

HARDOI DIVISION SHARDA CANAL HARDOI

TENDER NOTICE NO. 05/2017-18

TENDER DOCUMENT

CIRCLE

DIVISION

Agreement No.....

Name of work.....

.....

Name of contractor

Address.....

.....

Approx. Cost

Date of Start

Due date of completion.....

DETAILS OF PAYMENTS							
	Vr. No. & Date	M.B. No. & Date	Gross amount in Rupees	DEDUCTION			Net Payment
Ist Running				I.Tax	Royalty	Trade Tax	
IIInd Running							
IIIrd Running							
IVth Running							
Vth Running							
VIth Running							
FINAL							

CERTIFICATE OF DIVISIONAL ACCOUNTS OFFICER

The tender document of this agreement no. dated containing pages from to have been examined by me and found correct in respect of various financial rules & codes.

Divisional Accounts Officer

CERTIFICATE OF ENGINEER-IN-CHARGE OF WORK

Certified that I have checked the contract documents, schedule of Quantities, Schedule 'B' to 'D' and attached drawings as per details given by the undersigned and are found in order.

ENGINEER-IN-CHARGE OF WORK

Agreement No. / /

Name of work.....

Name of Contractor.....

Date of Start

Due date of completion.....

INDEX

Sl.No.	PARTICULARS	Pages		Remarks
		From	To	
1.	Tender Notice			
2.	Declaration of Contractor for validity			
3.	I.D. form 12			
4.	I.D. form 111			
5.	Bill of Quantity			
6.	General Condition of the Contract			
7.	Special condition for the tender			
8.	Special condition and specification for contract			
9.	Schedule of progress			
10.	Declaration of contractor for Relationship			
11.	Specimen Signature of the Contractor			
12.	Agreement General Stamp Paper			
13.	Stamp Paper			
14.	Acceptance Letter			
15.	Date of Start			
16.	Drawing/X-Section			

IRRIGATION DEPARTMENT, UTTAR PRADESH

..... CircleDivision

ITEM OF PERCENTAGE RATE TENDER OF CONTRACTOR

Name of Work

Name of Contractor.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of, and signed

Sub Divisional Officer

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 works: also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bill. The set of contract documents consisting of copies of drawing and details of the proposed work, specifications, schedule of quantities or various items of works and a form of the printed conditions of contract together with the form or tender to be used.

Sub Division Officer.

Signed for the purposes of identification by the ----- and approved

Executive Engineer

by the authority competent to make the contract shall be available for public

Sub Division Officer.

Inspection at the office of 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 authorising 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 person having authority to give effectual receipt 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. Tenders 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 are 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. (i) 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 amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the 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 unaccepted tender shall thereupon to the contractor making the same.

(ii) 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 note 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, It shall be entered in the register of securities Account Form 85. Earnest money received in currency notes shall be returned unsuccessful tenders as soon as their tender are rejected the usual stamp receipt being taken.

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

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

Sub-Divisional Officer

..... and the contractor shall be responsible for seeing that the

Executive Engineer

Sub-Divisional Officer

procures a receipt signed by the

Executive Engineer

8. The memorandum of work tenderer for shall be filled and completed

Sub-Divisional Officer

in the office of before the tender form is issued.

Executive Engineer

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

Rs.

(a) When the amount of 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. 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) (I), 344 and 345 (b) of the Financial Handbook, Volume V, Part 1, 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 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 deposits should be treated as "Public Works Department deposits".

"I" or "We"

TENDER FOR WORKS

(a) Hereby tender for execution for the Governor of Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in each memorandum at the rate specified therein, and in accordance, in all respects with the specification, designs, drawings and instruction, 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 all other respects in accordance with such conditions so far as applicable.

(a) If several sub works are included. they should be tailed in a separate list.

(b) Vide rule 9 page 2, (c) strike out the alternate and attach signature to it.

MEMORANDUM

(a) General description

(b) Estimated cost ... Rs.

(c) Earnest Money ... Rs.

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

N.B. - When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information of all the columns should be filled by the executive sub-Divisional officer/Engineer.

2. In the case of works when contractors are required to quote their own rates for the different items of works the column (f) should be left blank for the tenderers to fill in.

Item No.	Item of work	Approximate number or quantity	Unit	Per	Rate (c) TENDERED (e) SANCTIONED		
					(f) in figure		(f) in words
					Rs.	P.	
	Attached						

(A) Tender at percent above below the rates entered above.

(A) "I" or "We"

(A) or

(A) tender at the above rates.

Should this tender be accepted. (A) hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed to the approved set of contract documents, or in default thereof to forfeit and pay to Governor of Uttar Pradesh or his successors-in-office for sums of money mentioned in the said condition.

(B) Strike out the alternatives and attach signature to it.

The sum of Rs. (A) is herewith forwarded in currency notes as earnest money the full value of which shall be retained by Government or on account of the security deposit specified in clause I of the said conditions of contract.

(c) Give particulars and Number.

(B)

Dated the.....day of200

(A) Signature of witness to contractor's signature.

Witness.....

Address.....

Occupation.....

(A) Signature of contractor before submission of tenders.

(A).....

(B).....

DateSub-Divisional Officer..... Sub-Division

(A).....

(B).....

(B) Here enter Recommended or 'Non recommended'

DateExecutive Engineer..... Division

(A).....

(B).....

(A) Signature

DateSuperintending EngineerCircle

Irrigation Works.

