

Agreement No...../ /.....

Name of work

Name of Contractor

Date of Start

Due date of completion

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**कार्यालय
अधिशाली अभियन्ता,
नलकूप निर्माण खण्ड फैजाबाद**

अल्पकालीन निविदा संख्या-04 / अ0अभि0 / 2017-18 ई-टेंडरिंग के माध्यम से कराये जाने वाले कार्यों की निविदा

महामहिम राज्यपाल, उत्तर प्रदेश की ओर से अघोहस्ताक्षरी द्वारा निम्नलिखित कार्यों हेतु ऑनलाइन <http://etender.up.nic.in> के माध्यम से अति अल्पकालीन निविदा सिचाई विभाग में वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक-20.01.2018 को अपरान्ह 12.00 बजे तक आमंत्रित की जाती है। निविदा दिनांक-20.01.2018 को अपरान्ह-3:00 बजे अधिशाली अभियन्ता, नलकूप निर्माण खण्ड, फैजाबाद उ0प्र0 के कार्यालय में ऑनलाइन खोली जायेगी। निविदा दिनांक-15.01.2018 को अपरान्ह 10:30 बजे से दिनांक-20.01.2018 को अपरान्ह 12:00 बजे तक डाउनलोड/अपलोड की जा सकती है। कार्यालय बंद होने या छुट्टी होने की दशा में यह बिड अगले कार्यालय दिवस में उसी समय खोली जायेगी।

क्र0 सं0	कार्य का विवरण	लाट संख्या	कार्य की अनुमानित लागत लाख रू0 में	धरोहर धनराशि हजार रू0 में	कार्य को पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य रू0 में + जी0एस0टी0	पंजीकृत श्रेणी
1	2	3	4	5	6	7	8
1	Supply and carriage of pea gravel 2.00mm to 3.35 mm size from Lalkuan to Division store, Tubewell Division Barabanki including cost of royalty, loading unloading and stacking at store excluding G.S.T	01	8.10	81000.00	30 दिवस	225.00 + GST (नियमानुसार)	"C" अथवा उच्च श्रेणी

Note- Only online bids will be accepted hence the tenderer has to complete necessary action to participate in e-tendering process

- यह निविदा/बिड सूचना उ0प्र0 सरकार की वेबसाइट <http://upgov.nic.in/>, सूचना विभाग की वेबसाइट <http://information.up.nic.in/> तथा सिचाई विभाग की वेबसाइट <http://irrigation.up.nic.in/> पर भी उपलब्ध है।
- यह निविदा सूचना एवं प्रपत्र वेबसाइट <http://etender.up.nic.in/> पर उपलब्ध है। निविदा के साथ सिचाई विभाग की निर्धारित श्रेणी में पंजीकरण प्रमाण पत्र, जिलाधिकारी द्वारा निर्गत चरित्र प्रमाण पत्र (IDT-1), हैसियत प्रमाण पत्र (IDT-2), स्व घोषणा शपथ पत्र (IDT-3) के समस्त अभिलेखों की स्कैन्ड प्रति (Scanned copy) वेबसाइट पर अपलोड करना अनिवार्य होगा। टेक्निकल बिड खोलने के उपरान्त अपलोड किये गये समस्त अभिलेखों की मूल प्रति सत्यापन हेतु कार्यालय में जमा करनी होगी। वेबसाइट पर ड्राइंग उपलब्ध न होने की स्थिति में कार्यालय अधिशाली अभियन्ता, नलकूप निर्माण खण्ड, फैजाबाद से ड्राइंग आदि प्राप्त कर सकेंगे।
- निविदादाता को यू0पी0 इलेक्ट्रानिक्स कारपोरेशन लि0 लखनऊ में ई-टेंडरिंग हेतु पंजीकृत होना आवश्यक होगा।
- कार्य तत्कालिक प्रवृत्ति के है तथा निर्धारित अवधि में पूर्ण कराये जाने अनिवार्य हैं। विलम्ब होने अथवा राजकीय कार्य में बाधा उत्पन्न होने की दशा में पेनाल्टी/बीजक से कटौती तथा पंजीकरण निरस्त करने की कार्यवाही की जा सकती है।
- निविदादाता को टेंडर सेल धनराशि जी0एस0टी सहित डिमाण्ड ड्राफ्ट के रूप में जो कि अधिशाली अभियन्ता, नलकूप निर्माण खण्ड, फैजाबाद के नाम/पक्ष में बन्धक तथा फैजाबाद में देय होगा, जिसकी Scanned copy अपलोड करनी होगी, अन्यथा इनकी निविदा/बिड को Nonresponsive मानते हुए कोई विचार नहीं किया जायेगा।

