

**IRRIGATION DEPARTMENT**  
**UTTAR PRADESH**

**EXECUTIVE ENGINEER**  
**TUBEWELL CONSTRUCTION DIVISION, 89 CANT, KANPUR**

Telephones: 0512-2302131, Fax: 0512-2302131

**PREQUALIFICATION OF TECHNICAL AND FINANCIAL BID FOR**

Carriage & Supply of Peagravel at State Tubewell at Lakh Bahosi Pakshi Vihar  
Point No-4, Block: Umarda, District: Kannauj.

Bid Reference : 05/EE/2017-18

Dated: 07.09.2017

E-Tender Portal : <http://etender.up.nic.in>

**CRITICAL DATES**

<b>S. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Publishing Date	11.09.2017	17.00 Hours
2	Bid Submission Start Date	11.09.2017	17.00 Hours
3	Bid Submission End Date	30.09.2017	15.00 Hours
4	Technical Bid Opening Date	05.10.2017	13.00 Hours
5	Financial Bid Opening Date	05.10.2017	15.00 Hours

**Place of opening e-Bids:** Office of Executive Engineer, Tubewell Construction Division, 89 Cant, Kanpur-208004

**Cost of Work:** Rs.02.50 Lacs approximate.

**Executive Engineer**  
**Tubewell Construction Division**  
**Kanpur**

## **E-BID NOTICE**

### **PRE QUALIFICATION OF TECHNICAL BID**

Carriage & Supply of Peagravel at State Tubewell at Lakh Bahosi Pakshi Vihar Point No-4, Block: Umarda, District: Kannauj.

Online e-bids are invited from contractor/firms who are already registered in irrigation department U.P. in Class-A/B category from 11.09.2017 to 30.09.2017. The technical Bid part of e-tender shall be opened on 05.10.2017 at 13.00 Hrs. or after wards. The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in> and website <http://irrigation.up.nic.in> The Tendering authority reserves the right to cancel any or all the e-Bids or annual the Bidding process without assigning any reason thereof. Financial e-Bid will be opened on 05.10.2017 at 15.00 Hours.

**Executive Engineer  
Tubewell Construction Division  
Kanpur**

Bid Reference 05/EE/2017-18 Dated: 07.09.2017

**OFFICE OF EXECUTIVE ENGINEER**  
**TUBEWELL CONSTRUCTION DIVISION- KANPUR**

**BILL OF QUANTITIES**

**Name of work:** Carriage & Supply of Peagravel at State Tubewell at Lakh Bahosi Pakshi Vihar Point No-4, Block: Umarda, District: Kannauj.

Opening of the Tender:

Time Allowed :

Earnest Money :

Sr. NO.	Details of Work	Unit	Rate	E-Tendered Rate	
				Figure	In Words
1	Carriage & Supply of Peagravel of size 2.00 mm to 3.50 mm from Lal Kuan district Haldwani, Uttrakhand including loading , unloading & stacking at site as per ID Specifications at following sites:				
A.	State Tube-well Lakh bahoshi Pakshi Vihar Point No.-4, Block: Umarda, District: Kannauj , approximate distance 330 Km from Lal Kuan	50 M <sup>3</sup>			