(B) Signature

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

(C) Signature and official designation of the accepting authority.

.....

CONDITIONS OF CONTRACT

Clause 1- The person or persons whose tender is accepted (hereinafter called the "contractor") shall, within one week after his or their tender has been accepted, deposit with the Government of Uttar Pradesh (hereinafter called the "Government") either in cash or in securities as provided in paragraphs 614 and 615 of the Financial Handbook, Volume VI, such sum as will with the earnest money deposited with the tender amount to rupees..... 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 realized 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 to deduct percent of every such payment until the sums so deducted will, with the money or securities deposited as aforesaid amount to rupees..... (which last mentioned sum is hereinafter called "Security Deposit") All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from, or paid 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 on any account whatsoever, and in the event of his security being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter deposit in cash or Government securities (endorsed or transferred as aforesaid), if necessary, the amount by which his security deposit has been so reduced.

Further Deposit

**Deduction from
payment**

Security deposit

If not appropriated by the Government under the provisions of this contract, the security money or such balance there of as may be left over after making the deductions will be refunded to the contractor after the..... Engineer has satisfied himself that all the terms of this contract have been duly and faithfully carried out by the contractor, but not before the expiry of the period of six months after the completion of the work.

Provided that in case the..... Engineer is satisfied even before the expiry of the said period of six months that all the terms of this contract have been duly and faithfully carried out by the contractor, the security money or such balance as aforesaid may be refunded to the contractor with the previous sanction of the head of the department as provided in Rule 23 of appendix XIX of F.H.B., Vol V, Part 1.

Clause 2, (A) Time is the essence of the contract. The contractor shall commence and shall complete the work covered by the tender on the dates fixed by the Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work upto 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 Engineer (whose decision in writing shall be final) 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 percent of the estimated cost the work as shown in the tender.

Compensation for delay

Vide G.O. No. 5645 A N./XXII-I.B.-550/62 dated nil 2..... 1967.

Clause 2. (B) To be used instead of 2 (a) when the latter is from the nature of the work impracticable.

Compensation for delay

Clause 2. (B) Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence 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 theEngineer (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 that 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 for 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 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 the value or quantity (as the Engineer may determine) of this work before, three -fourth of such time has elapsed. If the contractor fails to comply with this condition he shall be liable to 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 said estimated cost of the whole work for every day 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 exceed ten percent on the estimated cost of the work as shown in the tender.

**Action by which whole
security deposit is
forfeited**

Clause 3. (i) In any case in which under any clause or clauses of this 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) theEngineer 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 rescission signed by the..... Engineer and may then take the whole of the contractor's security deposit for the use of Government as compensation for the loss caused by the contractor's default.
- (b) He may, after giving the contractordays 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 off 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 theEngineer or of the as to its cost and value shall 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, 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 theEngineer 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 the shall be final and conclusive as against the original contractor as to the amount of any such expense.

(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 him 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 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 sum for any work there for actually performed by him under this contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall 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.

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 tools, plants, materials and stores in or upon the work, or the site 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 rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer, whose certificate, thereof shall be final, and if theEngineer, does not desire to do so, theEngineer may, by notice in writing to the contractor or his clerk if the works foreman or other authorized agent required him to remove such tools, plants, materials or stores from the premises (with in a time to be specified in such notice), and if the contractor fails to comply with any such requisition, theEngineer may remove them at the contractors expense and at his risk in all respects by auction or private s ale and the certificate of the Engineer as to expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 5- If the contractor desires an extension of the time for Completion of the work on the grounds of any unavoidable hindrance to its execution having arisen, he shall apply in writing to theEngineer who if in his opinion reasonable grounds are shown therefore, shall extend this time limit upto a period of six months or 50% of the time limit provided as time of completion whichever is less and thereafterEngineer shall if in his opinion (which shall be final)reasonable ground are shown therefore, authorize extension as may, in his opinion, be necessary or proper.

Clause 6- On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer (hereinafter 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 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, doors, 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 fail to do on or before the date fixed or completion of the work the Engineer-In-charge may do so, and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forth with 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.

Contractor remains liable to pay compensation if action not taken under clause 3

Powers to take possession of or require removal of or sell contractor's plant.

Extension of time

Final certificates.

Payment of intermediate certificates to be regarded as advances.

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 payments 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 bed, 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 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 parties.

Inability to complete the work.

Clause 8- If the contractor abandons, or is unable to complete the work, the..... Engineer may certify in writing the value of the work done by the contractor toward 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.

Lump sum in estimates.

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 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 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 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 measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible, If the contractor dose not submit his bill within the time so fixed, the Engineer-in-charge may after giving the contractorday'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 measurements are taken, such measurements shall be binding on him, and if he attends but refuses to sign the list of measurements the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding an the contractor.

Bills to be on Printed forms

Clause 11- The contractor shall submit all bill 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 in such work.

Stores supplied by Government

Clause 12- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-

-charge's store 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 he prices to be charged therefore as hereinafter mentioned being so for 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 which materials and stores as may from time to time be required by him for the purposes of the contract but only for such purposes and he shall pay for the same at the rates specified in the said schedule or if no rates is so specified at cost price at defined in clause 13 thereof,

All materials 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 unit 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 Engineer-in charge, The Executive Engineer, shall however have the opinion to take over any such materials, if unused at time of the completion or termination of the contract at the specified issue rate or the 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 the firms with which the Director of Industries made arrangement while in the case of materials for supply for which no such arrangements has been made by the Director or Industries but in respect of which officers have in consultations with consuming department prescribed specification and/or test the materials supplied by the contractor must conform to such specification and/or test.