6. धरोहर धनराशि एन0एस0सी0/एफ0डी0आर0 अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में जो फ़ैजाबाद में देय हो व राष्ट्रीयकृत बैंक द्वारा निर्गत हों, अधिशासी अभियन्ता, नलकूप निर्माण खण्ड फ़ैजाबाद, उ0प्र0 के नाम/पक्ष में बंधक होना अनिवार्य है। जिसकी स्कैन्ड कापी ऑनलाइन अपलोड करना होगा, एवं निविदा खुलने के समय मूल एन0एस0सी0/एफ0डी0आर0 उपलब्ध कराना अनिवार्य होगा, अन्यथा निविदा स्वीकार नहीं की जायेगी।
7. प्रत्येक निविदादाता को फाइनेन्शियल बिड के साथ रु 100/- जुडीशियल स्टैम्प पेपर पर एक रूपये का रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि दरें 90 दिवस तक मान्य होंगी। इससे पहले निविदा/ऑफर वापस लेने पर जमानत धनराशि जब्त कर ली जायेगी। इसकी Scanned copy ऑनलाइन निविदा के साथ अपलोड करनी होगी। नियमानुसार देय जी0एस0टी0, आयकर, स्टैम्प ड्यूटी, रायल्टी व प्रचलित टैक्स देय होगा। अनुबन्ध के समय नियमानुसार स्टाम्प ड्यूटी जमा करनी होगी।
8. कार्य-स्थल की आवश्यकतानुसार कार्य की मात्रा घटाई/बढ़ाई जा सकती है, जिसके लिये ठेकेदार का कोई क्लेम मान्य नहीं होगा।
9. निविदादाता को उपरोक्तानुसार कार्य स्थल की पूर्ण जानकारी निविदा डालने से पूर्व स्वयं प्राप्त करनी होगी एवं कोई भी अन्य जानकारी सम्बन्धित कार्यालय से किसी भी कार्य दिवस में प्राप्त की जा सकती है।
10. निविदादाता/बिडर द्वारा निविदा डालते समय प्रक्रिया की पूर्ण जानकारी/ट्रेनिंग अथवा अन्य किसी कारण से शर्तों को पूर्ण न कर पाने/बाधित हो जाने के कारण निविदा न पडने पर विभाग की कोई जिम्मेदारी नहीं होगी।
11. इस निविदा को निरस्त करने का अधिकार बिना कारण बताये अधोहस्ताक्षरी के पास सुरक्षित रहेगा।
12. यह संज्ञान में आने पर कि किसी निविदादाता द्वारा किसी अन्य सम्भावित निविदादाता को इस निविदा प्रक्रिया में भाग लेने व निविदा डालने से रोका गया हो या धमकी दी गई हो, तो ऐसे ठेकेदारों के साथ यदि अनुबंध हो भी गया है तो उसके साथ किया गया अनुबंध निरस्त किया जा सकता है।
13. कोई भी निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो, वह निविदा प्रक्रिया में भाग न ले सकेंगे।
14. राज्य बार कौंसिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग न ले सकेंगे।
15. यदि कोई निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबंध करने हेतु सक्षम प्राधिकारी पर दबाव/असमयक असर डालता है तो प्रशपगत निविदादाता के न्यूनतम निविदा की स्थिति में भी उसकी निविदा निरस्त की जा सकती है।
16. विशेष परिस्थितियों में निविदा खोलने की तिथि /समय में यदि कोई परिवर्तन होता है, तो इसकी सूचना ऑनलाइन उपलब्ध करा दी जायेगी।
17. प्राप्त सभी निविदा प्रपत्रों का पहले यह निरीक्षण किया जायेगा कि निविदादाता ने IDT-1, IDT-2, IDT-3 तथा निर्धारित प्रतिभूति धनराशि नियमानुसार उपलब्ध करायी है या नहीं। इसमें किसी प्रकार की कमी या असन्तोषजनक होने की स्थिति में निविदा निरस्त की जा सकती है।
18. अनुबंध गठित होने के पश्चात भी यह तथ्य संज्ञान में आता है कि किसी भी स्तर पर नियमों का उल्लंघन किया गया है, तो ऐसे अनुबंध को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर निरस्त कर दिया जायेगा।
19. अन्य शर्तें एवं कार्य स्थल का विवरण निविदा प्रपत्र में संलग्न है।
20. शासनादेश संख्या-622/23-12-2012-2 आडिट/08टी0सी0 दिनांक-08.06.2012 के अनुसार कार्यों की विभागीय दरों से ठेकेदारों द्वारा 1 प्रतिशत से 10 प्रतिशत तक दर कम देने पर 0.5 प्रति 1 प्रतिशत कमी पर तथा 10 प्रतिशत से अधिक दरों में कमी पर प्रति 1 प्रतिशत कमी पर 1 प्रतिशत अतिरिक्त परफारमेंस गारन्टी की अतिरिक्त धरोहर धनराशि देय होगी। उक्त धरोहर धनराशि अनुबन्ध के समय जमा करने की बाध्यता होगी। अन्यथा निविदादाता द्वारा उक्त धनराशि जमा नहीं किये जाने पर उसकी जमानत धनराशि जब्त कर ली जायेगी
21. निविदादाता की ज्वाइण्ट वैन्चर की निविदा किसी भी दशा में स्वीकार नहीं होगी।
22. सशर्त निविदा स्वीकार नहीं की जायेगी।
23. शासनादेश संख्या-1862/16-27-सिं-3-08टी/84, दिनांक 14/12/2016 के अनुसार एक निविदादाता एक कार्य की केवल एक ही निविदा क्रय कर सकेगा व डाल सकेगा।
24. नियमानुसार लेबर सेस की कटौती ठेकेदारों के बीजक से की जायेगी।