**Executive Engineer**  
**TWCD Kanpur**

**Contractor**

## ई-निविदा सूचना संख्या / 05 / अ0अ0 / 2017-18

### विशेष नियम एवं शर्त :-

1. निविदादाता को निविदा डालने के लिये <http://etender.up.nic.in> पर पंजीकरण कराना अनिवार्य होगा। निविदा आनलाईन डालने हेतु निविदादाताओं के पास किसी डिजिटल सिग्नेचर सर्टिफिकेट सर्टिफाइंग अथारिटी द्वारा निर्गत डिजिटल सर्टिफिकेट होना अनिवार्य है।
2. निविदादाता निविदा में दी गई शर्तों को निविदा प्रेषित करने से पूर्व अवश्य देख ले।
3. सशर्त निविदायें स्वीकार नहीं की जायेगी।
4. अनुबन्ध करने से पूर्व निविदादाता को कुल कार्य की लागत का 10 प्रतिशत जमानत धनराशि के रूप में देना होगा। अनुबन्ध करते समय धरोहर धनराशि को जमानत धनराशि में समायोजित कर लिया जायेगा।
5. अनुबन्ध करने से पूर्व 10% जमानत धनराशि पर नगद जमा की गई धनराशि पर रूपया 125/- (एक सौ पचीस रूपया मात्र) प्रति हजार की दर से एवं एफ0डी0आर0/राष्ट्रीय बचत पत्र के रूप में जमा की गयी राशि पर 70/- (सत्तर रूपये मात्र) प्रति हजार की दर से स्टाम्प ड्यूटी जमा करनी होगी। जो स्टाम्प पेपर के रूप में मान्य होगी।
6. टेकनिकल आडिट सेल अथवा उच्च अधिकारियों के निरीक्षण के समय यदि किसी प्रकार की कटौती प्रस्तावित की जाती है तो उसकी वसूली ठेकेदार से की जायेगी।
7. ठेकेदार से कराये गए कार्य का भुगतान करते समय बीजक से आयकर/जी0एस0टी0/ लेबर सेस आदि की कटौती नियमानुसार की जायेगी।
8. प्रत्येक निविदादाता को निविदा के साथ रू0 100/- (एक सौ मात्र) के स्टाम्प पेपर पर एक रूपये का हस्ताक्षर युक्त रसीदी टिकट लगाकर यह अंकित करना अनिवार्य होगा कि निविदित दरें 90 दिन तक मान्य होगी।
9. किसी भी निविदा अथवा समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार अधोहस्ताक्षरी को सुरक्षित होगा।
10. कार्य की मात्रा घट बढ़ सकती है, जिसे लिए कोई अतिरिक्त क्लेम मान्य नहीं होगा। कार्य संपादन के दौरान यदि कार्य के मानकों अथवा विशिष्टियों में कोई परिवर्तन होता है तो उस कार्य हेतु ठेकेदार को किसी प्रकार से कोई अलग भुगतान नहीं किया जायेगा।
11. निविदादाता का आयकर एवं वाणिज्य कर में रजिस्ट्रेशन आवश्यक है। इसका प्रमाणक निविदादाता को प्रस्तुत करना होगा।
12. निविदादाता द्वारा निवेदित दरों पर किसी भी प्रकार का अन्य शुल्क विभाग द्वारा देय नहीं होगा।