Clause 12. (B) Provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him to or late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.

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 if for the supply of any articles no such arrangements have been made, any such articles supplied by the contractor shall conform to such specification and/or tests, if any, as may be prescribed by the Director of Industries in consultation with the consuming department.

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 of any part thereof or for making up articles required therefore or in *connect* on therewith. The Value of such stores and 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, whatsoever which" shall have been incurred in obtaining 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 schedules. In such cases the price charged will Be stock rate market rate whichever is greater.

Clause 15. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and in every respect in strict accordance with the specification, both as regards materials and otherwise. The conform exactly fully and faithfully to the designs, drawings

Stores imported from Europe to be obtained from Government

Work to be Executed in accordance with specification drawings orders etc.

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.

Alterations in specification and designs.

Clause 16. The Engineer-in-charge shall have power to make such alteration in 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 respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. 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 additional work includes any item for which no rate is specified hereunder, 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 be 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 dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.

Do not invalidate contract.

Extension of time in consequence of alterations.

Rate for additional works not in estimate or schedule of rate of the district.

No compensation or alteration 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 altogether or reduce 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 for 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 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 be paid any compensation whatever for the loss of profit which he might have made if he had been allowed to complete all the work included in the tender.

Actions and compensation payable in case of bad work.

Clause 18. If the Engineer-in-charge is satisfied that the construction of any part of though work is faulty or the 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 not with-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 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.

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 amount of any such expenses shall be final and binding upon the contractor.

Clause 18. (A) Government shall have the right to accept the 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, if as a result of such acceptance of sub-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 or any work claimed to have been done by him under the contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the overpayment 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 if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of 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.

Clause 19- All works under or in the course of extension or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Engineer-in-charge and his subordinates and the contractor shall at all time 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.

Work or open to inspection

Contractor or responsible agent to be present.

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

Clause 19. (B) The contractor shall pay to his labourer a fair wage.

Clause 19, (C) The contractor before he 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 provision's 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 at 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, and the contractor shall neither demand nor claim nor 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 rules have changed the basis on which he worked out such expenses while submitting his tender.

In every case in which by virtue of the provisions of the labour laws in force in the State of Uttar Pradesh and the rules 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 the other rights of the Government the Government shall be at liberty to recover such amount or and part thereof by deducting it either from the security money deposited by the contractor or to his credit under Clause 1 of these

Conditions or form any other sum due by Government to the contractor whether under this contract or otherwise. .

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

Clause 19. (F) The contractor will request the 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 the work to be fixed by the Superintending Engineer in consultation 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. If Employment Exchange fails to supply labour within the specified period the contractor will have option to engage labour from other sources.

Clause 19. (G).The labour employed through Exchange will be kept at par with and shall have no preference over the labour engaged by the contractor privately as regards their transport, wages, accommodation, working hours and amenities. The contractor will have the opinion to dispense with the labour without any reference to the Exchange when much labour is not required for the work and when he is not satisfied with it, but he will give due information of the discharge of the labour to the Exchange.

Notice to be given before work is covered up.

Clause 20. In order that the work may be measured and the 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 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 constructions.

Direction of work

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 points and in what manner they are to be commenced, and from time to time carried on.

Decision of Engineer to be final.

Clause 22. Except where otherwise specified in the contract the decision of theEngineer 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 Specification, designs, drawings and instructions hereinbefore mentioned, The decisions 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, designs or drawings, specifications, estimates, instructions, order, or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor, shall also be final, conclusive and binding on the contractor.

Contractor liable for damage done and for imperfections or three months after certificate.

Clause 23. If the contractor, or his work people or servant shall break, deface injure or destroy any part of a building on or in which they may be working or any building, road fence enclosure are grass land or cultivated ground continuous 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 contractor be supplied from the Engineer-in-charge's stores), plant, tools appliances, implements, ladders cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, 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 of 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 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 defense of every suit, action or other proceeding 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 proceeding to any such persons, 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 of 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 the 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 Government in any way relating to his office or employments, or if any such officer or person shall become in any way directly, 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 Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition (he contractor shall not be entitled to recover or be paid for any work therefore 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 damages or loss sustained.

Contractor to supply plant, ladders scaffolding etc.

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

Female labour not to be employed

Work not to be 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 reason-able compensation without reference to actual loss

Changes in constitution of firm.

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 is given.

Clause 29- In the case of any class of work for which there is no such specification as is mentioned in 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 expressions 'work' or 'work' mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted or additional.

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

Clause 31- The addition 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 bill for the work done.

Compensation to workmen.

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 the 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 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

(2) Government shall not be bound to contest any claim made against it under section 11, sub-section (1) of the said Act excepts on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.

Clause 33- Not with standing any thing stipulated in 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 the contract arising between contractor and the department will be put up to the Superintending Engineer and his decision shall be final and legally binding on both parties.

Clause 35. Quantities are liable to variations on either side 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 ordinarily should be arranged through Employment Exchange, will give preference to Ex-serviceman. He will have to remove any undesirable labour if ordered 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 contract or for making profiles and namunas in connection with the execution of work as per G. O. No. 355-3B/66 XXIII-IB-IT dated 22-6-1966.

