अभियन्ता, बाढ खण्ड, बदायूँ/बदायूँ सिंचाई परियोजना निर्माण खण्ड, बदायूँ/
बरेली/रुहेलखण्ड नहर खण्ड बरेली/सिंचाई खण्ड बरेली/हैड वर्क्स खण्ड शारदा नहर
बरेली।
- 8— समस्त सहायक अभियन्ता, बाढ खण्ड, बरेली।
- 9— प्रभागीय लेखाधिकारी, बाढ खण्ड, बरेली।
- 10— नोटिस बोर्ड।

अधिकाशासी अभियन्ता
बाढ खण्ड, बरेली

**कार्यालय अधिशासी अभियन्ता
बाढ़ खण्ड, बरेली**

ई-टेंडरिंग के माध्यम से कराये जाने वाले कार्यों की निविदा सूचना संख्या-04/बाखंब/2017-18

महामहिम राज्यपाल, महोदय उत्तर प्रदेश की ओर से जनपद बरेली व बदायूँ में अरिल नदी व पीलिया नदी के सर्वेक्षण के निम्नलिखित कार्यों हेतु ऑनलाईन <http://etender.up.nic.in> के माध्यम से फाईनेन्शियल बिड सर्वेक्षण कार्य में दक्ष एवं अनुभव रखने वाली संस्थानों से दिनांक 21.07.2017 को अपराह्न 12.00 बजे तक आमंत्रित की जाती है, जो अधिशासी अभियन्ता, बाढ़ खण्ड बरेली के कार्यालय में दिनांक 22.07.2017 को पूर्वान्ह 11.00 बजे ऑनलाईन खोली जायेंगी। ई-निविदा दिनांक 16.07.2017 से 9.00 बजे पूर्वान्ह से डाउनलोड/अपलोड किया जा सकता है। कार्यालय बन्द होने अथवा छुट्टी होने की दशा में यह निविदा अगले कार्य दिवस में उसी समय खोली जायेगी। यह ई-निविदा/बिड सूचना उ0प्र0 सरकार की वेबसाईट <http://etender.up.nic.in>, सूचना विभाग की वेबसाईट <http://information.up.nic.in> तथा सिंचाई की वेबसाईट www.idup.gov.in पर उपलब्ध है।

क्र० सं० /लॉट सं०	कार्य का विवरण	कार्य की अनुमानित लागत (लाख रू० में)	धरोहर धनराशि (लाख रू० में)	कार्य को पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य+व्यापार कर (रू० में)	पंजीकृत श्रेणी
1	2	3	4	5	6	7
1.	Detailed Survey of Aril river in Bareilly & Badaun Distt. & Piliya river with Total Station Survey including making L-Section showing levels at every 200M and X-Section of the river at every 200M interval with levels both side upto 200M.	10.50	1.05	30 दिन	1000.00 (वैट एवं स्टेशनरी चार्ज सहित)	सर्वेक्षण कार्य हेतु रजिस्टर्ड

- 1- यह निविदा सूचना एवं प्रपत्र वेबसाईट <http://etender.up.nic.in> पर उपलब्ध है। निविदा प्रपत्र के साथ फर्म का रजिस्ट्रेशन पत्र एवं कराये गये कार्यों का अनुभव प्रमाण पत्र की स्कैन्ड प्रति वेबसाईट पर अपलोड करना अनिवार्य होगा।
- 2- फाईनेन्शियल बिडिंग परिणाम ऑनलाईन होगा।
- 3- निविदा बिड की विस्तृत शर्तें निविदा/बिड प्रपत्र के साथ उपलब्ध होगी।
- 4- निविदादाता को यू0पी0इलेक्ट्रानिक्स कारपोरेशन लिमिटेड लखनऊ में ई-टेंडर में पंजीकृत होना अनिवार्य है।
- 5- उक्त कार्य की निविदा के साथ निविदा प्रपत्र का गैर वापसी शुल्क (जैसा कि उक्ल कॉलम 07 में दर्शाया गया है) जोकि डिमान्ड ड्राफ्ट के रूप में अधिशासी अभियन्ता, बाढ़ खण्ड बरेली को देय होगा तथा धरोहर धनराशि राष्ट्रीयकृत बैंक के द्वारा निर्गत केवल एफ0डी0आर0 के रूप में जो अधिशासी अभियन्ता, बाढ़ खण्ड बरेली के नाम में बंधक हो, की स्कैन्ड कापी आनलाईन अपलोड करना अनिवार्य होगा एवं दिनांक 21.07.2017 को सांय 4:00 बजे तक मूल प्रति स्वयं व्यक्तिगत अथवा रजिस्टर्ड डाक से उपलब्ध कराना अनिवार्य होगा, अन्यथा निविदा स्वीकार नहीं की जायेगी।
- 6- एक निविदादाता केवल एक ही निविदा खरीद व डाल सकेगा।
- 7- सशर्त निविदा मान्य नहीं होगी।
- 8- निविदा के साथ रू०-100.00 के नॉन जूडीशियल स्टाम्प पर रू० 1.00 का रसीदी टिकट लगाकर हस्ताक्षर सहित निविदा की वैधता 3 माह तक बनाये रखने की घोषणा करनी होगी।