अधिसासी अभियन्ता  
नलकूप निर्माण खण्ड,  
89, कैन्ट, कानपुर

## **Technical Terms & Conditions (Part B)**

- 1— निविदादाता को सिंचाई विभाग में कम से कम 100 घन मीटर बजरी की आपूर्ति का प्रमाणपत्र निविदा के साथ संलग्न करना होगा। इस प्रमाण पत्र के अभाव में निविदा पर विचार नहीं किया जायेगा।
- 2— बजरी की आपूर्ति भारतीय मानक ब्यूरो के आई0एस0 4097—1999 के मानक के अनुरूप अथवा इसके लेटेस्ट संशोधन के अनुसार करनी होगी।
- 3— बजरी लालकूआ खदान की ही मान्य होगी।
- 4— बजरी के साइज में अन्तर होने पर बजरी की छनायी कर उपर्युक्त पायी गयी बजरी का भुगतान किया जायेगा। छनायी कार्य में हुये व्यय की धनराशि को बीजक से समायोजित कर लिया जायेगा। निर्धारित साइज से कम या ज्यादा साइज की बजरी मान्य नहीं होगी।
- 5— बजरी आपूर्ति के पश्चात् आपूर्तिकर्ता को उत्तराखण्ड सरकार के खनिज विभाग द्वारा प्रदत्त प्रमाण पत्र एवं अन्य संबंधित प्रपत्र साईट इंचार्ज को उपलब्ध कराने पड़ेगे अन्यथा की स्थिति में ठेकेदार के बीजक से नियमानुसार कटौती कर ली जायेगी।
- 6— कार्यस्थल पर आपूर्तित बजरी के चटटे लगाने पड़ेगे तथा अवर अभियन्ता द्वारा उसका मापन ठेकेदार की उपस्थिति में किया जायेगा।
- 7— उक्त कार्य/अनुबन्ध में यदि कोई विवाद उत्पन्न होता है, तो अधीक्षण अभियन्ता, नलकूप मण्डल, कानपुर का निर्णय अन्तिम व सर्वमान्य होगा।
- 8— टी0ए0सी0, जांच एजेन्सी अथवा उच्चाधिकारियों के द्वारा यदि कोई पेनाल्टी किए गये कार्यों के विरुद्ध प्राविधानित की जाती है तो वो ठेकेदार के भुगतान हो जाने की दशा में उसके लम्बित अन्य भुगतानों से कटौती कर समायोजित की जायेगी।
- 9— उक्त आपूर्ति का कार्य सिंचाई विभाग के द्वारा निर्धारित मानकों एवं समय—समय पर निर्गत विभागीय **Standing order** में दिये गये आदेशों का अनुपालन करते हुये इंजीनियर इन्चार्ज की देखरेख में सम्पन्न कराया जाएगा।
- 10— कार्य का भुगतान अधीक्षण अभियन्ता, नलकूप मण्डल, कानपुर द्वारा अनुमोदित की गयी दरों पर किया जायेगा।
- 11— कार्यस्थल पर कार्य सम्पन्न कराते समय यंत्र—संयंत्र तथा कार्यरत कुशल/अकुशल श्रमिकों की सुरक्षा का दायित्व पूर्णतया: निविदादाता का होगा। विभाग किसी प्रकार की यंत्र—संयुत्र में हुयी टूट—फूट अथवा श्रमिकों के साथ हुयी किसी भी प्रकार की आकस्मिक घटना अथवा जन—धन की हानि हेतु उत्तरदायी नहीं होगा।
- 12— ठेकेदार द्वारा निविदा में दरें समस्त करों को सम्मिलित करते हुये दी जायेगीं। ठेकेदार को अलग से किसी प्रकार का कोई भी कर नहीं दिया जायेगा।

**अधिशाली अभियन्ता  
नलकूप निर्माण खण्ड,  
89, कैन्ट, कानपुर**

**I.D. FORM NO.111**

**CONDITION OF CONTRACT**

Further deposit

**CLAUSE1-** The person or persons whose tender is accepted ( herein after called the “Contractor” ) shall within one week after his or their to tender has been accepted deposit the Government of Utter Pradesh ( herein after called the “ Government”) either in cash or in securities as provided in paragraph 614 and 615 of financial hand book, volume VI such sum as will the earnest money deposited with the tender amount to Rupees..... and where ant security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that sum represented by it can be realized with out the or assistance of the contractor . The contractor shall also permit Government ay the time of making ant payment to him for work done under the contract to deduct .....percent of all moneys so payable on account of money to be adjusted in the last deductions with amount :-

Deduction from  
payment

- (i) In case of works estimated to cost up to Rs. 1,00,000/- to 10% of the estimated cast .
- (ii) In the case of works estimated to cost more than Rs. 1,00,000/- & up to Rs. 2,00,000/- to 10% on the first 10,000/-& 7<sup>1/2</sup> % on the balance and,
- (iii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7<sup>1/2</sup> % on the next Rs. 1,00,000/- and 5% on the balance unless he is/they are exempted from payment or security deposited if individual case or has/have deposited the out of the security ay the rate of fixed deposit or Guarantee Bonds of ant scheduled Bank in India.