Clause 39- During the course of construction if any emergency is forwarded due to any clause or claims of works the contractor shall send a registered notice to the Engineer-in-charge within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claims till the completion of work he will be entitled to no compensation.

Clause 40- The contractor shall not influence or direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of theEngineer and if he does so contrary to the above, will be responsible for the loss of or damage caused or claimed by other parties and the decision of the..... 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 site shall be done by the contractor at his own expenses.

Clause 42- Income Tax at the rate of 2.24% shall be deducted from the bill in terms of sub-section (1) of section 194 (c) of Income Tax Act. XVI of 1972.

Clause 43- FOR FAMILY PLANNING PURPOSE IN CONTRACT-The contractor agrees to persuade all his labor and other employees, including casual labor employed by him, to adopt family planning techniques (including vasectomy and Tubectomy) in lines with the policies and programme announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer-in-charge monthly report in this behalf as per G. O. No. 5032/76-23/C-3/1975/76 Date 8 sept. 1976.

Clause 44- Thirty percent of the payment due to contractor may be made in the form of grains which shall be made available to him from any of the godowns of F. C. I. The grains at the rates made available to contractor shall have to be accepted by the contractor as prescribed by the Government.

<u>Particulars</u>	<u>Rates at which the materials will be charged to contractor</u>			<u>Place of delivery</u>

Sig. of Contractor

Sig. of Sub div. officer

Executive Engineer

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions:

- (i) The word 'Contract' shall mean the contract bond in form No.112 together with form no.111, tender notice and special condition of tender general conditions of contract, specification, all schedules and drawings attached.
 - (ii) The word 'Contractor' shall mean the person or firm whose tender is accepted and who has signed the contract bond.
 - (iii) The word 'Government' shall mean the Government of Uttar Pradesh.
 - (iv) The word 'Department' shall mean Irrigation Department, Uttar Pradesh.
 - (v) The word 'Chief Engineer' shall mean Chief Engineer, Sarada, Lucknow.
 - (vi) The word 'Superintending Engineer' shall mean the Superintendent Engineer, VIth Circle, Irrigation Works, Lucknow.
 - (vii) The word 'Executive Engineer' shall mean the Executive Engineer, Hardoi Division, Sarada Canal, Hardoi.
 - (viii) The word 'Engineer-in-Charge' shall mean the Assistant Engineer, Engineer in charge of the work.
 - (ix) The word 'Month' shall mean Calendar month.
2. If in opinion of Engineer-in-Charge an employee or agent of work miss-behave or causes obstruction in the proper execution of work he may direct the contractor to remove such person or persons and the contractor shall promptly comply.
 3. Any finds found at site such as relics of antiquity, coins, fashils or other article of value they will be property of Government. Those shall immediately be delivered by the contractor or his labour to the custody of the Engineer-in-charge.
 4. Drawings not included with the contract bond shall be supplied by the Engineer-in-charge. Where no detailed drawings are furnished the work shall be executed as per written instructions from the Engineer -in-Charge.
 5. The works of this agreement are subject to the inspection by the Technical Audit Cell of Irrigation Department. The recoveries due to the defective materials and or defective construction of the work pointed out by the said Cell shall be made good by the contractor or recovered from his dues lying in the department.
 6. Non verbal commitment or assurance given by any officer or employee of the department during the period of contract shall effect or modify any of the terms or obligation of the contract.
 7. The contractor shall not be entitled to any claim due to the delay in supply of the materials by the department as mentioned in the schedule. In such case suitable time extension shall be given.
 8. Out of 10 security retained as per clause 1 of I.D. form no.111, 8% will be refunded after 6 months and balance 2.24% after inspection of the Technical Audit Cell or 1 year after the date of satisfactory completion of the work.
 9. A sum @2.24% of the gross amount of every bill shall be deducted towards Income Tax.

Special Conditions for the Tender

1. The tenderer must mention his full name and postal address in block letters on the schedule of bids on form No.112. All future correspondence shall be done on his address until and unless any change of address is notified.
2. Notices sent to the contractor through registered post on the address mentioned in for 112 shall be deemed to be served on him legally.
3. The rates must be given both in figures and words. In case of any difference the rates given in words shall govern. All details shall be given in ink.
4. The tenderer shall enclose a list with the tender showing the names of their near relatives employed in U.P. Irrigation Department with designation and present place of posting. Failure in this respect will involve the risk of forfeiture of the earnest money, security deposit and termination of agreement.
5. The tendere shall enclosed with their tenders evidential and testimonials in original or attested copies relating their financial position and experience of similar work and details of his property and permanent address.
6. Before submitting the tender the tenderer has to satisfy himself as to the nature and location of work, the general and local conditions including those bearing upon transport, time, disposal, handling and storage of materials availability of labour, water, housing, fuel, food-stuffs and fodder etc. or other physical and market conditions, the configuration and conditions of ground the character quality and quantity of surface materials to be encountered, the character of equipment and or facilities needed for the work and all other matters which can any way effect the work. Any default or failure of the contractor to acquaint himself with the aforesaid aspects of the work shall not relieve him from his responsibility for the execution of this contract.
7. In consideration of the Governor of Ut tar Pradesh having treated the tenderer to be an eligible person whose tender may be considered the tenderer hereby agree to the conditions that the proposals in response to the above invitation shall not be withdrawn within 3 months from the date of opening of this tender also to the condition that if thereafter the tenderer does withdraw his proposal with in the said period earnest money deposited by him may be forfeited to the Government of U.P. in the discretion of the later.

