

INDEX

S. No.	PARTICULARS	From	To
1.	Tender Notice		
2.	Declaration of Contractor of Validity		
3.	I.D. from 112		
4.	I.D. from 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.	Speciment Signature of the Contractor		
12.	Agreement General Stamp Paper		
13.	Stamp Paper		
14.	Acceptance Letter		
15.	Date of Start		
16.	Drawing / X-Section		

DECLARATION

We

.....
.....

hereby declare that no work shall be taken in hand by me or my authorised agent unless a proper work order or written order is issued to me by Executive Engineer / S.D.O. In case of default on my part. I fully understand that my security deposits will be forfeited and our name will be removed from the list of approved contractor.

Dated

.....

Contractor's Signature

PUBLIC WORK DEPARTMENT OF UTTAR PRADESH
DIVISION SUB DIVISION
ITEM OF PERCENTAGE RATE TENDER OF CONTRACTORS

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 pasted on a board hung up in the office of and signed by the Sub Division Officer / Executive Engineer L.D.E.Y.C. Muzaffargar. 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 has work, 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 percentages, if any, to be deducted form bills. This set of contract documents consisting of copies of drawing and details of the proposed work specifications, schedule of quantities of various items or works and a form of the printed conditions of contract together with the form of tender to be used signed for the purposed of identification ny the Sub-Divisional Officer / Executive engineer approved by the authorised / by the competent officer to make the contract shall be available for public inspection at the office to Sub-Division Officer / Executive Engineer during the office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Bank tende documents can be obtained from the office of the Engineer during office hours on any working day between 11.00 to 16.00 yours on payment of their cost which shall not be refundable. The sale of tender, documents comprising of Notice of invitation of tender, alongwith corrigendum issued if any, General rules and directions for the guidance of contractors for submitting tenders, tender for work terms and conditions of contract, special condition of contract, technical specifications and general arrangement drawing shall be stoped at 13.00 hours on the date of opening the tenders.
4. The tenders will be opened publicly on at hrs. in the presence of those tenderers or their authahorised representative in the office of the Executive Engineer tender received after the specified time as mentioned above shall not be entertained.
Tender must be accompanied with earnest money of Rs. in the form of Postal Saving pass book, N.S.C., N.P.C. or deposit receipts of any scheduled bank duly pledged to the Executive engineer Earnest money in cash or by cheque shall not be accepted. Tenders without earnest money shall not be considered and shall not be considered and shall not be included in the comparative statement.
5. Each tenderer should carefully examine the conditions of contract drawings and specifications, visit the site of works and fully staisfy and acquaint himself about the nature and location of the work, configuration of the gournd, spring level sub-suffrace contitions, character and quantity of material to be ancountered, the character of equipment and facilities needed preliminary to and during the execution of work, leads and lifts involved and general and local conditions which may, in anyway, effect the work or the cost thereof.
6. Tender documents duly signed by the contractor shall be submitted in a sealed cover. The name of the work and name of tenderer with full address shall be written on the outside left corner of the envelop.
7. The tenderers are hereby informed that they have to tender rates for each and every item contained in the schedule of quantities and bids, as per conditions of this tender otherwise their tender will not be consider.
8. Tenderer rated shall be legible written in red ink and English or in Hindi and in Indian Currency both in Figures and words. In case of any discrepancy, the rates in words shall govern Erasures and delete overwritings and strictly prohibited all corrections must be intialed and dated by the tenderers.
9. In consideration of the Govt. having treated the tenderer to be an eligible person whose tender may be considered, the tenderer shall agree to the condition that the proposal in response to the invitation shall not be withdrawn by the tendered within four months from

the date of opening the tender and also to the condition that if thereafter the tenderer does withdraw his proposal within the said period the earnest money deposited by him may be forfeited to the government of U.P. in the discretion to the later.

NOTE :-

10. If subsequent to the submission of the tender, nay tenderer amends, alters or modifies the contents of his tender which are not acceptable by the department for the purpose of these conditions the tenderer shall be deemed to have withdrawn bid.

If a tenderer who is exempted from furnishing earnest money, withdraws his proposal within the said period he may in the discretion of the Govt. of U.P. be debarred from tendering for a period of one year reckoned from the date of opening of the tender.

The tenderer has to submit an agreement on a stamp paper, amounting to Rs. 5/- only with a revenue stamp alongwith his tender in accordance with the proforma available at annexure-I.

11. Conditional tenders are likely to be rejected.
12. The accepting authority shall have the right to reject any or all tenders without assigning any reasons.
13. Tenderers shall clearly specify in the tender whether or not any of their relative are employed in the U.P. Irrigation Department. The, name designation and place of posting of such relative would tender the earnest money / security deposit of the tender liable to be forfeited and the contract if executed liable to be rescinded.
14. In taking a decision of the tender, due consideration shall be given to tenderer's previous experience in having handled works of similar nature and magnitude, his organizational know how, the equipment and machinery available with the tenderer, his financial capacity as well as the existing commitments of tenderer which he shall furnish in the proforma enclosed in tender documents at Annexure –II, III.
15. The person or the persons whose tender is accepted (herein-after called the contractor) shall within one week after his or their tender has been accepted deposit with Government of U.P. (here-inafter called the Government), such sum as will with the earnest money deposited with the tender amount of Rs. 2% of the cost of tender.
16. Unless the person whose tender is accepted deposits the security money and signs the agreement within seven days as per para 14 above when he is required to do so, the earnest money deposited by him shall be forfeited and acceptance of tender withdrawn unless the period is extended by mutual agreement.
17. The earnest money received with other tenders shall be refunded to tenderer's only after the tender has been finally decided.
18. The amount of the earnest money should ordinarily be :

(a)	When the amount of the tender does not exceed	Rs.	2000	50
(b)	When exceeding Rs. 2000 and not exceeding	Rs.	5000	100
(c)	When exceeding Rs. 5000 and not exceeding	Rs.	10000	200
(d)	For each additional Rs. 5000 or portion of further sum of	Rs.	50000	100

Such earnest money shall be deposited by the contractor in Government treasury or sub-treasuries laid down in paragraph 640 (b) (1), 344 and 346 (b) of the financial Hand Book, volume V Part I. Account Rules and the receipted treasury challan attached to the tender. NOTE : The Officer calling for tender may, in special cases where it would be inconvenient for tenderers to deposit money into Government treasury relax the rate 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 deposit."