25. शासनादेश संख्या-383/36-2-2010 श्रम अनुभाग-2, दिनांक-26.02.2010 द्वारा भवन एवं सन्निर्माण कर्मकार नियोजन एवं सेवा शर्त विनियमन नियमावली-2009 के अर्न्तगत ठेकेदार को श्रम विभाग में किये जाने वाले उक्त कार्य का पंजीकरण कराया जाना आवश्यक है।
26. टी0ए0सी0/ऑडिट अथवा अन्य उच्चाधिकारियों द्वारा निर्धारित वसूली सम्बंधित निविदादाता फर्म द्वारा वहन की जायेगी।
27. प्रत्येक निविदादाता को निम्नलिखित अभिलेख की मूल प्रति दिनांक-20.01.2018 तक कार्यालय अधिशासी अभियन्ता, नलकूप निर्माण खण्ड,फैजाबाद में अपरान्ह 12:00 बजे तक जमा करना अनिवार्य होगा:-

(क)- वैध पंजीयन की मूल प्रति

(ख)- समान या उच्च लागत के कार्यों का एकल अनुबंध जो कि अनुबंध में निर्धारित समय अवधि में पूर्ण किया गया हो, का मूल अनुभव प्रमाण पत्र।

(ग)- IDT-1, IDT-2, IDT-3 प्रमाण-पत्रों की मूल प्रति।

(घ)- निविदा मूल्य का डिमाण्ड ड्राफ्ट मूल रूप में।

(ङ)- जमानत धनराशि की एफ0डी0आर0/एन0एस0सी0 मूल रूप में।

(च)- रू0 100/- जुडीशियल स्टैम्प पेपर पर एक रूपये का रसीदी टिकट लगा कर अनुबंध लिखना होगा कि दरे 90 दिवस तक मान्य होगी मूल रूप में।

(छ)- पूर्ववर्ती तीन वर्षों की आयकर विवरणी की सत्यापित छायाप्रति।

28. निविदादाता का जी0एस0टी0 में पंजीकरण होना अनिवार्य है।

अधिशासी अभियन्ता
नलकूप निर्माण खण्ड,फैजाबाद

CREDENTIALS OF TENDERER

(To be filled by the Tenderer)

1- Name of Tenderer:-

2- Permanent Address:-

3- Present Postal Address:-

4- State if you are approved contractor

Of the C.P.W.D. State P.W.D., State

Irrigation Department, Railway and/

Or M.E.S. and if so, copy of Registration

Certificate should be attached.

5- Particulars of previous contract

Successfully executed should be

Entered in the form 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 Performa

8- In case tenderer is a firm, enclose photo state/attested copy of partnership deed & Certificate of registration of firm.

9- Certificate:-

(a) I/We am/ are not debarred from tendering for contracts of central/state Govt. departments.

(b) I/We hereby certify that 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 employer.

Dated:.....

Signature of Tenderer

Place:.....

Declaration of Contractor for validity

Guarantee on stamp paper

(To be submitted on General stamp paper of Rs. 100.00 only with a Revenue stamp of Rs. 1.00)

AGREEMENT

Tender Invited by

Tender For

Tender Notice No. and Date

Name of Tender

In consideration of the Governor of the Uttar Pradesh having treated the tenderer to be an eligible person whose there may be considered the tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn withinmonths from the date of opening of the tender, also to the condition that if there after the tenderer dose withdraw his proposal within the said period the earnest money deposited by him may the forfeited to the Government of Uttar Pradesh at the discretion of the latter.

And tenderer hereby also agrees that if subsequent to the submission of his tender the tenderer amends, alters or modifies the content of his tender which are not acceptable to the Deaprtment, then the tenderer shall for the purpose of the aforesaid condition be deemed to have withdrawn his proposal.

Signed thisday of200.....

Signed by

TENDEROR

Witness :

IRRIGATION DEPARTMENT UTTAR PRADESH

Tubewell Construction Division, FaizabadSub-Division

ITEM OF PERCENTAGE RATE-TENDER OF CONTRACTORS

Name of work.....