8.00 Earnest Money

Each tender must be accompanied by proper specified in the tender notice. Such earnest money may be offered in the form of, Demand draft /Treasury challan Saving certificates duly pledge to the Executive Engineer, Hardoi Division, Sarada Canal, Hardoi. Earnest Money in cash or cheque will not be accepted.

9.00 Signature and Power or Attorney

The tenderer must mention his full name and postal address in block letters on the schedule of bids in form no.112. The tender should be signed (usual signatures) by the tenderer himself or his representative holding a legal power of attorney to be enclosed with the tender. In the event of tender being submitted by a firm, it must be signed separately by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney to be enclosed with the tender.

- 9.01 Conditional or incomplete tenders are liable to be rejected. Erasures and overwriting are strictly prohibited. All corrections must be made by striking out and rewriting and must be initialed. The rate must be given both in words and in figures and all entries must be in ink.
- 9.02 The tenderers are required to mention in their tender whether any of their near relatives are employed in the U.P. Irrigation Department giving their names, designations and places of pasting. Suppression of information in this respect or giving wrong information will involve the risk of forfeiture of the earnest money, security deposit and termination of the agreement.
- 9.03 The tenderers are required to enclose with their tenders credentials and testimonials (in original or attested copies thereof) relating to their financial position and experience of similar work.

10.00 Period of validity of tenders

The tender will remain valid for acceptance for three months from the date of opening.

- 10.01 The acceptance of the tender shall be communicated in writing by the Hardoi Division, Sarada Canal, Hardoi. The tenderer shall be required to deposit the balance of security money and sign the agreement within seven days of the issue of this acceptance letter failing which the acceptance is liable to the withdrawn and earnest money forfeited.
- 10.02 A written order fixing the date of commencement of the work shall thereafter be intimated to the contractor by the and the date of completion of contract will be reckoned from that date.
- 10.03 The accepting authority shall have the right of rejecting all or any of the tenders without assigning any reason.
 - (i) The 'Engineer-in-charge' shall mean the Executive/Assistant Engineer-in-charge of the work. The Engineer-in-Charge, may delegate any or all of his powers to his authorised representatives, wherever, the word 'Engineer-in-charge' occurs in the text of the contract, it would be taken to imply the 'Engineer-in-charge' as aforesaid or his authorised representative or representatives as the case may be.
- 10.4 The word 'Contract' shall mean the contract bond in form no.112 together with tender notice, form no.111 , Special conditions and Specifications and drawings attached.
- 10.5 Sales Tax, Royalty etc. shall be deducted as per Govt. orders issued from time to time.
11. Excess payment /any recovery what so ever,[the reason may be, in the opinion of Engineer-in-Charge] shall be realised from the contractor as land revenue even after final payment.

Special Conditions

(1) INSPECTION BY TECHNICAL AUDIT CELL

- (i) The work during progress and after completion shall be subject to technical examination by ~ technical audit cell. Any defects of material or workmanship pointed out by them and established! As such, shall be rectified by Contractor at their own cost. Any recoveries of reduction of rates considered necessary by technical audit cell/AGUP Audit Cell or any other agencies shall be recovered from Contractor even if the work has been accepted by the UPID even after the final payment.
- (ii) The quantity of earth work shall be worked out from the sectional measurement of the finished work on both Banks of the Canal for payment the gross quantity of earth work shall further be reduced for Settlement allowance as per guidelines prevailing in I. D. U .P.

(2) स्पर मरम्मत के कार्य की मापी कार्य स्थल पर वास्तविक रूप से कराये गये कार्य के अनुरूप सहायक अभियन्ता चतुर्थ एवं सम्बन्धित ठेकेदार की उपस्थिति में अन्तिम रूप से होगा।

(3) PROFILES

Before the start of the work, contractor has to made profiles of embankment at every 500M interval or as required and got it approved by the Engineer-in-charge.

(4) COMMENCEMENT OF WORK-

Laying of main earth fill on the Banks of Canal Shall be started after site clearance! Stripping and treatment to the satisfaction of the Engineer-in-Charge and after recording of initial levels as per conditions laid in para (9).

(5) PLACEMENT OF EARTH FILL-

The earth filling in the banks of Canal shall be done in successive horizontal layers of 30 cm. thickness. The width of the successive layers should be kept at least 45cm. more than finished one on each face to permit proper compaction of upstream and down stream faces of the embankment. The extra width of the layers shall be trimmed off to ensure the desired side slope to the embankment, after manual compaction.

(6) COMPACTION OF EMBANKMENT-

It is almost importance to compact manually each layer of the Banks properly. Next layer of Banks is to be placed only after getting approval for compaction of the previous layer from the Engineer-in-charge.

(7) DRESSING OF EARTH WORK

The slopes of the Banks shall be dressed by trimming the extra 45 cm. horizontal. The trimming shall be done when the earth work is nearing to the proposed top level at particular location so that the trimmed earth is utilized in the top finishing layer of the embankment. The dressing or trimming shall be done by straight edged phowwrahs and lightly rammed with wooden rammers to produce a plain face.

(8) MEASUREMENT OF EARTH WORK

After jungle clearance of the Banks sub grade line, cross sections shall be marked on the banks at 25m. Interval or closer, as directed by the Engineer-in-charge along the alignment at right angle to it. Such X-section shall be marked by two wooden pegs one on either side of the Banks for correct alignment. Pegs shall be derived at every 4m. Interval along the X-section line.