- 9— अनुबन्ध के समय नियमानुसार वांछित जमानत राशि एवं स्टाम्प आदि जमा करने होंगे।
- 10— कोई भी निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- 11— आयकर, लेवर सेस, रायल्टी एवं समय-समय पर शासन द्वारा निर्धारित अन्य समस्त कटौतियां नियमानुसार बीजक से की जायेगी एवं व्यापार कर की कटौती विभागीय निर्गत सामग्री की कटौती के पश्चात प्राप्त धनराशि से की जायेगी। विभागीय निर्गत सामग्री के मूल्य पर व्यापार कर की कटौती नहीं की जायेगी।
- 12— राज्य बार कौंसिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेगा। अनुबन्ध गठित होने के बाद भी यदि ऐसा प्रकरण संज्ञान में आता है तो सकारण आदेश प्रख्यापित कर प्रस्ताव/अनुबंध तत्काल निरस्त कर दिया जायेगा।
- 13— यदि कोई भी निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबन्ध करने हेतु सक्षम प्राधिकारी पर दबाब/असम्यक असर डालता है तो प्रश्नगत निविदादाता के न्यूनतम बोली की स्थिति में भी उसकी निविदा निरस्त की जा सकती है।
- 14— यह संज्ञान में आने पर कि किसी निविदादाता द्वारा किसी अन्य सम्भावित निविदादाता को निविदा प्रक्रिया में भाग लेने एवं निविदा डालने से रोका गया हो या धमकी दी गयी हो तो ऐसे ठेकेदार के साथ यदि अनुबन्ध हो भी गया हो तो उसके साथ किया गया अनुबन्ध निरस्त किया जा सकता है।
- 15— विशिष्ट परिस्थितियों में निविदा जमा/खोलने के स्थान में यदि कोई परिवर्तन होता है तो उसकी सूचना अधीक्षण अभियन्ता, बाढ़ खण्ड, बरेली के सूचना पट पर चस्पा कर दी जायेगी।
- 16— स्वघोषणा प्रमाण-पत्र के फर्जी व गलत पाये जाने पर निविदा निरस्त कर दी जायेगी तथा सम्बन्धित ठेकेदार का नाम इस कारण तत्काल काली सूची में दर्ज करा दिया जायेगा।
- 17— कार्य स्थल की स्थिति के अनुसार कार्य की मात्राएं घटायी व बढ़ायी जा सकती हैं। जिसके लिए सम्बन्धित ठेकेदार को कोई क्लेम मान्य नहीं होगा।
- 18— उपरोक्त कार्य विषम भौगोलिक परिस्थिति में किये जाने हैं। निविदा क्रय करने/डालने से पूर्व कार्य स्थल को भली-भाँति देख लें।
- 19— निविदादाता द्वारा विभागीय लागत से कम लागत की निविदा डालने की दशा में शासनादेश सं0-622/23-12-2012-2आडिट/08 टी0सी0-02 दिनांक 08.06.2012 के अनुसार विभागीय लागत से 10% कम (Below) दर तक 0.50% प्रति 1% कम दर पर तथा 10% के अधिक कम (Below) दर पर 1% प्रति 1% कम दर पर सिक्वोरिटी/परफार्मेंस गारन्टी ली जायेगी। अतिरिक्त धरोहर राशि जमा करने के उपरान्त ही अनुबन्ध गठित किया जायेगा। निविदादाता द्वारा उक्त धनराशि जमा न किये जाने पर उसकी धरोहर धनराशि जब्त कर ली जायेगी।
- 20— निविदादाता के द्वारा यदि कार्यो को ससमय पूर्ण नहीं किया जाता है तो उस दशा में उसके द्वारा किया गया कोई भी क्लेम मान्य नहीं होगा तथा इस स्थिति में उसके साथ गठित अनुबन्ध को निरस्त कर अन्तमीकरण कर दिया जायेगा।
- 21— निविदा प्रकाशन एवं निविदा विक्रय के बिल आफ क्वान्टिटी में यदि कोई भिन्नता पायी जाती है तो निविदा विक्रय के समय जो बिल आफ क्वान्टिटी उपलब्ध करायी जायेगी वही मान्य होगी।

FLOOD DIVISION, BAREILLY

Name of Work- Detailed Survey of Aril river & Piliya river in Distt. Bareilly & Badaun with Total Station Survey including making L-Section showing levels at every 200M and X-Section of the river at every 200M interval with levels both side upto 200M.

TENDER NOTICE NO.04/E.E./2017-18

SCHEDULE 'B' BILL OF QUANTITY

S. No	Item of work	Unit	Approx Qty	Tender Rates	
				In Figure	In words
1	2	3	4	5	6
1.	Total Station Method Survey of Aril river & Piliya river including making L-Section showing levels at every 200M and X-Section of the river at every 200M interval with levels both side upto 200M.	Km	125.00		

- Note**
1. Total quantities in Schedule 'B' are approximate and may vary. The contractor shall not be entitled to any claim due to change of quantities of various items of work.
 2. If the quantity of work items of be executed vary on account of changes in design, drawing or any other reason, a cost comparative statement shall be prepared for finally executed quantities based on the rate of various tenders received. The amount of final payment to the contractor shall not exceed the amount of first lowest thus calculated in the comparative statement. Excess amount, if any, shall be recovered from the contractor.