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be in a form of invitation to tender posted on a board hung up in the office of and signed by the Sub-Divisional Officer/Executive Engineer. This form will state the work to be carried out, as well as the date of 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 & the amount of the security deposit to be deposited by the successful tender and the percentage. If any to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specifications, schedule of quantities of various items of work and a form of the printed conditions of contract together with the form of tender to be used signed for the purpose of identification by the sub-Divisional Officer/Executive Engineer & approved by the authority competent to make the contract shall be available for public inspection at the office sub-Divisional 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. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipt for the firm.
4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of 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 not accompanied by the deposits as earnest money notified, will be liable to rejection. Tender shall have the name of the work they refer written outside the envelope.
5. (i) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter amounts of several tender in comparative statements in a suitable form in the

event of a tender being accepted receipt for the earnest money forwarded herewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in rule 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.

- (ii) When tenders are received by the Sub-Divisional officers he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders the earnest money if in currency. Notes shall be credited in the cash book and paid in to the Treasury a receipt in Account Form No. 3 being given to the party tendering. If earnest money is preferred in pay of the securities specified in Rule 9 it shall be entered in the register of securities Account Form 85 and 86. Earnest money received in currency notes shall be returned to unsuccessful tenderers as soon as their tenders are rejected the usual stamp receipt being.
- 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 acknowledgment of payment to the sub- Divisional officer/ Engineer and the contractors shall be responsible for seeing that they procure a receipt signed by the sub-Divisional Officer/Executive Engineer.
 - 8 The memorandum of work tendered for shall be filled and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued.
 - 9 The amount of earnest money should ordinarily be-
 - (a) When the amount of the tender does not exceed Rs. 2,000 - 50
 - (b) When exceeding Rs. 2,000 and not exceeding Rs. 5,000 - 100
 - (c) When exceeding Rs. 5,000 and not exceeding Rs. 10,000- 200
 - (d) For each additional Rs. 5,000 or Portion of Rs. 5,000 a further
- Sum of - 100

Such earnest money shall be deposited by the contractor in Government treasury of sub treasury as laid down in paragraphs 340 [b] 344 and 335 [b] of the Financial Handbook V, Part I. Account Rules and the receipted treasury shall be attached to the tender.

Note- The officer calling for tender may, in special cases where it would be inconvenient for tenders to deposit money into Government treasury, relax the rule and permit contractors to deposit earnest money with him in cash or currency notes up to a limit of Rs. 100 instead of into a treasury, such deposits should be treated as Irrigation Department deposit.

TENDER FOR WORKS

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

MEMORANDUM

[b] Vide rule 9

[a] General description

Page 2

[b] Estimated costRs.

[c] Earnest moneyRs.

[d] Time allowed for the work from date of written order to commence

[c] Strick out the alternare and attach signature to it. N.B. When tender are to be submitted at a percentage above or below the rate in the sanctioned estimate the information of all the columns should be filled by the sub-Divisional Officer/Executive Engineer.

2- In the case of work when contractors are required to quote their own rates for the different items of work the columns

(f) should be left blank for the tenders to fill in

Item No.	Item of work	Approximately numbers of quantity	Unit	Pee	Rate (e) Tenderd (e) Sanctioned (f)in figure(i)in words Rs.		

+.....tender atpercent above below the + "I" "We"

Rates entered above

+or

+.....tender at above rates should this tender

Be accepted, +.....hereby agree to abide by and fulfill the

Terms and provisions of contract annexed to the approved set of x strike out the alternative

Contract documents or in default there of to forfeit and pay to Governor and attach signature to it.

Of Uttar Pradesh or his succerssor in office for sums of money mentioned

In the said conditions.

The sum of Rs.in here with forwarden in currency notes as

Earnest money the full value of which shall be retained by Government or

On account of the security deposit specified in clause I of said conditions

Of contract.

+ Give particulars and

X.....

Number

Datedday of200

Witness

+ Signature of witness to

Address.....

contractor's Signature.

Occupation

+.....

+Signature of contractor's

X.....

before submission of

Tenders

Date.....sub-Divisonal officer.....Sub-Divison

+.....

X.....

DateExecutive EngineerDivison

x Here enter

+.....

"Recommended" or

X.....

"Non-recommended"

Date.....Superitending EngineerCircle

Irrigation work

The above tender is herepted by me on behalf of the Government

X signature

Of Uttar Pradesh.

.....

.....

Dated theday of200

+ signature & official

designation of the

Accepting authority.

Conditions of Contract

Further Deposit

Clause 1. The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government of Uttar Pradesh (hereinafter called the Government) either in cash or securities as provided in paragraphs 614 and 615 of the Financial handbook, volume VI such as will with earnest money deposited with the tender to Rupees.

Deduction from payment

And where any security so deposited is not payable of bearer the contractor shall endowers or transfer it to the said Government in such a manner that the sums represented by it can be realised without consent or assistance of the contractor. The contractor shall also permit the 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 account of Security Deposit until such deductions, along with the sums already deposited as earnest money to be adjusted in the last deductions with amount.