(9) INITIAL MEASUREMENTS

The department shall establish bench marks. All the reference pillars at every 200m. shall be leveled from the bench marks. Before commencement of work Banks level shall be observed by UPID as per rules at an interval of 4m. Of every X-section at interval of 25m. or closer as desired by the Engineer-In- charge in the presence of contractor. These measurements shall be recorded in the Measurement Book by the UPID as per rules and also plotted on the graph sheets. Both these documents shall be signed by the contractor in token of their acceptance.

(10) FINAL MEASUREMENT

Final measurement of the finish work or running measurement for unfinished work shall be recorded by observing the levels of the Banks by the department on each line of X-section. These measurements shall be recorded in the measurement book by the department as per rules and also plotted on the graph sheets showing initial ground level also. Both these documents shall be signed by the contractor in token of their acceptance.

(11) RUNNING PAYMENTS AND MEASUREMENT

Running payment of work shall be made upto 90% of executed quantities during construction activities are in progress. In case of the contractor has any doubt about the accuracy of particular levels/X- sections, he will have to notify to the Engineer-in-charge in writing within 3 days of the date of recording of levels/X-sections. The X-

section in question will then be checked on a date which will be notified to the contractor by the Engineer-in-Charge. Contractor shall have to remain present at the time of checking, if he so desires. If the difference between original & checked levels/X-section is less than 5%, the original level/X-section will be taken correct & cost of checking shall be borne by the contractor. If difference is more than 5% then the revised levels/X-section will be prepared in place of original ones.

- (12) The royalty of earth if included in rates shall be deducted from every running/final bill and shall be deposited in proper head of account by the Executive Engineer.

(13) FINAL PAYMENT

The final payment shall be made for quantities executed after 30 days from the date the work has been completed by the contractor. No allowances for loss of earth on account of fast wind, and rains etc. during construction period or before final measurement shall be given to the contractor. The work done on the other than that alignment shall not be payable to the contractor and rectification shall be done by the contractor at his own cost.

14.00 Payment

- 14.01 Payment: - Running payments for earth work shall be made at the following rates or such reduced as desired just by the Engineer-in-Charge depending upon the state of execution and completion of the work intermediate states.

- | | | |
|-----|---|--|
| (a) | Upto initial 25% (Twenty five percent) of cutting or filling | @ 50% (Fifty percent) of the tendered rate |
| (b) | Upto 50% (Fifty percent) of cutting or filling | @ 70% (Seventy percent) of the tendered rate |
| (c) | Upto 75% (Seventy five percent) of cutting or filling | @ 90% (Ninety percent) of the tendered rate |
| (d) | Upto 100% (Hundred percent) of cutting or filling | @ 95% (Ninety five percent) of the tendered rate |
| (e) | Upto 100% after proper dressing of section and cutting of slopes etc. | @ 100% (Hundred percent) of the tendered of rate |

- 15.00 In addition to the provision in clause 3 of the condition of the contract the contractor shall be responsible for the damage done to any property or any injury to any person caused by him or by any body in his employment. He shall indemnify and keep the Government indemnified against all claims, damages, costs, charges and expenses whatsoever in this respect.

16.00

- 16.01 Claim for compensation, from any cause whatsoever, for which there is no provision in the contract, shall be made in writing to the Engineer-in-Charge with a copy to the Executive Engineer, within 48 hours of the occurrence of the event due to which compensation is claimed. In case of prolonged cause of such a claim, the contractor shall submit daily report, with full particulars and details of claim, to the Engineer-in-Charge. Any claims preferred after the time or otherwise as prescribed above shall be liable to be rejected.
- 16.02 If necessary, the contractor may be required to work at night also to carry out his obligations as regards the progress of work. No extra payment for work at night or during rain etc. shall be admissible.
- 16.03 No claim shall be admissible due to fluctuation in market rates of labour and material etc.
- 16.04 No claim shall be entertained for any damage to work or material or any suffered by the contractor due to rains strikes, festivals, illness or harvesting running of Canal etc. occurring prior to the final measurements and taking over of the work by the Engineer-in-charge.
- 16.05 No claims shall be admissible for less of interest or damages with respect to any money or balance which may be lying with the department owing to 'any dispute, difference or misunderstanding between the contractor and Engineer-in-charge in making running and final payments or any other respect whatsoever.
- 16.06 The quantity noted in the schedule are only approximate for comparing bids and no claims shall be made against the Government for excess or deficiency therein, whether actual or relative or complete deletion of any items. The department also reserves the right to get any item of work done either in part of full through an alternative agency, departmental or contractual.

17.00 Default of Contractor

- 17.01 Constant indifference to the instructions of the Executive Engineer, or the Engineer-in-charge on the part of contractor will render the contract Liable to action under clause 2 of the condition of contract.

18.00 Finds on the Work

- 18.01 Any finds made on the site of work such as relics or fossils articles of antiquity or other value or any coin minerals etc. shall be the absolute property of the Government of U.P. and shall be handed over intact by the contractor to the Engineer-in-charge. The contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately on discovery thereof and before removal, acquaint the Engineer-in-charge of such discovery.

19.00 Protection of Materials and Works

19.01 It will be the duty and the responsibility of the contractor to watch, protect and preserve in good conditions of work, materials and equipment during the period of construction. No claims on account of any damage during this period will be entertained and the contractor shall be liable to make good the loss to the Government on account of loss of materials issued to him and on account of repairs or reconstruction of the damaged work at his own cost.