EXECUTIVE ENGINEER

CONTRACTOR

SCHEDULE – D

SCHEDULE OF HIRING OF EQUIPMENT BY CONTRACTOR

No equipment shall be provided by the Department.

CONDITION OF CONTRACT

(G.O. No. 5479/Sa.Kha. /81-23-1-3/81 N-79 Date 25- 11-12)

CLAUSE 1. FURTHER DEPOSIT -

The person or persons whose tender is accepted (here in after called the contractor) shall within one week after his or their tender has been accepted deposited with the Government of Uttar Pradesh (here in after called the "Government") either in cash or in securities as provided in paragraphs 614 and 615 of the Financial Hand Book Volume VI, Such sum as will earnest money deposit with the tender of rupees.

DEDUCTION FROM PAYMENT:

And 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 consent 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 a deduct 10% of all money so payable account of security deposit until such deduction along with sum already deposited as earnest money to be adjusted in the last deductions will amount.

- (i) In the case of work estimated to cost upto Rs. 1,00,000.00 to 10% of the estimated cost.
- (ii) In the case of work estimated to cost upto Rs. 1,00,000.00 and upto 2,00,000.00 to 10% on the first 1,00,00.00 and 7.5% on the balance, and Security Deposit.
- (iii) In the case of work estimated to cost more then Rs. 2,00,000.00 to 10% on the first 1,00,00.00 and 7.5% on the nexy Rs. 1,00,000.00 and 5% on the balance unless he is/they are exempted from payment of security deposit, individual cases or has/ been deposited the amount of the security at the rates mentioned above in the case or in the form of Government Securities of Fixed Deposite Receipts or Gurantee Bonds of any Sheduled Bank of India.

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 of failure on his parts to do so shall be considered as a breach of this contract as a extension if any and a failure on his part to do sp shall be considered as a breach of this contract and without prejudice to any other remedy provided in these conditions the Engineer-in-Charge shall have right to with held payment and deduct the entire security amount from any money becoming payable to the contractor. The amount of the security money shall if not with held on account of breach of contract be refunded after 6 month of the date of completion of work or after payment of final which ever is later, subject to the condition that in case of building work of the first rains season comprising of months of June, August & September is not fully covered with in the period of 6 months mentioned above, the amount of security money if not withheld on account breach of contract be refunded after the expiry of the first rainy season comprising of the months mentioned above or the payment of the final bill which ever is later.

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

All compensation or other sums of money payable by the contractor to government under the terms of this contract may be deducted from or realized by the sale of a sufficient part of his security deposit or from the interest accruing therefrom or from any sums which may be due to become due or may become due to the contractor by Government or on any account whatsoever and in the event of his security deposit being after made good in cash or Government securities endorsed as aforesaid any sum or sums which may have deducted from or raised by sale of his security deposit or any part thereof.

CLAUSE - 2 (A) Time is the ressence of the contract. The contractor shall commence and shall complete the work covered by the tender, on dates fixed by the Engineer for the commencement and completion of such work and in the interval between those date keep the work up to the schedule of quantities and date shown in the progress statement to be signed by the contractor and attached to the tender if the work fails in arrears the progress statement in quantity or in time than everyday to or such smaller amount as the Engineer (whose decision in Writing shall be finally) may decide on the estimated cost of whole work provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten present of the estimated cost of the work as shown in the tender.

CLAUSE 2 [B](i)

To be used instead of the letter is from the nature of the works impracticable

CLAUSE 2 [B](ii) COMPENSATION FOR DELAY:

Time is the essence of the contract. The contractor shall commence and shall not 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 times during such period proceed with 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 that the work remains uncondensed or unfurnished after the proper date. 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 for any work exceed on month to complete on fourth of the value or quantities (is the Engineer may determine) of the whole of work before one half one fourth of the whole time allowed under the contract has 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- fourth of time has elapse. If the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent of 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 everyday that the quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not ten percent on the estimated cost of the work as shown in the tender.

CLAUSE 3 (1) Action by which whole security deposit is forfeited:

If any case in which under any clause this contract the contractor shall have rendered him self liable to pay compensation 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 days notice of recession signed by the Engineer and may then take the whole of the contractor's securities deposit for the use of Government as compensation for the loss caused by the contractor's default.
 - (b) He may, after giving contractor days notice in writing of his intention to do so measure up the work done by the contractor & then employ and any labours and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with actual cost 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 so taken over by the Engineer the certificate in writing of the Engineer or of the as to its cost and value be final and conclusive against the contractor.
 - (c) He may after giving the contractor days notice in writing of his intention to do so measure up the work done by the contractor and taken the work out of his hands and give a contract for its completion to another contractor and may postpone till 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 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 Engineer or of by the the shall be final and conclusive as against the original contractor as to the amount of any such expenses.
- (2) If the Engineer does not desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered in to any engagements or made any advances or account of with a view to the execution of the work or the performance of the contract, and shall not be entitled to recover or be paid or be given credit for any work there fore actually performed by him under this contract unless and until the Executive Engineer or the sub-Divisional officer acting under this order shall the performance of such work and the value there of the contractor shall only be entitled to be paid the value as so certified.
- (3) if upon any occasion the Superintending Engineer abstains from exercising the power to him by this clause the such abstention shall not prevent him from exercising of such power upon a subsequent occasion if the contractor again makes default not shall such abstention absolve the contractor from liability to pay compensation for any default which he may have made.