Security Deposit

- (i) In the case of work estimated to cost upto Rs.1,00,000/- to 10%of the estimated cost.
- (ii) In the case of work estimated to cost more than Rs. 100,000/- and up to Rs. 2,00,000/- to 10% on the first Rs. 100,000/- 7.5% on the balance, and
- (iii) In the case of work estimated to cost more than Rs. 2,00,000 to 10% on the first Rs. 1,00,000/- 7.5% on the nest Rs. 1,00,000/- and 5% on the balance unless he is/they are exempted from payment of security deposit, individual cases or has been deposited the amount of the security at the rates mentioned above in the case or in the form of Government Securities of Fixed Deposit Receipts or Guarantee Ends of any Scheduled Bank of India.

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

if the security is furnished in the form of guarantee bonds the contractor undertakes to renew or the furnish fresh guarantee to cover the period of time extension, if any, and

failure on his part to do so shall be constructed as breach of this contract, and without prejudice to any other remedy/provided in these conditions the Engineer-in-charge shall have the right to withheld payment and deduct the entire security amount and any money's becoming payable to the contractor. The amount of security money, shall, if not withheld account of breach of contract be returned after six months of the date of completion of the work or after payment of the final bill whichever is later. Subject to the conditions that in case of building works of the first rainy season comprising of months of June, July, August and September is not fully cover 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 ? Season comprising of the months mentioned above or after the payment of the first bill whichever is later.

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

All compensation or other sums of money payable by the contractor to the Government under terms of this contract may be deducted from or realised by the sale of a sufficient part of his security deposit or from the interest accruing there from or from any sums which may be done or may become due to the contractor by Government or on account whatsoever and in the event or his deposit being reduced by reason of an such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash/Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or raised by sale of his security deposited or any part thereof.

Without prejudice to any other remedy provided by law the Government may recover all dues. Hare under from the contractor of the arrears of land revenue G.O. No. A-2-2242/X+317(5) Dt. 23-12-83.

Explanation : For the purpose of this clause of the work under this contract includes constructions or repair of any structure having root over it, the reconstructions whole will be clause a building work.

Clause 1(A) : If not appropriated by the Government under the provision of this contract, the security, money or such balance there of as may be left ever after making deductions will be refunded to contractor after the superintending Engineer has satisfied himself that till the terms of this contract have been duly and faithfully carried out by the contractor not before the expiry of period of Six months after the completion of the work.

Provided that case the Superintending Engineer is satisfied even before the expiry of period of six months that all the terms of this contract have become duly faithfully carried out by the contractor, the security money or such balance as may be refunded to the

contractor with the previous sanction of the Government as provided in clause 23 appendix XIX of F.H.E. Vol. V, Part I...-

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

(1) Vide G.O. No. 564 A.N. dated21967.

Compensation for delay

Clause 2(B) to be used instead of 33(a) then the latter is from the nature of the work impracticable.

Clause 2 (B) to be used. instead of 33 (a) when the latter is from the nature of the work within the period specified in the tender's schedule 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 shall proceed with the work with due diligence and shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer (decision in writing shall be final) may decide on the amount of the estimated cost of whole work as shown by tender for everyday that work remains uncommenced or unfinished after the proper dates and further in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to completed 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 clause one half of the value quantity (as the Engineer may determine of the work. before three-fourth of such time has elapsed if the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent to such smaller amount as theEngineer [whose decision in writing shall be final] decide estimate cost of the whole work for ever " that the quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of the clause shall not exceedpercent of the estimated cost of the work as shown in the tender.

Clause 3(i) In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security

deposit whether paid in on sum or deducted by statement (the Engineer shall have power to adopt such or following courses as he may deem best).

Action for which whole security deposite is forfeited

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

(b) He may after giving the contractor.....days notice in writing of his intention to do so measure upto work done by the contractor and then employ and pay labours and puppy or pure materials and carryout 311 'any part of the work him self on behalf of the Government, debiling the contractor with to eh actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the comeensation to by paid by the contractor in any work is so taken over by theEngineer the certificate in witing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contract.

(c) He may after giving the contractor days notice in writing of his intention to do so measure up the work done by the contractor, take the worfr ut of his hands and given contractor its completion to another contractor and may postpone till the completion of the assesment of the completion to be paid by the original contractor, if the Engineer elects to give the completion shall pay expenses which may be incured 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 to the orginal contractor as to the amount of any such expenses.

Clause 3(ii) if theEngineer does not desire to do so work the Contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased/any materials or entered in to any engagements or made any advances on account of or with advise to the execution of the work of the performance of the contract and shall not be entitled to recover or be paid or given credit of any sum for any work there foactually performed by him under this contractor unless and until, the Executive Engineer or the Sub Division' Officer acting under this orderr shall have certified in writing the performance of such work and the value thereof toe contractor shall only be entitled to be paid the value as so certified.

Clause 3 (iii) if upon any occasiofl theEngineer 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 defects

not shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.