( G.O. Number 5479/Sa Kha/81-23/81/N-79 Dt. 05-11-82)

Security Deposit

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

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

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

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

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

**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 date fixed by the Executive Engineer for the commencement and completion of such work and shall in interval between those dates keep the work up to the schedules 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 everyday that the work is so in arrears the contractor shall be liable to pay as compensation as amount equal to one percent or such smaller amount as the Executive Engineer ( whose decision in writing shall be final) may decide, on the estimated cost of the whole work :- Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender .

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

Compensation for delay

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

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

Action by which whole of security deposit is forfeited

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

- (a) He may rescind the contract giving the contractor notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's security deposit for the use of the Government as compensation for loss caused by the contractor's default.
- (b) He may, after giving the contractor.....day's notice in writing of his intention to do so, measure up the work done by the

contractor and then employ and pay laborers 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 ay 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 go be paid by the contractor. If any work is taken over by the .....Engineer the certificate in writing of the Executive Engineer or of the Sub- Divisional Officer as to its cost and value shall be final and conclusive against the contractor .

- (c) He may, after giving the contractor.....day's notice in writing of his intention to do so measure up the work done by the contractor take the work out of his hands and give a contract for its completion to another contractor and may postpone till the completion of the work the assessment of the compensation to be paid by the original contractor. If the.....Engineer elects to give the completion of the work to another contractor the original contractor shall pay any expenses which may be incurred in excess of the sum which would have been paid to him if the whole work had been carried out by him, and a certificate in writing of the Executive Engineer or of the Sub-Divisional Officer shall be final and conclusive as against the original contractor as to the amount of any such expenses .
- (ii) If the.....Engineer dose not desire to do so the work, the contractor shall not be entitled to compensation for ant loss sustained by him by reason of his having purchased or procured any materials, or entered



into any engagement, or made any advances on account of or with a view to execution of the work or the performance of the contract, and shall not be entitled to recover or be paid or be given credit for any sum for any work therefore actually performed by him under his contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under his order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified .

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

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

**CLAUSE -4** If the .....Engineer exercise any of the power given to him by clause 3 he may, if he so desires take possession of all or any of tools , plant materials and stores in or upon the work or the 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 rate, or in the case of these not being applicable, at current Market rates to be certified by the Executive Engineer , whose certificate thereof shall be final and if the .....

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

..... Engineer does not desire to do so, the Executive Engineer may, by notice writing to the contractor or his clerk or the work's foreman or other authorized agent , required him to remove such tools, plants, materials or stores from the premises ( within a time to be specified in such notice) and if the contractor fails to comply with any such requisition , the Executive Engineer may remove them at the contractor's expense and at his risk in all respects by auction or private sale and the certificate of the Executive Engineer as to expenses of any such shall be final and conclusive against the contractor .

Extension of Time

**CLAUSE -5** If the contractor desires an extension of the time for completion of the work on the ground of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the .....Engineer within 30 days the existence of such hindrance first becomes known to him and the .....Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore , authorize such extension of time as may, in his opinion be necessary or proper .

Final certificates

**CLAUSE-6** On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer ( thereafter 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 , door, windows walls floor or other part of any building in, upon and about which the work has been executed or of which he may have had possession for the purpose of execution thereof, and, if the contractor fails to do so on or before the date fixed for completion of work the Engineer-in-charge may do so , and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such scaffolding, surplus material 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 .

Payment on intermediate certificate 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 payment will only be made as advances to be credited to Government in the final settlement of accounts , with the contractor and not as payment for work completed and passed and the making of any such payment shall not either preclude the Executive Engineer or Sup-Divisional Officer from requiring the contractor to remove or reconstruct or –erect any work on the ground that such work is bad unsound imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude, determine or affect in any way the powers of the Engineer –in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge 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 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 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 item of work, unless the part of the work in question is not in the opinion of the Engineer-in-charge , capable of measurement in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in charge shall be final and conclusive against the contractor as to the basis upon

which payment is to be made in such cases and as the amount to be paid .