20.00 Use of Construction Facilities

20.01 The government may undertake or award other contract for additional work at or in the vicinity of the work site and the contractor shall fully co-operate with such other contractors and Government employees and carefully fit in his own work to such additional works in accordance with the directions of the Engineer-in-charge. The contractor shall not commit or permit any act which will interfere with the performance of the work being done by any other contractor or by Government employees. The Contractor shall without charges permit the Government and such other contractor to use the roads, lighting installations and any other facilities constructed or acquired by the contractor for use in the performance of work under this contract as are available without entailing any increase in the cost of the contractor of maintenance or operation of such facilities.

21.00 Accident Prevention

21.01 The contractor shall at all time exercise responsible and proper precautions for the safety of the people on the work and shall comply with the provision of current safety laws and relevant construction code of the State Governments as may be applicable. He should also provide all necessary fencing and lights as required to protect the public from accidents. All machinery and equipment & other sources of physical hazards shall be guarded in accordance with the regulation of laws of the State Government and Government in India. The contractor shall be responsible for all risk to the lives and property of the people from whatsoever causes arising out of or in connection with the execution of the works during their progress, although all reasonable and proper precautions have been taken by the contractor. In case the Government (either alone or jointly with the contractor) shall be called upon by a court of law to make good any such loss or damages or to pay compensation (including that payable under provisions of the workmen's compensation act) to any person or persons sustaining damages as aforesaid by reasons of any act of or any negligence or commissions on the part of the contractor, the Government may be required to pay in respect thereof & the amount of the and costs of any costs or charges including legal cost in connection with legal proceedings which it may incur in reference thereto shall be recovered from the contractor.

21.02 Monthly reports of all accidents shall promptly be submitted by the contractor to the Engineer-in-charge giving such details as may be prescribed for that purpose.

22.00 Lien to withhold any payment due to the Contractor

22.01 The Government shall have a lien on and over all or any moneys that may become due and payable to the contractor under these presents, and or also on and over the deposit or security amount or amounts under this contract, which may become repayable to the conditions of contract in respect of any debt or sum that may become due and payable to the Government by the contractor either alone or jointly with another contractor and either under this or under any other contract transactions of any nature between the Government and the contractor and also in respect of any government tax or taxes or other moneys which may become due and payable to the Government by the Contractor either alone or jointly with another contractor under the provision of the Government act or any other statutory enactment in force in modification or substitution thereof Government shall at all times be entitled to deduct the debts sums of tax due from the moneys, securities of deposits which may become payable or returnable to the contractor under these presents.

23.00 Labour

23.01 If in the opinion of the Engineer-in-charge any employed or agent of the Contractor misbehaves or causes obstruction in the proper execution of work or otherwise makes himself undesirable the

Engineer-in-charge may ask the contractor to move such agent or employee from the site of the work and the contractor shall not be entitled for any loss or damage that may be caused by the removal of the persons as aforesaid.

24.00 Camp Site

24.01 The contractor shall provide, maintain and operate under competent directions. Of the Engineer-in-charge, camps and facilities convenient to the work and sufficient for suitable housing accommodation of all his employees including labour. He shall also provide facilities for community latrines, kitchen, bath rooms, dining halls and recreation for labours. The location, construction, operation and maintenance of such camps and facilities shall be subject to the approval of the Engineer-in-charge. Should the Engineer-in-charge at any time consider the arrangements unsatisfactory, he can undertake the necessary

improvements and alterations and recover the amount so spent from the contractor. The contractor will make his own arrangements for land of his camp sites. The Government will assume no responsibility for damages to or interference with the contractor's camp due to any operation under the contract or due to flooding, due to rains or any other cause.

24.02 The contractor shall have an office near the work site where notice of directions and instructions from the Engineer-in-charge may be served. One or two clerks or one authorised person shall receive such notices on behalf of contractor. Their names shall be intimated in writing to the Engineer-in-charge before start of work.

25.00 Building

Suitable accommodation should be provided to the labourers. Expensive and permanent type of buildings are not required but the accommodation provided should be substantial and have neat appearance, as approved by the Engineer-in-charge.

No labour or staff of the contractor shall, ordinarily be allowed to live with in the borrow area.

26.00 Water supply and fire protections

26.01 The contractor's camp site shall be provided with adequate water supply of pure water for domestic purposes. The water for this purpose shall be treated if necessary so as to give potable water for drinking. The contractor shall also make arrangement for adequate water for fire protection.

27.00 Sanitation

27.01 The Engineer-in-charge may establish sanitary and watch and ward rules and regulations for all forces employed under the contract. and if the contractor fails to enforce these rules, the Engineer-in-charge may enforce them at the expense of the contractor.

27.02 The camp site and its premises shall be maintained in clean and hygienic conditions to the satisfaction of the Engineer-in-charge. All garbage and refuse shall be collected regularly and shall be disposed off by burial, incineration or other satisfactory means.

27.03 Should the Engineer-in-charge at any time consider the arrangements made by the contractor to be unsatisfactory, he will give a notice to the contractor to make the necessary improvements within a week (in case of epidemic this period shall be 24 hours). If the contractor fails to improve the arrangements with the specified time, the Engineer-in-charge may make the necessary improvements and recover the cost thereof from the contractor's dues.