CLAUSE 4 – Contractor remain liable to pay compensation if the action not taken under clause 3, power to take possession of or require removal of or sell contractor's plant:

If the Engineer exercise any of the powers giving to him by clause 3 he may if he so desire take possession of all or any tools plants material and stores in or upon the work or the site there of and belonging to contractor or procured to be used for the executing of case of these not been applicable at current market rates to be certified by the Engineer, whose certificate there of shall be final, any if the Engineer does not desire to do so the Engineer may be notice in writing to the contractor or his clerk if the work foremen or the other authorized agent required him to remove such tools & paints, materials or stores from the permission (within a time to be specified In such notice), and if the contractor fails to comply with any such requisition the Engineer may remove at the contractors expenses and at his risk in all respect by the by the auction or private and the certificate of the Engineer as to expenses of any such removal and the amount of the proceed and expenses of any such scale shall be final and conclusive against the construction.

CLAUSE 5 -EXTENSION OF TIME.

If the contractor desire 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-in-charge who If in his opinion reasonable ground are shown there fore, shall extend this limit upto period six months or 50% of time limit provided as time of completion whichever is less and thereafter, Engineer shall of in his opinion (which shall be final.) Reasonable ground are shown there for authorize extension as may his opinion, be necessary are proper.

CLAUSE 6 - FINAL CERTIFICATES.

On completion of the work the contractor shall send a registered letter to Sub-Divisional Officer (here-in-after called Engineer-in-Charge) giving the date of completion and shall 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 not shall not 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 floors or other parts of any building in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof, and if the contractor fails to do so on or before the date fixed for completion of the work the Engineer - in - Charge may to do so, and may sell such scaffolding and material 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 an such scaffolding, surplus material as aforesaid except for any sum actually released by the sale thereof on completion the work shall be binding and conclusive against the contractor.

CLAUSE 7 - PAYMENT ON INTERMEDIATE TO BE AS ADVANCE.

In the case of work estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof to be titled to receive a monthly payment proportionate to the part thereof approved for such purpose by the Engineer-in-Charge. Whose certificate of approval and passing of the sum 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 preclude the Executive Engineer of Sub-Divisional officer from requiring the contractor remove or un-reconstruct or recreate any work completed and passed the making or any such payment shall not either preclude the Executive Engineer of Sub-Divisional Officer from requiring the contractor remove or un-reconstruct or recreate any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent Government from enforcing and claim against the contractor on account of any default by him or conclude determine or affect in any way the powers of the Executive Engineer-in-Charge under these conditions or any of them as the 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 of the total amount payable for the work shall be final and binding on all partners.

CLAUSE 8 - INABILITY TO COMPLETE ON ALL PARTIES.

If the contractor abandons, or is unable to complete the work, theEngineer may certify in writing the value of the work done by the contractor towards 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 in respect of the contract rates.

CLAUSE 9 - LUMP SUM IN ESTIMATES.

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 the work involved, or the part of work in question at the same rates as are payable under this contract for other such items of work unless the part of 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 contractor as to the basis upon which payment is to be made in such cases and as the amount to be made in such case and as the amount to be paid.

CLAUSE 10 - BILLS TO BE SUBMITTED MONTHLY

Every month on or before a date to be 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 days notice in writing measurement shall be certificate authority to be Engineer-in-Charge to draw up a bill based on such measurement as are taken, such measurement shall be binding on him and if he attends but refuses to sign the list of measurements matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

CLAUSE 11 - BILLS TO BE ON PRINTED FORMS.

The contractor shall submit all bill on the printed form 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. On the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates here in after provided in such work.

CLAUSE 12 - STORES SUPPLIED BY THE GOVERNMENT.

If the specification of estimate of the work provides the use of any special description or materials to be supplied by the Engineer-in-charge (such materials and stores and for the convenience of the contractor specified in the schedule hereto annexed but not so in any way to control the meaning of effect of this contract) the contractor shall be supplied with which materials and stores as may from time to time required by him for the 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 specified at cost price as defined clause 18 thereof.

All materials so supplied to the contractor will become the property of the contractor, but shall not be account be remove 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 time be open inspection by the Executive Engineer. The Executive Engineer shall however have the option to take over any such material, if unused at time of the completion or termination of contract at the specified issue rate or current market rate, whichever is less.