TENDER FOR WORKS

I/We

Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the under written memorandum within the accordance, in all respects with the specification, designs, drawings and instructions, in writing referred to in rule 1 hereof, and in clause 2 of the conditions of contract and with such material as are provided for by and in all otehr respects in accordance with such conditions so far as applicable.

MEMORANDUM

(A) If sevelar sub works are included they sould be detailed in a separate list.

(b) Vide rule 9 on page 2

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

(a) General description.

(a) Estimated Cost Rs.

(a) Earnest money Rs.

(a) Time allowed for the work from date of written order to commence.

Months

Item No.	Item of works	Approximate number of quantity	Item	Per	(c) TENDERED RATE	
					(D) SANCTIONED	
					(e) In Figure Rs. P.	(f) In words

N.B. When tenders are to be submitted at a percentage above or below the rate in the sanctined extimate the information in all the columns should be filled by the Sub-Division Officer / Executive Engineer.

2. In the case of works are required to quote their own rates for the different items of works the column if should be left blanks for the tenderers to fill in.

Enclosed

..... tender at percent above the rates entered above.

..... tender at the above rates

Should this tender be accepted * hereby agree to abide by and fulfil 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 the sums of money mentioned in the said conditions.

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 at the security deposit specified in clause I of the said conditions of contract

Dated the day of200

..... ##

Witness

Address

Occupation

.....

Dated Sub Division Officer Sub-Division

.....

.....

Dated Executive Engineer Division

.....

.....

Dated Superintending Engineer Circle

Irrigation works

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

.....

.....

Dated day of200

"I" or "We"

I Strike out the alternative and attach Signature to it.

** Give particulars and number

Signature of witness to contractor's signature.

I signature of contractor before submission of tender.

*Here enter Recommended or non-recommended"

I Signature

I Signature

I Signature and official designation of the accepting authority.

I.D. Form No. 111

CLOUSE1 :- The person or persons whose tender is accepted (here in after called the contractor shall within one week after his or their tender has been accepted deposit with the Government of Uttar Pradesh (herein after called the Government) either in cash or in securities as provided in paragraphs 614 and 651 of the Financial Hand Book, Volume VI such sum as will with the earnest money deposited with the tender amount to Rupees and where any security so deposit is not payable to, bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realised without the consent or assistance of the Contractor. The contractor shall also permit Government at the time of making any payment to him for work done under the contract to deduct 10% (Ten percent) of all moneys so payable on account of Security Deposit unit such deductions along with the sum already deposited as earnest money to be adjusted in the last deductions, will amount :-

(i) In the case of works estimated to cost upto Rs. 1,00,000/- to 10% on the estimated cost.

(ii) In the case of works estimated to cost more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- and 7.5% 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/- 7.5% on the next Rs. 1,00,000/- and 5% on the balance unless he is / they are exempted from payment of security deposit, in individual cases or has / have deposited the amount of the security and the rates mentioned above in cash or in the form of Government Securities or Fixed Deposit receipts or Guarantee Bonds or any scheduled Bank in India.

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

Provided that in case the payment of the final bills is not made within six 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 of Government under the term of his contract may be deducted from or realised by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by Government or on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter made good in cash or Government securities endorsed as aforesaid any sums or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

EXPLANATION :

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

CLUSE 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 Executive. Engineer for the communicant and complition 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 eigher 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 the whole work : Procilded alwasly that the entire amount of compensation to be paid under the provision 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 sued instead of 2-A when the latter is from the nature of the work impracticable)

(Clause 2-B :- To be used instead of 2-A when the latter is failed to complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work with the 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 estimate cost of the whole work as shown in the tender for every day that the work remains uncommented, or unfinished after the proper dates. And further, in order to ensure good progress during the exsecution of the work the contractor shall be bound in all cases in which the time allowd of any work exceed one month of complete on fourth of the value of quantity (as the Engineer may determine) of the whole of the work before one fourth of the whole time allowed under the contract elapsed, tone half of the value or quantity (as the..... engineer may determine) of the work before one half of such time has elapsed. If the\ contractor fails to comply with this condition hje shall be liable to pay as compensation an amount equal to one percent of such time Haas elapsed. If the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent of such smaller amount as the 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 provision of this clause shall not exceed ten percent on the estimated cost of work as shown in the tender.

Compensation for delay

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 amount to the whol of the security ; deposit (whether paied in one sum or deducted by instalments) the engineer shall have power to adopt such of the follwoing courses as he may deem best :

(a) He may rescind the contract by giving the contractor notice of rescission signed by the Ex. 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 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 him at the contract rates with the value of the work so done, and may postpone till completion of the work so taken over assessment of the compensation to be paid by the contractor. If any work is so taken over by the Engineer the certificate in writing of the Executive engineer or of the sub. Divisional Officer as total cost and value shall be final and conclusive against the contractor.

(c) He may, after giving the contractor day's notice in writing 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 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 & conclusive as against the original contractor as to the amount of any such expenses.

(ii) If the Engineer does not desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by 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 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 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

CLAUSE 4 :- If the Engineer exercise any of the powers given to him by clause 3 he, may if he sodesires take possession of all or any tools plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and pay or allow the contractor for the same at the contract rate or in the case of these not being applicable, at current market rates to be certified by the executive Engineer, whose certified thereof shall be final, and if the Engineer does not desire to do so, the Executive Engineer may, by notice in writing to the contractor or his clack or the work's foreman or other authorized agent, required him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice), and if the contractor fails to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense and at his rist in all respect by auction or private sale and the certificates of the Executive Engineer as to expenses of any such able shall be final and conclusive against the contractor.