Contractor remains hable to pay compansation of action not taken under clause 3

Power to take possession of or require removal to sell contractors plant

Clause . 4 If theEngineer exercise any of the power given to him by clause as he may if he so desires take porsession of all or any tools plants materials and stores in or upon the work or the site thereof and belonging to the contractor or proceed by him and intendent to be used for the execution of the work or any part thereof pay or allow the contractor for the same at the contractorrates or in the case of those not being applicable, at the same at the contractor rates or if any of these not being applicable at current market rates to be certified by the Engineer whose certificate thereof shall be final and if the Engineer does not desire to do so theEngineer may be notice against required him to remove such tools, plants, materials or stores from the premises (Within a time to specified in such notice) and if the contractor fails to comply with any such requisit on theEngineer may remove them at contractor's expenses and at his risk in all respects by action or private sale and the certificate of theEngineer as to expenses of any such removal is conclusive against the contractor.

Extension of time

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

Final Certificate

Clause 6. On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer [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. su certificate will be given not shall the work be considered in be complete untill the contractor has removed form the premises on which the work has been exacuted 'l scaffolding surplus materials and rubbish, and cleaned all wood work, windows, walls floors or other parts of any building in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may to do so, and may sell much scaffldings and materials as have not been removed by the contractor and the contractor shall furnish with pay all expenses so incurred and shall have no claim to respect of any such scaffolding

surplus materials aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-charge, whose measurement shall be binding and conclusive against the contractor.

Payment on intermediate certificate be regarded as advances

Clause 7 In 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 shall only be made as advances to be credited to the Government in the final settlement of the account with the contractor and not as payment for work done and passes and the making of any such payment shall not either preclude the Executive Engineer or Sub Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent the Government from enforcing any claim against the contractor on account of any default by him or conclude or determine in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer in charge's certificate of the measurement and of the total amount payable for the work shall be final binding on all parties.

Incomplete to complete the work

Clause 8. If the contractor abandons or is unable to complete work theEngineer may certify in writing the value of the work done by the contractor towards the completion of the contract such a certificate shall be final and conclusive against the contractor and he will not be paid more than the value of such work as so certified irrespective of the contract rates.

Lump sum in estimate

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 included or 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 contractor as to the basis upon which payment is to be made in such cases and as to the amount to be paid.

Bill 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? measurement necessary for checking the contractor's bill and adjusting his claim as specify as possible. If the contractor does not sr mit his bill within the time fixed the Engineer in charge may after giveing 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 the, authority to the Engineer in charge to draw up a bill based on such measurements and any bill so drawn up shall be binding on the contractor if the contractor fails to attend when such measurement are taken such measurements shall be binding carnim and if he attends but refuses to sign the likt of measurement, the matter shall be referred to the immediate superior of the Engineer in charge whose decision shall be brnding on the contractor.

Bill to be printed forms

Clause 11 The contractor shall submite all bills on the printed form which will be supplied to him at tthe office of the Engineer in charge and all items in such bill, shaltbe charged to the rates specified in the tenderor in the case of any extra work order presence of these conditions and not mentioned or provided for in the tender attheredes hereinafter provided in such work.

Stores supplied by Government

Clause 12. If the specification orestimate of the work provides forthe use of any specification of materials to be supplied from Engineer in charge store, or if 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 hereinafter mantioned being so far as practicable and for the convenience of the contractor specified in the Schedule here to annexed but no so as in any way control the meaning or effect of this contract) the contractor shall be supplied with which materials and stores as may from time to time be required by him for the purpose of the contractor but only for such purposes and he shall pay for the same at the rates specified in the said Schedule of in no rates is so specified at cost price as defined in clause 16 thereof.

All materials so supplied to the contractor will become the property of the contractor but shall not on any account be removed from the sitede 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 he shall as all time 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 the completion or termination of the contract at the specified issue rate or the current market rate whichever is less.

Clause 12 (A) In case where the contractor is himself to supply the materials he must obtain the articles required for the construction of the work from the firms with which the

Directors of Industries made arrangements while in the case of materials for supply for which no such arrangement has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification and for test the materials supplied by the contractor must confirm in such specification and/or test.

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

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

Stores imported from Europe to be obtained from Govt.

Clause 14. The contractor shall obtain from the stores or the Engineer in charge all such imported stores of mat as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connection therewith the value of such stores and as may be supplied to the contractor by the Engineer in charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contractor and if they are not entered in the Schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if asked for any excess of those entered in the Schedule in such cases the price charged will be stock rate market whichever is greater.

Work to be Executed in accordance with Specifications/drawings, order etc.

Alteration in specifications and designs

Clause 15. The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and in every respect conforming with the specification both as regards materials and otherwise the contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing if the work signed by the Engineer in charge and lodged in his office and the contractor shall be allowed to inspect the same during office hours and may at his own expenses have copies of the specification and of all such designs, drawing and instructions as aforesaid, made for his own use.