CLAUSE 12 (A)

In case where the contractor is himself to supply the material he must obtain the articles required for the construction of the work from firms with Director of industries made arrangement while on the case of materials for supply for which no such arrangements have been by the Director of industries but in respect of which officers have in consuming department prescribed specification and or that the materials supplied by the contractor must confirm to such specification and/or test

CLAUSE 12 (B)

Provided always the that contractor shall not be entitled to any compensation for damages or less obtained by him to or late supply at materials of stores by the Engineer-in-charge

CLAUSE 13.-

All articles required by the contractor for the construction of the work and which the contractor is to supply himself shall be obtained by the contractor from the firms with which the Director of industries has made arrangements and for the supply of any articles on such arrangements have been made, any such articles supplied by the contractor shall confirm to such specification and/or test if any as may be prescribed by the Director of Industries in consultations with the consuming department

CLAUSE 14 - STORES IMPORTED FROM EUROPE TO BE OBTAINED FROM GOVERNMENT

The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part there for making and articles required there of 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 be contractor in his account at the rates shown in the schedule attached to contract and if they are not entered in the schedule they will be debited of the cost price, which for the purpose of the contract shall Include the cost of carriage and all other expenses whether which shall have been incurred in obtained delivery of the 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 charge will be the market rate which ever is greater.

CLAUSE 15- WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWING ORDER etc.

The contractor shall execute the whole and every part of work in the most substantial and workman like manner and In every respect in strict accordance with the specification to the designs, drawings & instruction in writing to the work signed by the Engineer-in-Charge and lodged in his expense have copied of the specification and all of such design drawing and instructions of aforesaid made for his own use.

CLAUSE 16 - ALTERNATION IN SPECIFICATION AND DESIGNS DO NOT INVALIDATE CONTRACT.

The Engineer-in-charge shall have power to make such alteration in or additions to the original specification, drawing 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 any such alteration which may be given to him writing signed by the Executive Engineer in charge any such alteration shall not carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at same rate of district.

The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion if the addition work includes any time which no rate is specified here under the contractor shall carry out the work at the rate entered the schedule of rates of the district but if the schedule does not contain any rate in respect of such work, has been settled by mutual agreement between him and the Engineer- in-charge in with the approve of the officer accepting the contract and if they are unable to agree upon a rate within two weeks from the date when the and carry it in such manner as he may think best in the event of dispute the decision of the Engineer shall be final and binding on the contractor.

CLAUSE 17 - NO COMPENSATION OR ALTERATION IN RESTRICTION OF WORK TO BE CARRIED OUT.

The Executive Engineer acting on the written orders of his immediate superior, may time by time by the notice in writing to the contractor either stop the work altogether or reduce or cut it down if the work is stopped altogether, contractor will only be paid for work done and expenses legitimately incurred by him up to the date on which such notice is received by him. No preparation for the execution of the work up to the date on which such notice is received by him such expenses shall be assessed by the Executive Engineer, whose decision shall be final & 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 whatever for the loss or profit which he might have made if he had been allowed to complete all the work included in tender.

CLAUSE 18 - ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK.

If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that material used in the same is 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 not without standing 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 within a specified period of time.

If the contractor fails to comply, in all respects with the requirement 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 amount of any such expenses shall be final and binding upon the contractor.

CLAUSE 18.(A)

Government shall have the right to accept at reduced rate sub standard or defective work. and to cause and audit any technical examination of work and running and final bills of the contractor including all supporting vouchers, abstracts etc. to be made before or after the payment of the final bills and it as a result of such acceptance of standard or defective work audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract are any work claim to have been done by him under contract but found not have been actually executed the contractor shall be liable to refund the amount of the over payment and It shall be lawful for Government to recover the same from him in the manner prescribed in clause-1 above or any other manner legally permissible and It is found that the contractor was paid in less than what due to him under the contract of any work executed by him under it the amount of the such under payment may be duly paid by Government to the Contractor.

Provided that the sub- standard or defective work accepted is not considered to be seriously defective by the Engineer-in-charge and the rate of the work accepted is suitably reduced by him to compensate the Government and such reduction will be binding on the contractor.

A works under or in the course of extension or executed in pursuance of time be open for inspection and by the Engineer-in-charge and his subordinates and the contractor shall at all times during the useful work in hours and or 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 a credited in writing present for that purpose orders given to any such agent have the same effect as order give to the contractor himself

CLAUSE 19 - WORK TO OPEN NO INSTRUCTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.

CLAUSE 19 (A)- No labour below the age of 14 years shall be employed on the work.

CLAUSE 19 (B) - The contractor shall pay to his labour a fair wage

CLAUSE 19 (C) - The contractor before the commences the work shall (a) post in a conspicuous place on the work a notice giving the rates of wages which have been certified as fair by the Executive Engineer and (b) send a 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 the state of Uttar Pradesh including the Minimum Wages Act. or any enactment in super session, extension or modification thereof which may be passed any time or from time to time by a competent 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 rules shall be borne by the contractor shall neither demander claim nor shall be entitled to any subsequent reason that he failed to take into account any such expenses in his tender or that any sub-sequent amendment in such law or rules have changed the basis on which he worked out such expenses while submitting his tender. .

In every case which by written of the provisions of labour laws in force in the State of Uttar Pradesh and the Rules and Regulation made there under the Government is obliged to pay sum in the execution of the work Government will recover from the contractor the amount so paid, and without prejudice to the other right of the Government. The Government shall be at liberty to recover such amount or any part there by deducting in either from the security money deposited by the contractor or his credit clause- of these conditions or from the any other some due by the Government to the contractor whether under this contract or other wise.