Bill to be submitted monthly

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

Bill to be on printed forms

**CLAUSE-11** The contractor shall submit all bills on the printed form which will be supplied to him at the rates specified in the tender or in the case of any extra work ordered in pursuance of these condition and not mentioned or provided for in tender at the rates hereinafter provided for such work.

Stores supplied by Government

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

All materials so supplied to the contractor become the property of the contractor, but shall not on any account the removed from the site of the work until the whole work is certified to be completed by the Executive Engineer and shall ay all times be open to inspection by the Engineer-in-charge . The Executive Engineer shall, however have the option to take over any such materials, if unused at the time of completion or termination of the contract at the specified issue rate, or the current market rate which ever is less.

**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 which the Directors of Industries has made arrangement and articles supplied by the contractor shall conform to such specification and/ or tests, if any/or, sincerely may be prescribed by the Directors of Industries in consultation with the consuming department .

Stores imported from Europe to be obtained from Government

**CLAUSE 14** The contractor shall obtain from the stores of the Engineer-in-charge, all such imported stores or materials as may be required in ant considerable quantity for the work or ant part thereof or for making up

articles required therefore or in connection therewith . The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge, will be debited to the contractor in this account ay the rated shown in the schedules attached to the contract and if they are not entered in the schedules they will debited ay the cost price , which for the purpose of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery for the same at the stores aforesaid . The Executive Engineer may issue materials to a contractor from existing stock if he asked for ant excess of those excess in the schedules . In such case the price charges will be stock rate or the market rate whichever is greater .

Work to be executed in accordance with specification drawing orders etc.

**CLAUSE 15** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and every respect in strict accordance with the specification both as regards materials and otherwise . The contractor shall also conform exactly , fully and faith filly to design drawing and instruction 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 ay his own expense have of the specification, and of all such designs, drawing and instruction as aforesaid made for his own use.

Alterations specification and designs .

**CLAUSE 16** The Engineer-in-charge shall have power to make such alteration or addition to the original specifications drawings, designs and instruction as may appears 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 instruction which may be given to him writing signed by the Engineer in charge and such alterations shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall carried out by the contractor on the same condition in all respect on which be agreed to the main work and at the same rates as are specified in the tender for the main work . The time for completion of the work shall be extended in the proportion that additional work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportions. If the additional work includes any items for which no rate is specified hereunder , then the contractor shall carry out the work ay the rate entered in the schedules of Rates of the District but if the schedules 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 a dispute the decision of the Superintending Engineer shall be final and binding on the contractor.

Do not invalidate contract

Extension in time in consequence if alteration

Rates for additional works not in estimate or schedule or 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 order of his immediate superior, may at any time notice in writing to the contractor either stop the work all together 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 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 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 whatsoever for the loss of profit which he might have if he had been allowed to compete all work included in the tender.

Action and compensation payable in case of hand work .

**CLAUSE 18** If the Engineer –in-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provided 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 complaints 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 respect with the requirements of any such notice within ten day's after the expiration of the period specified in that notice the Engineer-in-charge may himself remedy such defects, or as the case may be replace such materials or articles , and contractor shall pay all expenses incurred by the Engineer-in-charge in so doing and the

certificate in writing of the Engineer-in-charge as to the amount of any such expenses shall be final and binding upon the contractor .

Work to be open to inspection

**CLAUSE-19** All works under or in course of execution 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 times during the usual working hours, and on any other occasion of which he shall have had reasonable notice either himself be present to receive orders an instructions or have responsible agent duly accredited in writing present for that purpose . Order given to any such agent has the same effect as order given to the contractor himself.

**CLAUSE 19 A** No labourer below the age of 12years shall be employed on the work .

**CLAUSE- 19B** The contractor shall pay to his labourer a fair wages .

**CLAUSE-19C** The contractor before he commences work shall (a) post in conspicuous place on the work w notice giving the rates or wages have been certified as fair by the Executive Engineer , and (b) send the copy of the notice to the Executive Engineer .