CLAUSE 5 :- If the contractor desires an extensin of the time for completion of the work on the ground of any unavoidable hindrance to its execution have arisen, he shall apply in writing to the Engineer within 30 days the existance of such indrance first becomes known to him and the Engineer shall if in his opinion (which shall be final) reaponsable crounds be shown therefor, authorize such extension of time as may, in his opinion be necessary or proper.

CLAUSE 6 :- On completion of the work th contractor shall send a registered notice to the Sub Divisional Officer (thereinafter called Engineer-in-Charges) 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 or about which the work has been executed or of the which he may have had possession for the purpose of teh 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 suchscaffoldings 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 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.

Payment on intermediete 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 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 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 of them as to the final settlement and adjustment of the accounts 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 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 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 payments are 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 does not submit his bill within the time so fixed, the Engineer-in-Charge may after giving the contractor day's notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-charge to draw up a bill based on the contractor fails to attend when such measurements shall be binding on him and if he towards 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 on the contractor.

CLAUSE 11 :- The contractor shall submit all bills on the printed form which will be supplied to him as 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 those conditions, and not mentioned or provided for the tender at the rates here-in after provided for such work.

CLAUSE 12 :- If the specification or estimate of the work provided for the use of any special description of materials to be supplied from the engineer-in-charge (such materials and stores and the prices to be charged therefor as hereinafter maintained being so far as practicable and for the convenience of the contractor specified in the Schedule hereto annexed but not so as in any way to control the meaning or effect of this contract) the contractor shall be supplied with such materials and stores as may from time to time be required by him for the purposes of the contract but only for such purpose 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 are so specified in the said Schedule or if no rates are so specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become the property of the contractor, but shall not any account be removed from the site of the work until the whole work is certified to be completed by the executive engineer except with the written permission of the Executive Engineer and shall at the 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 the time of the completion or termination of the contractor at the specified issued rate or the current market rate, whichever is less.

CLAUSE 13 :- All articles required by the contractor for the construction of the work and which the contractor is to supply 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 tents 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 or any part there of or for making up articles required therefor or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at the cost price, which for the purposes of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if he asked for any excess of those entered in the Schedule. In such cases the price charge will be the stock

Stores supplied by
Government

Stores imported from
Europe to be obtained from
Government.

rate or the market rate which ever is greater.

Work to be executed in accordance with specifications, drawings etc.

CLAUSE 15 :- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The contractor shall also confirm exactly fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and the contractor shall be entitled to inspect the same during office hours and may at his own expense have copies of the specification and of all such designs, drawings and instruction as aforesaid made for his own use.

Alteration specification and designs.

CLAUSE 16 :- The Engineer-in-charge shall have power to make such alternation on in additions to, the original specifications, drawing, designs and instructions as may appear to him to be necessary or advisable during the progres of the work, and the contractor.

Do not invalidate contract.

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 alternation 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 condition in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work, The time for the completions, work bears to the original contract work the time for the completion of the work shall be extended in the proportion that the additions, work bears to the original contract work, and the certifications, work bears to the original contract work, and the certification of the Engineer-in-Charge shall be concousive as to such proportions if the additional work shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, them the contractor shall cary 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 theofficer accepting the contract, and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order the Engineer-in-Charge may by a notice in writing cancel theorder 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.

Extension intime to, consequence of alterations.

Rates for additinf works not to estimate or schedule of rate of the distrect.

No compensation or alteration in or restrction 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. It the work is stopped altogether, the contractor will only by 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 notices received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor.

Action & compensation payable in case of hand work. Works to be open to inspections.

Works to be open to inspection.

If the work is so cut down but in neither case will he 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.

CLAUSE 18 :- If the Engineer-in-Charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may, notwithstanding that such work materials or articles 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 material or articles, and the contractor shall pay all expenses incurred by the Engineer-in-Charge so doing and the certificate in writing of the Engineer-in-Charge as to the amount of any such expense shall be final and binding upon the contractor.

CLAUSE 19 :- All works under or in course of execution 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 and instruction, or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as orders given to the contractor himself.

CLAUSE 19 A :- No labourer below the age of 18 years shall be employed on the work.

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

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

CLAUSE 19 D :- The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the state of Uttar Pradesh including the Minimum Wages Act or any enactment in supersession 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 modification 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 an 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 regulation madethereunder, 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 any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1. of the contractor whether under this contractor or otherwise.

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

CLAUSE 19 F :- The contractor will request the Employment Exchange to provide him labour on wages to be maintained by him fixed by the Engineer 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's request for labour within the specified period the contractor will have the option to engage labour from other sources.

CLAUSE 19 G :- The labour employed through Exchange will be kept at for with and shall have not preference over the labour engages by the contractor privately as regards their transport wages accommodations working hours and amenities. The contractor will have the option to dispress with the labour without any reference to the Employment Exchange when such labour is not required for the work or when he is not satisfied with is but he will give due information of the discharge of labour to the Exchange.

Contractor or responsible agent to be present.

CLAUSE 20 :- In order that the work may be measured and the correct dimensions thereon taken. The contractor shall not cover up any part of the same or otherwise place it beyond reach of measurement until he has either obtained the consent in writing of the Engineer-in-charge or of his subordinate in-charge of the work or until he has given to the 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 day's notice in writing that the work is ready for measurement. If the contractor covers up any work or places it beyond reach of the measurement without such consent and before the expiration of the period of such notice the contractor shall either, as he may elect strip such work at his own expense in order that it may be measured or shall forfeit the price of such work and of the materials used in its construction.

Notice to be given before work is cover.

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

Direction of work.

CLAUSE 22 :- Except where otherwise specified in the contract the decision of the Superintending Engineer for the time being shall be final conclusive and binding on all parties to the contract upon all question relating to the meeting of the specifications, designs 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 drawing, specifications, estimates, instruction order of these conditions, or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor, shall also be final 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 ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of the Executive Engineer shall be final) the contractor shall at his own expense make good such damage, or in default, the 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 his own cost all materials (except such, special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements or 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 works, and for counting, weighing and assisting the measurement or examination of the work, or materials and 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 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 such person.

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

Female labour not to be employed.

Work not to sublet.