CLAUSE 19 (E) The contractor shall engage labour for the work. through the nearest Employment Exchange

CLAUSE 19 (F) The contractor will request Employment Exchange to provide him labour on wages to be mentioned by him which shall not be less than the fair wages for the locality of work to be fixed by the Superintending Engineer in consolation with the District Magistrate concerned. He will also specify the period of the supply of labour which shall not be less than a week from the date of contractor request for labour at the employment Exchange firstly to supply labour within the specified period contractor will have option to change the labour from other sources.

CLAUSE 19 (G) The labour employed through exchange will be kept at per with and shall have no performance never the labour engaged by the contractor privately as regards their transport wages accommodation working hours and amenities. The contractor will have the option to dispense with labour without any reference to the Executive Engineer when much labour is not required for the work when he is not satisfied with it, but he will give due information of the discharge of the labour to the Exchange .

CLAUSE 20 - NOTICE TO BE GIVEN BEFORE WORK IF COVERED UP.

In order that the work man be measured and contract dimensions thereof taken the contractor shall not cover up any part of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer in charge or of his subordinate in charge of the work or until he has given to the engineer in charge or to such subordinate five days notice in writing that the work is ready for measurement if the contractor covers up any work or of such notice the contractor shall either the may elect-strip such work at his own expenses in order that it may be notice or shall force the price of that works and of the materials used in its constructions .

CLAUSE 21 - DIRECTION OF WORK.

All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects 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 carried on.

CLAUSE 22 - DECISION OF ENGINEER TO BE FINAL

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 meaning of the specifications, designs, drawings and instructions here is before mentioned. The decision of such Engineer as so the quality of workmanship or material used on the work or as any other question or claim right matter or thing what so ever in any arising out of or relating to the contract designs or drawings, specifications, estimates instructions order, there conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the works or after the completion or arrangement by the contractor, shall also be final conclusive and binding on the contractor.

CLAUSE 23 - CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFIED:

In the construction or his work people or servant shall break, deface, injure or destroy any part of a building or on in which they may be working or any building, road fence enclosure grassland 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 good and the contractor shall pay any expenses 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 -

Contractor to supply plants ladders Scaffolding etc. and liable for damages arising from non-prevention of light fencing etc.

The contractor shall supply at his own all materials (except such special materials if any as may accordance with the contractor be supplied from the Engineer-in-charge's stores), plant, tools, appliance, implements, ladder, cordage tackle, scaffolding or substituted whether included in the specification or document forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying of complying with the requirement of the purpose of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfy or complying with the requirement of the purpose of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to required and shall pay for the carriage of all such be satisfied or which the contractor is entitled to required and shall pay for the carriage of all means things to and form the work the contractor shall also supply without charges workman with the means and materials necessary for the purpose of setting out work or materials at any time. If the contractor fails to do so the same may be provide by the Engineer in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge whose certificated shall be final. The contractor shall also provided all necessary fencing and lights required to protect the public from accident and shall bear the expenses of defended of every suit action or other proceeding and law that may be brought by any person for injury sustained owing to neglect to the above precautions and shall also pay any damages and costs which may be awarded in any such action or proceedings to any such persons or which may with the contractor be paid to compromise any claim by any such person.

CLAUSE 25 - FEMALE LABOUR NOT TO BE EMPLOYED.

The Contractor shall not employ female in the execution of the work or any part thereof within the limits of a contact.

CLAUSE 26 - WORK NOT BE SUBLET CONTRACT MAY BE RESCIND AND SECURITY DEPOSIT FORFEITED FOR SUBLETTING, BRIBING OR IF CONTRACTOR BECOMES INSOLVENT:

The contractor shall not assigning or sublet the contract without the written approval of the Engineer and if the contractor does or attempts to do or becomes insolvent or commences any Insolence proceeding or make attempts to make any composition with his creditor or if he or any of his servant or agents either directly or indirectly, gives officers or premises any bribe, gratuity, gift, loan person in reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government In any way relating to his officer or employment or if any such officer or person shall become in any way directly or interested in the contract without having first obtained the permission in writing of the Government, the Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon there stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract had been rescinded under Clause-3 here of, and in addition the contractor shall not to be entitled to recover or be paid for any work there for actually performed under the contractor.

CLAUSE 27 - SUM PAYABLE BY WAY TO COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.

Any sum payable by the contractor as compensation under any of these conditions shall be deemed the reasonable compensation for the act or damages or loss sustained.

CLAUSE 28 - CHANGES IN CONSTITUTION OF FIRM.

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

CLAUSE 29 - ACTION WHERE ON SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no such specification as mentioned in rule such work shall be carried out in accordance with the district specifications and if there is no district specification the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-in-charge.

CLAUSE 30 - DEFINITION OF WORK

In these conditions unless is something in the subject or contest repugnant to such as interaction the expressions 'work' or 'work' mean the work to be done or executed under the contract whether such works in permanent or temporary and whether it is original, altered substituted or additional.

CLAUSE 31

The addition and deduction on accounts of the percentage referred to the Page-3 of the accepted tender will be calculated on the gross and not the net amounts of the bill for the work done.

CLAUSE 32 -

Contractor's percentage whether applied to net or gross amount of bills. (Strike out his clause in the case of an item contract).