28.00 Fuel Storage Tanks

28.01 The storage of gasoline and other fuel oils or of butane, propane and other liquefied petroleum gases shall conform to the regulations of U.P. Government and Government of India.

29.00 Removal of Camp

29.01 After the completion of the work covered by this contract and before final payment is made under the contract, contractor shall remove any camp site located on land owned or controlled by the Government in the vicinity of the work all buildings and all other construction above the ground surface except building owned by the contractor. He shall neatly fill with earth all cellars, basements etc.

The contractor shall remove the building and other construction as herein provided, within a period of 30 days after the completion and taking over of the work covered by this contract. The building and other improvements shall become the property of the Government and at the option of the Government all or any part thereof may be removed as herein provided and in such event the cost of such removal will be deducted from the final payment due to the contractor. However with the written permission of the Engineer-in-charge, buildings and other construction may be abandoned and need not be removed.

Such buildings and other construction shall then become the property of the Government and the contractor shall have no claim whatsoever over it.

30.00 Payment for Camp Construction

30.01 No payment will be made to the contractor for the construction, operation and maintenance of camp and other camp facilities. The entire cost of such work is included in the rates the various items of the work and incorporated in the schedule of quantities. Similarly no payment will be made to the contractor for removal of camp as detailed in paragraph 27.01.

31.00 Death Bankruptcy etc.

31.01 If the contractor dies or commits any net of bankruptcy or being a corporation, commences to be wound up except for reconstruction purposes or carries on its business under a receiver the executors, successors or other representatives in law of the State of the contractor or any such receiver liquidator or any person in whom the contract may become vested, shall forth give notice thereof in writing in the Engineer-in-charge and shall stoppage of work have the option to carry out the contract subject to his or their providing such guarantees as may be required by the Engineer-in-charge, but not exceeding the value of the work. The period of the option under this Para shall be fourteen days not exceeding the value of the work. The period of the option under this Para shall be fourteen days only, provided that, should the above option not be exercised, the contract may be terminated by the Government by giving notice in writing to the contractor and the Engineer-in-charge may exercise the same power which he could exercise and will have same rights he would have as though the work had been taken out of the contractor's hand.

32.00 Tools and Plants

32.01 The contractor shall make his own arrangements for tools and plants for which no extra rate shall be paid. The rate shall be inclusive of all such expense but in case the contractor shall demand any such T & P which is available and spare with the division, it may be supplied on payment of rent as fixed by the Executive Engineer. The contractor shall return the same in good condition otherwise cost as decided by the Executive Engineer shall be recovered from the contractor. The decision of the Executive Engineer will be final and binding on the contractor.

33.00 Materials

33.01 The contractor may also be issued stock material other than those mentioned in the agreement in small quantities for bonafide requirements relating to this work, subject to their availability at the discretion of the Executive Engineer, at stock issue rate or market rates, whichever are higher. But this is not binding on the Debarment and no claim whatsoever shall entertained on account of failure by the Department to supply such materials.

34.00 Commencement of work

34.01 The order to commence the work shall be obtained in writing from the Engineer-in-charge by the contractor. Without the written order, the contractor shall not enter upon or commence any portion of work. If he does so, the contractor shall have no claim to ask for measurement or payment for work and shall be responsible for any claims or damages that may arise due such unauthorised commencement or entry.

34.02 The contractor shall begin the work under this contract, within one week after the date of receipt of notice to proceed with work, failing which his contract may be rescinded and security money forfeited.

35.00 Drawings

35.01 Drawings not enclosed with the contract bond shall be supplied by Engineer-in-charge. Where no detailed drawings are furnished, the work shall be executed as per written directions of the Engineer-In- charge.

36.00 Technical Audit Cell

36.01 The works of this agreement are subject to inspections by the Technical Audit Cell of the Irrigation Department. Any recoveries due to defective materials or defective execution of work pointed out by the said cell, be made good by the contractor or recovered from his dues to the department as per clause 18 of conditions of contract even after final payment.

37 The work of restoration of external section of canal consists of earth work including all leads & lifts, ramming, dressing, manual compaction with cost of watering, all labour, T&P and earth etc. required for proper completion of work as per I.D. specification. The rate includes all taxes, royalty of earth to be levied on contractor as per statutory orders of State/Central Govt. and also includes of earth borrowed from private land beyondM. from the edge of permanent land of canal.

37.02 The contractor shall have to make arrangement of land if required for borrow area at his own, and all expenses incurred on this account shall be borne by the contractor. Irrigation Deptt. shall not be responsible for arrangement of land required for the borrow area.

SCHEDULE OF PROGRESS FOR WORK

Const

Sl. No.	Period	Progress during the period	Cumulative Progress
1.	At the end of 1/4 time limit	15%	15%
2.	At the end of 1/2 time limit	25%	40%
3.	At the end of 3/4 time limit	30%	70%
4.	At the end of full time limit	30%	100%

In case the contractor fails to complete the progress in the first quarter period he shall accelerate the progress in the next quarter period failing which he shall at not the provisions of Para 2A of the condition of contract.

DECLARATIN FORM

I hereby declare that none of my relative is employed in the Irrigation Department
I..... Contract
working in sub-Dn. of
.....

..... hereby declare that no work shall be taken in hand by me
or by my authorised agent proper work order or written statement is given to me. In case of
default on my part, I fully understand that my Security Deposit will be forfeited and I will be
removed from the list of approved contractor.

Signature of Contractor

Signature of Contractor

1. Contractor
2. Contractor
3. Contractor