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

Sum payable by way compensation to be considered as reasonable compensation without reference to actual loss.

Changes in constitution of firm.

Action where no specification.

Defination of work.

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

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

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 proceeding to makes commences any insolvency proceeding or makes attempts to make any compotition with his creditors, or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe gratuly 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 employment's or if any such officer of shall become in any way directly of indirect interested in the contract without having first obtained the permission in writing of the Government the Engineer may thereupon bynotice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disosal of Government and the same consequence shall ensure as it the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

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

CLAUSE 28 :- In the case of tender by partner, the contractor shall state the name of the mambas of thefirm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

CLAUSE 29 :- In the case of any class of work the which there is no such specification as is mentioned inrule 1. 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.

CLAUSE 30 :- In these condition unless there is some thing in the subject or context repugnant to such an interpretation, the expression "works" 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.

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 amount 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 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 shall be at liberty to cover 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 the contract or otherwise.

(2) Government shall not be bound to contest any claim made against it under section 12 subsection (1) of the said Act. except 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:- Notwithstanding anything 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 this contract arising between contractor and the department shall be referred to next higher. departmental authority to the officer entering into the contract.

CLAUSE 35 :- The tender rate of each item of work shall be complete in itself and independent of other items and no loss of profit will be claimed in the event of exclusion of any item. each item of work shall be executed independently. Any item can vary to any extent. The contractor shall not be entitled to any claim or compensation on this account.

CLAUSE 36 :- Contractor shall himself make proper living accommodation water and sanitary arrangements etc. For labour which should ordinarily be arranged through employment exchange and shall give preference to ex-service men. He will have to remove undesirable labour if ordered by the department.

CLAUSE 36 :- No extra payment shall be made to the contractor for making profile and 'NAMUNAS' in connection with the execution of work as per G.O. No. 355/LD/66 XXIII-IBTT 66 dated 22.2.66. The amount of security so deposited by and deducted from the contractor shall not be refundable to him till at least six months after the completion of the work without the express sanction of the Head of the Department as provided in the para 23 of appendix XIX of F, H, B, Vol. V Part-1.

CLAUSE 38 :- In case of violation of condition of contract by the contractor the contract can be rescinded by the officer entering into the contract without entitling the contractor to any claim whatsoever.

CLAUSE 39 :- All money found recoverable from the contractor in connection with contract may without prejudice to any other remedy provided by law be recovered as arrears of land revenue.

CLAUSE 40 :-

The contractor shall supply every labour employed by him with wages card in which the rate of wages the attendance of the payment will be entered.

CLAUSE 41 :-

During the course of construction if any emergency for putting forward any claim arises the contractor shall send a registered notice to the Executive Engineer-In-Charge within a fortnight of the claim if he fails to do so or if he postpones submitting of such claim till the completion of work he will be entitled to no compensation.

CLAUSE 42 :-

The contractor shall not be influenced on divert labour borne on the Muster Roll of any other contractor by paying higher wages or providing extra facilities without the permission of the Executive Engineer and if he does so contrary to the above he will be responsible for the loss or damage caused or claimed by the other and the decision of the Executive Engineer as of the amount of damage shall be final and binding on both the parties.

CLAUSE 43 :-

The agreement is subject to the standard specification. The clearance of site shall be done by the contractor at his own expenses.

CLAUSE 44 :-

The sum of money due and payable to the contractor including security deposits returnable to him under this contract may be appropriated by the purchaser or Government on any other persons contracting through the secretary and set off against any claims of the purchaser on Govt. or such other persons for the payment of a sum of money arising out of or under any other Govt. or such other person or persons.

CLAUSE 45 :-

2.27% income tax on all payment or on the gross value of the work done (including cost of materials) or at a rate in force as per rules at the time of payment shall be deducted at source of the payment in terms of Income Tax Act.

TRADE-TAX

The rates quoted by the contractor shall be deemed to be inclusive of the Trade-Tax if any on the constructional plant, material supplies (both permanent, temporary and consumables) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall relieve the contractor from the responsibility to pay any Trade-Tax that may be levied under the U.P. Sales-Tax Act, 1948 as amended from time to time in performance of this contract. During pursuance of the contract. The Engineer-in-Charge or any other persons responsible for making the payment to the contractor shall at the time of making such payment to the contractor either in cash or in any other manner, deduct an amount equal to that specified in section 3-D of the aforesaid act as in force for the time being towards part or, as the case may be full satisfaction of the tax payable under the said Act on account of this contract. The amount presently specified in the said section is 4 (four) per centum of the amount payable to the contractor.

Schedule showing (approximate) material 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 :-

PARTICULRS	Rates at which the material will be charged to the contractor			Place of Delivery	
	Contractor	Unit	Rs.	P.	E.E.

provide all necessary other source of physical hazards, shall guarded in accordance with the regulations and bye laws of the State Government and the Government of India. The contractor shall be responsible for all risks to the lives and property of people from whatsoever causes arising out of or in compaction with the execution of the work during their progress] although all reasonable and proper precautions may have been upon by a court of law to make good any such loss or damages or to pay compensation etc. or of any negligence or commission on the part of the contractor, the amount which the Government may be required to pay in respect thereof and amount of any cost or charges (including legal cost and charges) in connection with legal proceedings which it may incur in reference thereof, shall be chargeable from the contractor.

14.02 Periodical reports of all such accidents shall be promptly submitted vby the contractor to be Engineer in Charge giving such details as may be prescribed for that purpose.

15.00 LIEN TO WHIT HOLDANY DUE TO THE CONTRACTOR:

15.01 The Government shall have a lien on and over all or any money's that may become due and payable to the contractor under the Agreement and or also on and over the deposit or security amount or amounts under this contract which may become due and payable to the contractor under the Government by the contractor either alone or jointly, with another or others and either under this or under any other contract or transactions of any nature whatsoever between the Government and the contractor and also in tax or taxes or other money which may become due and payable to the Government and the contractor and also in tax or taxes or other money which may become due and payable to the Government in respect of any Government by the

contractor either alone or jointly, with another under the provision thereof Government acts or any other statutory enactment or enactment in force in modification or substitution thereof Government shall at all time be entitled to deduct the said debt or sum or tax due from the contractor from the money securities deposits which may become payable or returnable to the contractor under, this agreement.