- (i) In every case in which by virtue of the provision of section 12 sub section(i) of the workman compensation Act. 1932 Government is obliged to pay compensation to the workman employed by the contractor by any sub-contractor from him in the execution of the work Government will recover from the contractor the amount of the compensation so paid and without prejudice to rights to Government under section 12 Sub-section (2) of the said Act. Government shall be at liberty to recover such amount or any part there of by deduction it either from the security money deposited by the contractor or to his credit under Clause-1 of these conditions of from any other sum due by Government to the contractor whether this contract otherwise.
- (ii) Compensation of workman Government shall not be bound to contest any claim made against it under section 11, subsection 11, subsection (1) of the said Act. expect on the written request of the contractor and upon his giving to Government till security for all costs for which Government might become liable in contesting the claim.

CLAUSE 33

Not with standing anything stipulated in the aforesaid clause, Government shall have power to retain any sum due to the contractor(s) and set off all claim him (them) whether arising out of the particular contract or out so any other transaction or contract held by him (them) alone or in partnership with others.

CLAUSE 34. (A)

- (i) If the contractor considers any record of falling of the Engineer-in-charge or of his representatives in respect of any of the provision of this contract to be unfair or considers any work demanded by him to be out side the requirements of the contract he shall immediately, ask upon such record or ruling being made or such work being demanded, in writing for written instruction or decision on receipts where of he shall proceed without any clearly to conform to the record are ruling or to perform the work demanded and within fifteen days after receipt to the written instruction of decision he may file written protest up to the Engineer-in-charge stating clearly detailed the bases of his objection. Except for such protest of objection as are made on record in the manner herein specified and within the limit stated ruling instructions or decisions of the Engineer-in-charge shall be conclusive and binding on contractor shall be considered as written instructions or decision, subject with the protest objection as herein worded.
- (ii) If the contractor is dissatisfied with the final decision of the Engineer -in-charge on the protest of objection made by the contratctor in accordance with the perocedure prescribed 3 in 33 clause 34 (A) (i) the contractor may within twenty eight (28) days after receiving notice of such decision give notice in writing to the Engineer in-charge requiring that matter be submitted to arbitration and furnishing detailed particulars of the dispute of difference specifying clearly the point at issue. If the contractor to files to the such give notice with ib the period of 28 daya stipulated above the decision of the Enginer-in-charge shall be conclusive and binding on the contractor.
- (iii) If work under the contract has not been completed when a dispute is reconfinde during the arbitration proceedings and on payment due to contractor within the provision of the said contract be with held on account of arbitration proceeding unless authorized or required by the arbitrator.
- (iv) The cost of such arbitration shall be borne by the parties or parts as decided by the arbitrator.

Clause 34 (B)

- (i) If the every dispute difference of question which may at any time between the parties hare to or any person claiming under them. Touching of arising out or in respect of this deed or the subject matter there of shall be referred to the arbitrator Chief Engineer(E.G.) Moradabad or any person nominated by him it will be no objection to any such appointment that arbitrator so appointed is a Government servant that he had to deal with he matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in disputes or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason shall either upon the reference himself or appoint another person to act as or arbitrator. Such person shall act from his stage it was left by his procedure.

(ii) No person other than a person appointed as aforesaid should act as arbitrator and if any reason that is not possible the matter is not to be referred to be an arbitrator at all.

(iii) The party in invoking the arbitration, shall specify the disputes to be referred to arbitration together with the amount claimed in respect of each dispute.

Subject of aforesaid the provisions of the arbitration Act 1940 or any statutory modification to be re-enactment there and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The arbitrator may from time to time with the consent of the parties in large the time for making and publishing the award.

CLAUSE 35 –

Quantities are liable to variation on either sides without entitling the contractor to compensation on his account.

CLAUSE 36 –

Contractor shall himself make proper living accommodation, water and sanitary arrangements etc. For labour which ordinary should be arranged through Employment Exchange will give preference to EX service man. He will have to remove any undesirable labour if ordered by the department

CLAUSE 37-

Claim not preferred within 48 hours of occurrence are liable rejected.

CLAUSE 38 –

No extra payment shall be made to the contractor for making profiles and numbers in connection with the execution of work as per G.O. No 355-3B 76XX111-1B-11 Dated 22-06-1966

CLAUSE 39 –

During the course of construction if any emergency is forwarded due to any claims of work the contractor shall send a registered notice to the Engineer-in-Charge within a for night of the origin of claims. If he fails to do so or if he postpones submissions of such claims till the completion of work he will entitled to no compensation.

CLAUSE 40 –

The contractor shall not influence or direct labour borne on the Muster Roll or by pay in higher wages of providing extra facilities without the permission of the Engineer and if he does so contract to the above, Will be responsible for the less of damage caused or claimed by other parties and the decision of the Engineer as to the amount of such damage shall be final & binding on both parties.

CLAUSE 41 –

This agreements is subject to the standard specification. The clearance of site shall be done by the contractor at his own expense.

CLAUSE 42 –

Income tax at the rate % shall be deducted from the bill in terms of subsection.

(i) **Of 94 (c) of Income Tax XVI of 1972.**

CLAUSE 43 - FOR FAMILY PLANNING PURPOSE IN CONTRACT .