Don't invalidate contract

Extension of time in consequences of alterations

Rates for additional work not in estimate or schedule of rates of the district

Clause 16. The Engineer in charge shall have power to make such alteration in or additions to the original specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with instructions which may be given to him in writing signed by the Engineer in charge and such alterations shall not invalidate the contract any additional work which the contractor may be so directed to do, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for the completion of the work shall be extended in the proportion that additional work was to the original contract work. If the additional work includes any item for which no rate is specified hereunder, the contractor shall carry out the work at the rate entered in the Schedule or rate of the District but if the Schedule does not contain any rate for such work then contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer in charge with the approval of the officer accepting the contract and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer in charge may by 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 disputes the Superintending Engineer shall be final and binding on the contractor.

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 by notice in writing to the contractor either stop the work altogether or reduce or cut it down if the work is stopped altogether. The contractor will only be paid for the 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 not done the contractor will be paid for the work as so ordered but in neither case will be paid any compensation whatever for the loss or profit which he might have made if he has been allowed to complete all the work included in the tender.

Action and compensation payable in cases of bad work

Clause 18. If the Engineer in charge is satisfied that the construction of any part of the work is faulty or that material used in the same are inferior to those for which the specification provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may notwithstanding that such work materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work materials or articles of which he complains and requiring the

contractor the 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 they may be replace such materials or articles and the contractor shall pay all expenses incurred by the Engineer in charge in doing so 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 open for inspection

Clause 18 (A) Government shall have the right to accept the reduced rate substandard or defective work and to cause and audit any technical examination of work and running and final bills of the contractor, including all supporting vouchers abstract etc. to be made before or after the payment of the final bills and it as a result of such acceptance of substandard or defective work audit and technical examination, any sum is found to have been over paid in respect of any work done by the contractor found the contract of any work claimed to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in Clause 1 above or any other manner lessly permissible and if it is found that the contractor was paid less then what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the Government to the contractor.

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

Contractor or responsible agent to be present

Clause 19. All work under or in the course of extension or executed in pursuance of the contractor shall at all times be open for inspection and supervision by engineer in charge and his subordinate and the contractor shall on all times during the usual working hours and on any other occasion of which he shall have had reasonable notice either himself be present to receive orders and instructions, and have responsible agent duly accredited in writing present for that purpose Order given to any such agent has the same effect as given to the contractor himself.

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

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

Clause 19 (C) The contractor before he commences the work shall (a) post in a conspicuous place on the work a notice giving the rates of wages which have been certified as fair by the Executive Engineer.

Clause 19 (D) The contractor shall be bound and 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 supervision, extension or modification thereof which may be passed at any time or from by a competent legislative body and may have effect in 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 any additional payment for the reason that he failed to take into account such expenses while submitting this tender.

In every case in which by the virtue of the provisions of the labour laws in force in the State of Uttar Pradesh and the rules and regulations made there under the Government is obliged to pay any sum in the execution of the work. Government will recover from the contractor the amount so paid, and without prejudice to the other rights, 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 any sum of 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 19 (E) The contractor shall engage labour for the work through the nearest Employment Exchange.

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

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

Notice to be given before work is covered up

Direction of work

Clause 20. In order that the work may be measured and the contract dimensions thereof taken the contractor shall not cover up any of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer in charge or of his subordinate in charge of the work or until he has given to the Engineer in charge or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or place it beyond 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 expenses in order that it may be measured or shall forfeit the price of such work and of the materials use in the constructions.

Decision of Engineer to be final

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

Clause 22. Except where otherwise specified in the contract the decision of the Engineer for the time being shall be final. Conclusive and binding on all parties to the contract up in all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned. The decision of such Engineer as to the quality of workmanship or materials use on the work as to any other question claim, right matter or thing what sever in any way arising out of or relating to the contract designs or drawings, specifications, instruction order, or these conditions or otherwise concerning the work or the execution or fall to execute the same whether arising during the progress of the work or after the completion or amendment of the contract by the contractor shall also be finalconclusive and binding on the contractor.

Contractor or supply place ladders scaffolding etc.

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

Female labour not to be employed.

Clause 24. The contractor shall supply at his own cost materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer in charge's stores, plant tools, appliances, implements ladders charge, tackle scaffolding and temporary works requisite for the proper execution of the works whether original altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with requirements of the Engineer in charge as the 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 work. The contractor shall also supply without charge workman with the means and materials necessary for the purpose of setting out works and counting wetghiog and assisting in the measurement or examination of the work, or material at any time if the contractor fails to do the same may be provided by the Engineer in charge and the contractor shall pay the cost of the same as certificate by the Engineer in charge whose certificate, shall be final the contractor shall also provide all necessary fancying and lights required to protect the upblic from accident and shall bear the expenses or defend every suit action or other proceeding of law that may be brought up by any person for injury sustained owing to the neglect to the above perfections and shall also pay any damages and costs which may be awarded in any such suitaction or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor may be rescluded and security deposit for feited for subletting binding of if