16.00 TECHNICAL EXAMINATION:

16.01 The work executed under this agreement shall be subject to Technical Examination. Any defect, regarding workmanship/ quality pointed out in such examination during the execution or work or after the completion of the work shall have to be removed by the contractor at his own cost. Any recoveries pointed out in such examination shall be recovered from the security deposit or any amount due or may become due to the contractor against this or any other work. The final decision of the Superintending Engineer regarding repairs and recovery on account of any defective work or works below specification shall be final and binding on both the parties.

16.02 Government shall have the right to accept at reduced rates substandard or defective work and cause audit technical examination of the work and the running and final bills of the contractor including all supporting vouchers, abstracts etc. to be made before and after the payment of the final bills and if any sum is found to have been overpaid in respect of any work claimed to have executed by him in the manner prescribed less than what was due to him under the contract in respect of any work executed by him under it, the amount of such overpayment may be duly paid by government to the contractor.

16.03 He shall neither use material for the construction work nor shall adopt procedure of construction which has not been approved by the Engineer in charge.

17.00 RIGHT OBJECT ON PERSONNEL EMPLOYED:

17.01 The Engineer in charge shall have the rights to object to the employment or presence of any representative, agent labour or any other person of the contractor from and work site for incompetence, negligence, misconduct and if considered undesirable in the interest of the work. On receipt of such objection in writing from the Engineer in charge the contractor shall promptly carry out such orders and shall remove such person and persons as may have been pointed out in the written objection raised by the engineer in charge.

17.02 The contractor shall not be entitled for any damage or loss that may be caused by removal of the persons as aforesaid.

17.03 Fair wages shall be paid by the contractor to all labour. These wages shall prominently be displayed in labour camp as well as on the work site in Devangri script. A copy of such notice shall be sent by the contractor to the Engineer in charge to the Engineer in charge from time to time.

18. CONTRACTORS CAMP AND SITE OFFICE:

18.01 (a) The contractor shall provide, maintain & provide, maintain & operate under direction 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 provide facilities for community latrines, bath rooms etc. for labourers. The location, construction, operation and maintenance of such camp and facilities shall be subject to the approval of the Engineer in Charge. Should the Engineer -in - Charge at any time consider the arrangement unsatisfactory, he can undertake the necessary improvements and alternations and recover the amount so spent from the contractor's dues.

The contractor will make his own arrangement of and for his camp sites. The Government will assume no responsibilities for damages to or interference with the contractor camps due to any operations under the contractor or due to flooding on rains or otherwise.

18.01 (b) The contractor shall have an office near the work where notice or direct action and instructions from the Engineer in Charge may be served. A clerk or some authorized person, whose name shall be reported in writing by the contractor to the Engineer-in-Charge immediately after start of the work, shall receive such notice on behalf of the contractor at site.

18.02 WATER SUPPLY AND PROTECTIONS :

The contractor's camp site shall be provided with adequate water supply of clean water for domestic purpose. The water for this purpose shall be treated water so as to give potable water for drinking and domestic supply. The contractor shall make adequate arrangements for fire protection in such camp.

18.03 SANITATION:

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.

The camp site and its premises shall be maintained by the contractor 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 or other satisfactory means.

18.03 (c) should the Engineer-in-Charge at any time consider the arrangement made by the contractor to be unsatisfactory, he will give a notice to the contractor to make necessary improvements within a week in case of epidemics this period will be 24 hours. If the contractor fails to improve the arrangement within the specified time the Engineer-in-Charge may make the necessary improvements within the specified time the Engineer-in-Charge may make the necessary improvements and recover the cost thereof from contractor's dues.

18.04 REMOVAL OF CAMP :

After completion of the work covered by this contract and before final payment is made under the contract shall remove from camp site located on land owned or controlled by the Government in the vicinity of the work. All buildings and other constructions above the ground surface except buildings not owned by the contractor. He shall fill nearly with earth all cellars basements and other excavated area and shall leave site in a clean and slightly condition. Should the contractor refuse or fail to remove the buildings and other constructions as herein provided within a period 30 days, after the completion and taking over of the work covered by this contract, buildings and other improvements shall become the property of the Government and at option of the Government all or any part thereof may be recovered as herein provided and in such event the cost of such removal will be deducted from the final payment due to contractor.

18.04 (b) However, with the written permission of the Engineer-in-Charge, building and other construction may be banded and need not to be removed, Contractor shall have claim whatsoever over such building and other constructions.

18.05 PAYMENT FOR CAMP CONSTRUCTION :

No payment shall be made to the contractor for the construction, operation or maintenance of camp and other facilities. The entire cost of such work shall be deemed to have been included in the tendered rates for the various items of the work and incorporated in the schedule of quantities.

19.00 DEATH BANKRUPTCY ETC.

If the contractor dies or commits any act of bankruptcy or being a Corporation, commences to be wound up except for reconstitution purpose or carry on its business under a receiver, the executors, successors or other representative, in law of estate, of the contractor any such receiver, liquidator or any persons in whom the contract may become vested shall forthwith give notice thereof in writing to the government and shall for one month during which he shall take all reasonable steps, to prevent stoppage of work have the option carrying at the contract subject to his or on their providing such guarantees as may be required by the government but not exceeding the value of the work at the time remaining unexecuted,. In the event of stoppage 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 Government by notice in writing to the contractor and the Government may exercise the same power which he could exercise and will have the same rights, which he would as though the work had been out contractors hand.

20.00 ERRORS OMISSIONS AND DISCREPENCIES:

20.01 If the contractor discovers any error omissions and discrepancies in the current drawings or in the work undertaken and performance by him he shall immediately notify the Engineer in charge and the latter shall promptly verify and set right the same. The contractor, shall not take the advantage or errors omission as full instruction shall be available to the contractor should any error omissions be discovered. Even after detection of such error or omissions and prior to the correction thereof if the contractor proceeds with any work effected thereby he shall do so at his own risk and the work so done shall not be considered as work done under the contract and the performance thereof unless and until approved and accepted by the Engineer in Charge.