The contractor agree to pursuable all his labour and other employees, including casual labour employed by him, to adopt family planning techniques (including vasectomy and Tubectomy) in lines with the policies and program announced by the State Government from time to time in relation to State Government in so for may be applicable and furnish to Engineer-in-charge monthly report in the belief as per G.O.No. 5032/76-22/C-3/1975-76 dated 8 Sept. 1976.

CLAUSE 44 –

Thirty percent of the payment due to contractor may be made in the from of grains which shall be made available to him from any of the godowns of F.C.I. The grains at the rate made available to the contractors shall have to be accepted by the contractor prescribed by the Government .

CLAUSE 45 –

All the work during the progress and after completion should be subject to technical examination by the Technical Examiner, Technical Audit cell, Irrigation Department U.P. Any defect of material or workmanship & as pointed out by the Technical Examiner established as such shall be liable to reduction of rate considered necessary shall be recovered from contractor even if it has been accepted by the Engineer-in-charge.

CLAUSE 46 -

Govt. Shall have the right to accept at reduced rate sub standard defective work of running and final bill of the contractor including all supporting voucher attached etc. to be made before or after the payment of final bill and as a result of which acceptance of sub standard or defective work, audit and technical examination any sum if found to have been actually excavated to contractor shall be liable to refund the amount of over payment and it shall be lawful Govt. to recover the same from him in the manner prescribed in clause-1 above or any other manner legally permissible and if it is found that the contractor was paid less then what was due to him, the amount of such under payment may be duly paid by Government to the contractor provided the sub-standard or defective work accepted is not considered to be seriously effective by the Engineer in charge. The rate of the work accepted is suitable reduced by bending him to compensate the Govt. and reduction will be bending on the contractor.

Schedule showing (approximate) materials to be supplied from public store for work stores for works contracted to be executed and rates at which they are to be charged for vide Clause-12 of conditions of contract.

Particulars	Rates at which the materials will be charged to the contractor		place of delivery
	Unit	Rs. P. As per schedule	

Sign. of contractor

Sign. of S.D.O.

Superintending Engineer

PUBLIC WORKS DEPARTMENT, UTTAR PRADESH

FLOOD WORKS CIRCLE BAREILLY

Item or Percentage Rate Tender Constructors

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 or invitation to tender passed on a board hang up in the office of and signed by Sub-Division Officers /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 percentage 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 the tender to be used, signed for the purposes of identification by sub divisional officer/ Executive Engineer and approved by the authority competent to make the contract shall be available for public inspection at the office of the sub-divisional officer/ Executive Engineer during the office hours.

2. In the event of the tender being submitted by a firm it must be separately signed 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. Receipts 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 by some other persons having authority to give effectual receipt for the firm.
4. Any contractor who submits a tender shall prescribe the form of tender striking out the alternative offer on page 3 of the form not applicable to the case tenders which propose any alteration in the works specified in the form of notice inviting tender or in the time allowed for carrying out the works or which contain any other conditions of any sort are not filled up in English or not accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.

5. (1) The Executive Engineer or his duly authorized assistant will open tender in the presence of any in tenting contractors who may be present at the time and will enter the amount of several tenders in & comparative statement in a suitable form in the event of tender being accepted, receipt for earnest money forwarded herewith shall thereupon 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 a 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 in to 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, it shall be entered in the register of securities Account Form 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders 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 tender.
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 the Sub-Divisional Officer/ Executive Engineer and the contractor shall be responsible for seeing that the producers a receipt signed by the Sub-Divisional Officer/ Executive Engineer.
8. The memorandum of work tendered for shall be filled in and completed in the office of the Sub-Division Officer /Executive Engineer before the tender form is issued.
9. The amount of the earnest money should ordinary be- Rs.

a) When the amount of the tender does not exceed Rs. 2,000	50
b) When exceeding Rs. 2,000 and not exceeding Rs. 5,000	100
c) When exceeding Rs. 5,000 and not exceeding Rs. 10,000	200
d) For each additional Rs. 5,000 or portion of Rs. 5000	100
a future sum of	

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) or the Financial Hand-book Volume V, Part I Account Rules and the receipted treasury challan attached to the tender.

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

..... tender at..... percent "I" or "We"
above the rates entered above-
or*

..... tender at the
above rates.

Should this tender be accepted* hereby agree to
abide by any fulfill all the terms and provisions of the conditions
of contract annexed to the approved set of contract documents,
or in default there of to forfeit and pay to of Governor U.P. or his
successors-in-office the some of money mentioned in the said
conditions.

Strike out the
alternative and attach
signature to it

The sum Rs. # in herewith
forwarded in currency notes as earnest money the full value to
which shall be retained by Govt. on account of the security
deposit specified in clause-1 of the said conditions of contract.

Give particulars and
number

.....
Date the day of 20
Witness
Address
Occupation

*Signature of the
witness to contractor's
signature.

#.....
Date.....Sub-Divisional OfficerSub-Division

*Signature of
contractor before
submission or tender.

*.....
#.....
DateExecutive EngineerDivision

*Here enter
"Recommended" or
"Non" Recommended

*.....
#.....
DateSuperintending Engineer

Signature
* Signature

*.....
#.....
DateExecutive EngineerDivision

Signature and
official designation of
the accepting
authority.

Irrigation work

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

.....
.....
Date Day of