**CLAUSE 19D** The contractor shall be bound and shall be responsible to comply with the provisions or the labour laws in force in state of Utter Pradesh including the minimum wags Act of ant enactment in supervision, extension or modification thereof which may be passed ay any times from time to time by a competitive legislative body and may effect in the state of Utter Pradesh and the Rules and Regulations made there under or ant amendment or modification thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne the contractor shall nither demand nor claim shall be entitled to ant additional payment for the reason that he failed to take in to account any such expense in his tender or that ant subsequent amendment in such laws or rules have changed 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 Utter Pradesh and the rules and regulations made there under, the Government is obliged to pat any sum in the execution of the work , Government will recover from the contractor the amount so paid; and without prejudice to other rights of the Government , the Government shall be ay liberty to recover such amount or any part thereof by deduction it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise .

**CLAUSE 20-** In order that the work may be measured and the correct dimensions thereon taken, the contractor shall not cover up any part of the same or otherwise place it beyond reach of measurement until he has either obtained the consent in writing of the Engineer-in-charge or his subordinate- in-charge of the work or until he has given to the Engineer-in-charge or such subordinate five day's notice in writing that the work is ready for measurements. If the contractor covers up any work or ;laces 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 ay his own expense in order that if may be measured or shall forfeit the price of such work and of the material used in its construction .

Contractor or responsible agent to be present

Notice to be given before work is covered up

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

Deirection of work

**CLAUSE 22-** Except where otherwise specified in the contract the decision of the .....Engineer from the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meeting of the specifications, designs, drawing and instructions herein before mentioned . The decision of such Engineer as to the quality of workmanship or materials used on the work, or as to any other question. Claim, right matter or thing whatsoever in any way arising out or relating to the contract design. Drawing. Specification, estimates instructions. Order of these conditions or otherwise concerning the work or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor shall also be final and conclusive and binding on the contractor.

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

**CLAUSE 23-** If the contractor or his work people or servants shall break deface, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed. Of if any damage shall happen to the work while progress from any case 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 .

Contractor to supply plant, ladder, scaffolding etc.

**CLAUSE 24-** The contractor shall supply at 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. Appliance. Implements, ladders, cordage. tackle. scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract referred to in conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in- charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, and shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workmen with the means and materials necessary for the purpose of setting out of works, and for counting , weighing and assisting in the measurement or examination of the work , or materials ay ant time . If the contractor fails to do so the same

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

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 or defense of every suit , action or other proceedings by law that may be brought by any person for injury sustained owing to neglect of the above precautions, and shall also pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Female labour not to be employed

Work not sub-let

**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 the Government in any way relating to his officer and employments, or if any such officer or shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the Government , the ..... Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensue as if the contractor had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Sum payable by way of compensation to be considered as reasonable compensation without

**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.

Changes in constitution of firm.



Action where no specification

**CLAUSE 29-** In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with the district specification, and if there is no districts specification, the work shall be carried out in all respects in accordance with instructions and requirement of the Engineer –in-charge.

Definition of work.

**CLAUSE 30-** In these conditions unless there is something in the subject or context repugnant to such an interpretation, the expression “work” mean the work to be done or executed under the contract or whether such work is permanent or temporary and whether it is original, altered. Substituted or additional.

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

**CLAUSE 31-** The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross, and not the net amounts of the bills for the work done .

**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 workmen employed by the contractor or by any sub- contractor from him in execution of the work Government will recover from the contractor the amount of the compensation so paid: and without prejudice to the rights of the Government under section 12, sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deduction it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by the Government to the contractor whether under this contract or otherwise .

(2) Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs fro which Government might become liable in consequence of contesting the claim.

Compensation to workmen

**CLAUSE 33-** Notwithstanding anything stipulated in the aforesaid clauses, Government shall have power retain ant sum due to the contractor(s) and set off all claims against him (them) whether arising out of the particular contract or out of any other transaction or contract held by him (them\_) alone or in partnership with others.