21.00 CONTRACTOR RESPONSIBLE FOR MAINTANCE OF WORK DURING CONSTRUCTION:

All the works comprising this contract until handed over to the Engineer-in-Charge shall at the risk of the contractor who shall be responsible good at his own cost all losses or damages caused due to any cause whatsoever and the contractor shall handover at the time of the contract the work in good order, condition and in conformity in every respect with the required of the contract and the instructions of the Engineer-in-Charge.

22.00 PENALTY OF OFFERING ILLAGE GRATIFICATION TO GOVERNMENT EMPLOYERS:

If the contractor or any of his servants or agents directly or indirectly gives, promises or offer any gratuity, gift, loans, reward or advantage pecuniary or otherwise to any Public Officer, or person in the employment of Government or any way directly tries to influence the action of such an employee in any way relating to his office or employment the contract shall be liable to be rescinded and the security of the contractor shall stand forfeited to Government and work remaining unexecuted will be carried out at the cost risk of the contractor. In such a contingency no Compensation shall be payable to the contracto.

23.00 ACCESS TO THE CONTRACTOR'S BOOKS:

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of extra items or claim, he shall direct the contractor to produce the documents such as pay rolls record of personal invoices of materials and any or all the data relevant to the item or necessary to determine its costs etc. and the contractor shall when so required, furnish information pertaining to the aforesaid items in the mode and manner that may be specified by the Enginee-in- Charge.

24.00 CONTRACT DOCUMENTS AND MATTERS TO BE TRAEATED AS CONFIDENTIAL :

All the documents, correspondence, decisions and other matter concerning this contract shall be considered as confidential and of restricted nature by the contract or and he shall divulge or allow access thereto of any type to any unauthorized persons of any kind.

25.00 INSTRCTION THE CONTRACTOR :

After the contractor agreement has been executed all orders and instruction to the contractor shall except as herein otherwise provided be given by the Enginee-in-Charge and the same shall be deemed to have been issued on behalf of the Government.

26.00 JURISDICTION :

The contractor shall be government by the laws of India and or Uttar Pradesh for the time being in force and be subject to the Jurisdiction of the High Court of Judicature at Allahabad.

27.00 USE OF CONSTRUCTION FACILITIES TO THER CONTRACTORS & GOVERNMENT :

The Government may award or undertake other contract for additional work or in vicinity of the work site. The contractors shall full such additional work as may be directed by the Engineer-in-Charge. The contractor shall not commit or permit any act which will interfere with performance of the work being done by Government to use in the performance of the work under these specifications as are available without entailing any increase in the cost to the contract or for maintenance or operation of such facilities.

28.00 MACHINES 7 EQUIPMENT :

28.01 The contractor shall arrange for his own machinery and equipment repaired for timely & successful completion of the work as per specifications. Government equipment if available may be supplied on the discretion of the Engineer-in-Charge to the contractor from the Government godown on written request of the contractor. The contractor shall give receipt for the same as his acknowledgement.

28.02 The carriage of equipment to work site and back to Government godown after use shall be done by the contract at his own cost. The terms and condition for hire of the equipment shall be fixed by the Engineer-in-Charge.

28.03 On return of equipment to the stores, in case the machinery is found not be in working conditions than a week's notice would be given to the contractor specifying defects. However, if the contractor fails to carry out desired repairs, it shall be got repaired departmentally at the cost of the contractor and these repaired charges shall be recovered from his dues with the Government.

28.04 After completion of the work the contractor shall return back all the period is kept idle within him.

29. MATERIALS TO BE SUPPLIED BY THE COPNTRACTOR :

29.01 The materials required for the executive of the work shall be furnished by the contractor at his own cost.

29.002 Materials arranged by the contractor shall be got approved from the Engineer-in Charge for as on works, the materials not approved by the Engineer-in-Charge shall be removed from the site at the cost of the contractor and no claim for the same shall be admissible.

30.00 RIGHT OF WAY :

The contractor shall not use or trespass upon any land other than that acquired for the payment of compensation, damages and royalty to the person or persons, entitled.

30.01 Full description of the parties to the agreements so as to prevent difficulty of identification should mention viz full name, percentage occupation residence but if there is any other description which is sufficient the same will be adopted.

30.02 The party to a deed is either an individual or a registered partnership or a co-operative society or a society registered under the Societies Registration Act or a company within the meaning of the Companies Act. 1956 or a body corporate, incorporated, under any Act 1956 or a body corporate incorporated under any Act of the State Legislature or of Parliament.

30.03 Contracts entered into with individuals where such individuals are proprietors of a firm or firms should have the description of the party as under:-

Shri
S/o
R/o

Carrying on business under the firm name of M/s
.....at Where there is
no partnership but where there are more than one proprietors their respective
names should appear in the same manner as given above.

30.04 In contract into with partnership firm description of the party should be and
under:-

M/s
Shri.....S/o.....
R/o

.....
Shri.....S/o.....
R/o

.....
Shri.....S/o.....
R/o

.....

30.05 Co-operative Societies should be described as under:-

The a co-operative society within the meaning of the
U.P. Co-operative Societies Act. 1965.

30.05 Companies should be described as under:-

The a company within the meaning of the
Companies Act. 1956.

30.06 Bodies corporate incorporated under any Act, of State Legislature or a
Parliament should be described as under:

The a company within the meaning of the
Companies Act 1956.

30.07 Bodies corporate incorporated under any Act, of State Legislature or a
Parliament should be described as under :

..... incorporated under
Act of of

31.00 INCOME TAX ;

31.01 The Income Tax as applicable shall be deducted from every bill under 194-
C of Income Tax Act and credited to the Government. The contractor Shall,
however, be provided on demand certificate of such deduction by the Engineer -
in- Charge .

32.00 PERIOD AND HOURS OF WORK :

The contractor will plan the executive of work and inform the Engineer-in-Charge of the number and hours of shifts he proposes to work and obtain prior approval from the Engineer in Charge. He shall work in shift and hours as may be specified by Engineer in Charge from time to time.

EXECUTIVE ENGINEER

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS :

1.01 For the purpose of these specification comprising of conditions of contract, technical provisions and annexures thereto and including list of corrections and amendments, the following worked shall have the meaning herein assigned to them:

- (a) The "Government" shall mean the Government of Uttar Pradesh.
- (b) The "Governor" shall mean the administrative head of the State of Uttar Pradesh.
- (c) The "Engineer-in-Charge" shall be the Assistant Engineer/ Executive--Engineer-Charge of works. The Engineer-in-Charge may delegate any of his power to his authorized representatives. Wherever the work "Engineer-in-Charge" occurs in the list of the contract, it would be taken to imply the Engineer-in-Charge and aforesaid or his authorized representative or as the case may be.
- (d) The "Contractor" shall mean and shall include his legal depreciative successors and assigns.
- (e) The words "Work" or Works where ever used in this contract shall be held comprises not only works of construction but also all accessories thereto and all matters and things pertaining to the works executed or to e carried out under the contract whether such works are permanent or temporary, original or altered, substituted or additional including clearance of site on the completion of contraction.
- (f) The words "Specification" shall mean collective all terms and stipulations contained in the "conditions" of contract technical provisions and annexure, connections and amendments to the specification.
- (g) The words "Drawing" shall mean collective all accompanying general drawing as detailed drawings which may be issued by the Engineer-in-Charge from time to time during the period of construction.
- (h) "Rates" or "Tendered Rates" shall mean the rates as entered in the "Schedule of Quantities of bids" by the contractor and as accepted by the Government or its authorized representative.
- (i) "Department" shall mean Irrigation department, Uttar Pradesh.
- (j) The work "Work Site" or "Site" shall mean shall mean the site of proposed works as details in the specifications or any other place where are to be executed under the contract and such land in the vicinity of works as may be notified by the Executive Engineer-in-Charge at the work site.
- (k) The words used in the contract in singular umber shall be interpreted to include plured & vice versa.

1.0 GENERAL :

No claim shall be entertained for damage to works or materials or the loss, suffered by the contractor owing to floods, rains, fluctuations in market rated of labour and materials or any other reason occurring prior to the final measurement and taking over of the work or part thereof by the Engineer-in-Charge.

2.00 SITE INVESTIGATION AND EXPLORATION :

2.01 It shall be understood that the contractor has satisfied himself if as to the nature and location of work, the general and local conditions including those bearing upon transpiration, disposal , hauling and storage of materials availability of labour, water etc. or similar physical conditions at the site the configurations and conditions of ground, the character quality of the surface and the sub-surface materials to e encountered the character equipment and facilities needed and during execution of the work, and all other matters which can in any way erect the work or cost thereof under this contract. Any default or failure by the contractor to acquaint himself with all the information conversing these conditions will not relieve from responsibility for the execution of this contract.

2.02 The Government will provide the right of way on the site as approved by the Engineer in Charge for permanent work or installations borrows, pits channel spoil banks, ditched and quarries located in the land acquired by the Government and also right to way for access thereto other routes established or approved y the Engineer in Charge. The contract will be permitted to use such for construction should other available Government land as the Engineer in Charge may specifically permit him to use for constrictions should the contractor at the time use ad not belonging to government he shall arrange for the same with the owner there at his own cost.

3.0 USE OF CONSTRUCTION FACILITIES :

3.01 The Government may undertake or award other contractor of additional work at or in the vicinity of the work site and the contractor shall full cooperate with such other contractors and Government employees and carefully fit in his own to such additional work in accordance with the performance of the by any other contractor or by Government empires. The contractor shall without entailing any material increase in cost to contractor for maintenance or operation of such facilities.

4.0 MACHINES AND EQUIPMENT :

4.01 The contractor shall arrange for his own machinery and equipment required for tinely successful completion of the work as per specifications Government equipment if available may be supplied on the discretion of the Engineer in Charge to the contractor from the Government godown on written request of the contractor. The contractor shall give receipt for the same as his acknowledgment.

The carriage of the equipment to work site and back to Government godown after use shall be done by the contractor at his own site. The terms and condition for hire of the equipment shall be fixed by the Engineer in Charge.

5.00 MATERIALS :

5.01 Any materials if supplied with the permission of Engineer in Charge shall be issued at Government godowns at prevalent stock issue rate plus 10% supervision charge.

6.0 ACCIDENT PREVENTION :

6.01 The contractor shall at all times exercise reasonable and proper precautions for the safety of the people on the work and shall comply with the provisions of current safety laws, and building and construction codes of the State Government as may be applicable. He shall also provide all necessary facing and light required to protect the public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the regulations of laws of the State Government and the Government of India. The contractor shall be responsible for all risks to the lives and property of people what so ever cause arising out of our in connection with the execution of the work during the progress, although all reasonable and proper precautions may have been taken of law to make good any such loss or damage or to pay compensation including that payable under the provision of the workmen's Compensation Act to any person/persons sustaining damage as aforesaid by reasons of any act, or of any negligence or commission on the part of the Contractor. The amount which Government may be required to pay in respect thereof and the amount of cost or charge including legal costs and charges in connection with legl proceedings which it may incur in reference hereto shall be chargeable from the contractor. Monthly reports of all accidents shall promptly by prescribed for the purpose.

7.0 FINDS OF WORKS :

7.0 Any finds made on the site of such as relic or antiques or other valuable material or any other métiers 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 reactive to prevent workman or any other person or persons from removing or damaging any such articles or things and shall immediately on discovery thereof and before removal acquaint the Engineer in Charge.

8.0 DEATH OR BANKRUPTCY ETC:

8.01 If the contractor dies or commits any act of bankruptcy or being a corporation commence to wind up except for reconstitution purpose or carry on its business under receiver, liquidator or any person in whom the contract may become vested shall forthwith given notice thereof in writing to the Government and shall for one month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contract subject to his or their providing such guarantees as may be required by the Government but not exceeding the value of the work for the time being remaining unselected. In the event stoppage of the work the period of the option under this para shall be fourteen days only provided that should the above option not be exercise the contact may be determined by the Government by a notice in writing to the

contractor and the Government may exercise the same power which it would have though the work had been taken out of the contractor hand.