**CLAUSE 34-** All disputes in respect of this contract arising between Contractor and the Department will be put to the Superintending Engineer .....and his decision shall be final and

legally binding on both parties .

**CLAUSE 35-** Quantities are liable to variation on other sides without entitling the contractor to compensation on his account .

**CLAUSE 36-** Contractor shall himself make proper living accommodation water and sanitary arrangement etc. for labour which ordinarily should be arranged through Employment Exchange will give preference Ex-servicemen . He remove any undesirable if order by the department.

**CLAUSE 37-** Claims not preferred within 48 hours occurrence are liable to be rejected .

**CLAUSE 38-** No extra payment shall be made to the contractor for making profits and namusa in connection with the executing of work as per G.O. No 355-3B/6 XXIII-IB II dated 22-06-66.

**CLAUSE 39-** During the course of construction if any emergency is forwarded due to any clause or claim of work the contractor shall send a registered notice to the Executive Engineer in charge within a fortnight of the origin of the claims. If he fails to do so on if he postpones of such claims till the completion of work he will be entitled to on compensation .

**CLAUSE 40-** The contractor shall not influence the workman directly or indirectly labour borne on the muster Roll or by any other contractor by paying higher wages or providing extra facilities without the permission of the Executive Engineer and if dose so contrary to the above will be responsible for the loss or damage caused or claimed by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both parties .

**CLAUSE 41-** This agreement is subject to the standard specification the clearance of size shall be done by contractor at his own expenses .

**CLAUSE 42-** Income tax at the rate of 2% shall be deducted from the bill in terms of sub section (i) section 194 (0) of Income tax Act XVI of 1972.

For family planning  
purpose in contract .

**CLAUSE 43-** The contractor agrees to persuade all his labour and other Employees including casual labour employed by him to adopt family planning techniques ( including vasectomy and tubectomy ) on lines with policies and programme announced by the State Government from time to time in relation to the State Government from time to time in relation to the State Government so far as may be applicable and to furnish to Engineer in charge monthly report in this behalf .

( G.O. No 5032/76-23CE/1975-76 dated at Sept.1976.

Schedules showing (approximate ) materials to be supplied from Public Works Stores for Works contracted to be executed and the rates at which they are to be charged for, vide clause 12 of Conditions .

e-tender 05/ee/tcd/2017-18

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

Signature of Contractor

Signature of Sub-Divisional Officer

Executive Engineer

**I.D. Form No.112**

**PUBLIC WORKS DEPARTMENT, UTTAR PRADESH**

.....Division .....Sub Division

**ITEMS OF PERCENTAGE RATE-TENDER OF CONTRACTORS**

Name of work .....

Name of contractors .....

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

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

And signed by the .....

Executive Engineer

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

Sub-Division Officer

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

Executive Engineer

Available of public inspection ay the office of

Sub-Division Officer

The .....during the office hours .

Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by person holding a power-of-attorney authorizing him to do so.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors

4. are described in their tender as a firm in which case the receipt must be signed in the name of the firm by the one of the partners or by some other persons having authority to give effectual receipts for the firm.
5. 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 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 envelopes.

6. (1) The Executive Engineer or this duly authorized assistant will open in the presence of any intending contractor 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 there upon be given to the contractor, who shall thereupon for the purpose of identification, sign copies of the specification and other document mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.  
 (2) When tenders are received by the Sub- Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive-Engineer for orders. The earnest money if in currency noted 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 forms 85 & 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 tenders.
7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to

Sub-Divisional Officer

The .....and the contractor shall be responsible for seeing that he procures a receipt signed

Executive Engineer

Sub-Divisional Officer

By the .....

Executive Engineer

8. The memorandum of work tendered for shall be filled in and completed in the office of Sub-Divisional Officer  
The .....before the tender form is issued.