9.0 RIGHT TO OBJECT ON PERONAL EMPLOYED :

9.01 The Engineer- in- Charge shall have the right to object to the employment or presence of any representative labour or any other person of th3e contract from work site for incompetence negligence misconduct and if conditioner undesirable in the interest of the work. On receipt of such objections in writing from the Engineer- in- Charge the contractor shall promptly carry out such orders and shall remove such person as may have been pointed out in the written objection raised by the Engineer- in- Charge.

9.02 The contractor shall not be entitled for any damage or loss that may be caused by removal of the persons aforesaid.

10.0 INSPECTIONS OF WORK BY TECHINCIAL EXAMINER :

10.01 The work may be examined by the Technical Examiner I.D. U.P. or his representatives. If in the opinion of the said examiner or his representative the work executed by the contractor is found defective and consequently the penalties are imposed the penalties so imposed shall be recovered from the contractor. The decision of the Engineer- in- Charge or his representative shall be final and binding on the contractor in this respect.

10.02 Government shall have the right to accept at reduced rates sub standard or defective work and to cause audit any technical examination of the work and running and final bills of the contractor including all supporting vouchers abstracts etc. to be made before and 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 actually executed the contractor shall be liable to refund the amount of the over payment and is shall be lawful for Government to recover the same from him in the manner prescribed in clause above in any other manner legally permissible and if it is found that the contractor the was paid less what was due to him under the contract in respect of any work executed by him under it the amount of such under payment any be duly paid by Government to the contractor.

10.03 He shall neither use any material for the construction work nor shall adopt procedure of contraction which has not been approved by the Engineer- in- Charge

11.0 CONTACTOR PRICE:

11.00 The contract price includes all taxes including royalty etc No claim shall be entertained on account of any types of tax paid by the contract.

12.0 INCOME TAX:

12.01 2.27% Income Tax if applicable shall be deducted from every bill under section, 194-C of Income Tax Act and credited to the Government. The contractor shall however be provided on demand a certificate of such deduction by the Engineer- in- Charge.

13.0 SURVEY WORKS:

13.01 Survey marks such as bench marks pillars, alignment and boundary pillar or stone protected against damage by the contract. All work around such shall be done in manner approved by the Engineer- in- Charge to ensure their safety and accuracy. The contractor shall be responsible to pay for all damage done to these marks on his men and/or machines.

14.0 ROADS:

14.01 The department shall maintain an inspection along the work. The road shall not be used by heavy vehicle of the contractor. If any damage caused to it what so-ever by the contractor, his machines he shall have to put in order at his cost failing which this will be done departmentally and cost thereof recovered from the contractors bills.

14.01 Contractor shall make and have his own arrangement for maintenance of approach roads to the site of work. No claim on account of this item shall be entertained. In case of several contractors using the approach road, the action deemed fit shall be taken by the Engineer- in- Charge

EXECUTIVE ENGINEER

SCHEDULE OF PROGRESS OF WORK

Name of Work : Earth work in constructing
canal fromK.M.....

The time limit for completion of work is months form date of
start. The progress of the work be maintained generally as per following time schedule.

S.No.	Quarter	Minimum percentage of work required to be done in each Qr.	Progressive
1	I	10%	10%
2	II	30%	40%
3	III	35%	75%
4	IV	25%	100%

Contractor

DECLARATION OF CONTRACTOR FOR RELATIONSHIP

To,

The Executive Engineer,
M.D.G.C.
Muzaffarnagar

Sir,

It is hereby certified that except the persons noted below, none of my relative is employed in Irrigation Department, Uttar Pradesh

Name

Designation

Place of Posting

CREDENTIALS OF TENDERERS

(TO BE FILED BY THE TENDRER)

1. Name of the Tenderer :

2. Permanent Address :

3. Present Postal Address :

4. State if you are approved contractor of
C.P.W.D. State P.W.D. State Irrigation
Department.

5. Particulars of previous contract successfully
executed should be entered in the from below.

S. No.	Name of Department	Name & Description of work	Value Rs.	Period of Execution	
				From	To
1	2	3	4	5	6

6. Reference / Certificate from your Bankers about your financial position should be attached.

7. List of machinery and equipment which you intend to use on this work to be given in proforma – I.

8. In case tender is a firm, enclose photostate/ attested copy of partnership deed & certificate of registration of firm.

9. Certificate :
 - a. I/We am / are not debarred from tendering for contract of Central / State Government Department.
 - b. I/We hereby certify that the information given above is correct. If at any stage, It is found to be incorrect I/We understand that the contract will be liable to be terminated / rescinded and action could be taken against me/us by the department.

SIGNATURE OF TENDERER

.....
 Contractor

Full Address

.....

N.B. The following come under the definition of relation :

1. **Father, Mother, Sister, Brother-in-law, Daughter, Father-in-law, Mother-in-law, First cousin of self or wife, The list is illustrative and not exhaustive.**

SPECIMEN SIGNATURE OF CONTRACTOR

Authorized Partner/Contractor

Signature Attested
(By the Gazetted Officer)

AGREEMENT

Tender Invited by

Tender for

Tender Notice No. and Date

Name of Tenderer

In consideration of the Government of Uttar Pradesh having treated the tenderer to be an eligible person whose tender may be considered the tenderer hereby agreed to the conditions that the proposals in response to the above invitation shall not be withdrawn within four months from the date of opening of the tender, also to the condition that if thereafter does withdraw his proposal within the said period the earnest money deposited by him may beforefeited to the Government of Uttar Pradesh in description of the letter. And the tendere hereby also agrees that if subsequent to the submission of his tender the tenderer shall for the purpose of the aforesaid conditions, be deemed to have withdrawn his proposal

Signed this day of

Witness :

Signature by Contractor

Full Address

.....

.....