Executive Engineer

9. The Amount of the earnest money should ordinarily be- Rs
- |   |     |
|---|-----|
| (a) When the amount of the tender 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. 1,000                  | 200 |
| (d) For each additional Rs. 5,000 of portion of Rs 5,000 a further sum of | 100 |

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

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

## TENDER FOR WORKS

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

## MAMORANDUM

(a) General description

(a) If several sub- work are included they should be detailed in a separate list .

(b) Estimated cost

( c) Estimated cast

(b) Vide rule 9 on pate9.

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

Item	Item of work	Approximate number of Quantity	Unit	Per	Rate (e) Tendered (e) sanctioned		
					(f) in figure		(f) in words
					Rs.	P.	

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

N.B. ( When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the columns should be filled by the Sub-Divisional Officer/ Executive Engineer).

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



“I” or “we” .....tender at .....per cent above the rates entered above.

Or

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

Should this tender be accepted .....hereby agreed to abide by and fulfill all terms and conditions of contract annexed to the approved set of contract documents or in default there of to forfeit and pay to Governor of Utter Pradesh or his successor-in-Office the sums of money mentioned in the conditions.

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

Dated the ..... day of ..... 19

Signature of witness to contractor's .....  
.....

Signature

Signature of contractor before submission of tender  
Witness  
Address

Occupation

Here enter

“ Recommended” or .....  
“Non recommended” .....  
.....

Signature Date.....Sub-Divisional Officer ..... Sub-Division

Signature .....  
.....

Date .....Executive Engineer .....Division

Signature .....and Date **Superintending Engineer** .....Circle  
official designation of the

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

.....

.....

Dated .....day of .....19

## **FORM OF RELATION CERTIFICATE**

निविदा सूचना प्रपत्र सं० एम.एफ. 69/70 की भातों के अनुपालन में श्री/मैसर्स..... प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी..... वृत्त ..... में अथवा इस वृत्त के अन्तर्गत खण्डों में कार्यरत नहीं है ।

दिनांक .....

फर्म के अन्तर्गत प्रतिनिधि/ठेकेदार के हस्ताक्षर

नाम .....

पूरा पता .....

.....

.....

फोन नं० .....

## Contractors Address Slip

Name of Work .....

..... my address is given as below all the correspondence related the bond for the above referred work may be made with me on this address which shall be deemed the have delivered to me.

Dated.....

.....

Signature of Contractor

Full Address.....

.....

.....

Phone No.....

**Annexure-‘F’**

**As per G.O. NO. 333/VII-GO dated 30-6-75 and amended vide G.O. No. 592/VII-GO 199-75 dated 30-10-75 (Agreement) to be submitted on General Stamp of Rs. 100/- alongwith Revenue Stamp of Rs. 1/- affixed on it.)**

**AGREEMENT**

Tender invited by assistant Engineer, IV, Tubewell Construction Division, 89, Cantt, Kanpur

Tender for .....

.....

Tender Notice No...../AE IV/ Dated.....

Name of Tenderer : M/s .....

In consideration of the Government of Uttar Pradesh having treated the tenders to be an eligible person whose tender may be considered, the tenderer hereby agrees to the conditions that proposal in response to the above invitations shall not be withdrawn within 90 (Ninety) days from the date of opening, also to the condition that if there after the Tenderer does withdraw his proposals with the said period the Earnest money deposited by the tenderer may be forfeited to the Government of Uttar Pradesh in discretion the latter.

**NOTE :**

1. Tenderer hereby also agrees that if subsequent to the submission of his tender the tenderer amends, alters or modifies the contents of his tender which are not acceptable to the department, then tenderer shall, for the purpose of the aforesaid condition be deemed to have withdrawn his proposals.
2. If a tenderer who is exempted from furnishing the Earnest money, withdraws his proposal within the said period, he may on the description of the Government of Uttar Pradesh can be debarred for tendering of a period one year, reckoned from date of opening of the tender.

Signed this .....Day of .....20

.....

Witness : 1

Signature of the Tenderer

Witness : 2

Signature of Contractor

Signature of Sub-Divisional Officer/Executive Officer