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

Contractor becomes insolyen

Clause 26. The contractor shall not assign or sub let the contractor without the written permission of theEngineer and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings of makes attempts to make any composition with his creditors or if he or any of his servants or agents either directly or indirectly, gives, officers or promises any bride, gratuity, gift, loan perquisite reword or advantage pecuniary or otherwise to any public officer or person in the employ, or Government in any way relating to his office or employment or if any such officer or person shall become in way indirectly interested in the contract without having first obtained the permission in writing of the Government theEngineer thereupon by notice in writing rescird the contract and the security deposit at the contractor shall thereupon stand forfeited and be absolutely of the disposal of the Government and the consequences shall ensure as if the contract had been rescinded under clause 3 there of and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

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

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

Changes in construction of firm

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

Action where no specification is given

Clause 29. In the clause of any work for which there is no such specification as is mentioned in ruled, I such work shall be carried out in accordance with district specification and if there is no district specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer in charge.

Definition of work

Clause 30. In these conditions unless there is something in the subject or context repugnant to such on inter pretation, expression work or work mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted, or additional.

Contractor's percentage whether applied to net or gross amount bills stock out this.

Clause 31. The additions and deductions on account of percentage returned to at page 3 of the accepted tender, will be calculated on the gross and not on the net amounts of the bill for the work done.

Clause in the case of an time rate contract

Compensation to workman

Clause 32. (1) In every case in which by virtue of the provisions of or section 12 subsection (1) of the workman's compensation Act. 1932 Govt. is obliged to pay compensation to a workman employed by the contractor or any Sub Contractor from him in the execution of the work Government will recover from the contractor the amount of the com paid and without prejudice to the rights of the Government under section 12, Sub section2) of the said Act. Government shall be at liberty to recover Such amount or any part there of by deducting it either from the security amount deposited by contractor or 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.

(2) Government shall not be bound to contract any claim made against it under section 14, sub section [of the said Act excepts on the written request of the contractor and

upon his giving to Government full security for all costs for which Government rights become able in consequence of contesting the claim.

Clause 33. Not with standing any thing still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor and set off all claims against] alone or partnership with there.

Clause 34 All disputes in respect of the contract arising between the contractor and the department witll be put upto the Superintending Engineer and his decision shall be final, legally binding on both the parties.

Clause 35. Quantities are liable for variations on either side without, entitling the contractor to compensation on his account.

Clause 36. Contractor shall himself make proper living accommodation, water and sanitary arrangement etc. for labour which ordinarily should be arranged through Employment Exchange will give prefence to Ex service man He will have to remove any undesirable labour if ordered by the department.

Clause 37. Claims not preferred within 48 hours of occurrence are liable to be rejected.

Clause 38. No extra payment shall, be made to the contractor for making profiles and namunas in connection with the execution of the work as per.

G.O. No. 3543 B-66-XXIII-IB I dated 2.6.1996

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

Clause 40. The contractor shall not influence of direct labour borne on the Muster Roll ro by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if the does so contrary to the above, he will be responsible for the loss or, damages caused or claim by other parties and the decision of the Executive Engineer as to the amount of such damages shall be final and binding on both the parties.

Clause 41. This agreement is subject to the standard specifications. The clearnace of site shall be done by the 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 (1) of section 194 (c) of Income Tax Act. XXI of 1972.

Clause 43. For FAMILY PLANNING PURPOSES IN CONTRACT - The contractor agrees to persuade all his labour and other employees including casual labour employed by him to adopt family planning techniques (including vesectomy and tubectomy on lines with policies and programmes announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer in charge monthly report in this behalf.

G.O. No. 032176-C-311975-76 Dated 8 Sept. 1976

**Schedule showing [Approximate] Materials to be Supplied from the Public Work Stores
for Works Contracts to be executed and the rates at which they are to be charged for vide
clause 12 of conditions**

Particulars	Rates at which the material be charged to the contractor			Place of Delivery
	Unit	Rs.	P.	

Sig. of Contractor

Sig. of sub Divisional Officer

Executive Engineer

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- (1) In the Contract, as hereinafter defined, the following words and expression shall have the meanings hereby assigned to them, except where the context otherwise requires:—
- a) 'Employer' means the Governor of Uttar Pradesh and the legal successors in title to the Employer, acting through the Executive Engineer, Tube Well Construction Division, Faizabad or his authorized representative.
 - b) 'Contractor' means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assigns.
 - c) Chief Engineer shall mean the Chief Engineer (Nalkoop-East), Irrigation & Water Resource Department, (Lucknow)
 - d) 'Engineer-in-Charge' or 'Engineer' means the Executive Engineer, Tube Well Construction Division, Faizabad
 - e) 'Engineer-in-Charge's representative' or 'Engineer's representative' means any resident engineer or Assistant Engineer of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in writing whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
 - f) 'Works' shall include both Permanent Works and Temporary Works.
 - g) 'Contract' means the Conditions of Contract, specification, Drawings, priced Bill of Quantities, Schedule of Rates and Prices, if any, Tender, Letter of Acceptance and the Contract Agreement, if completed.
 - h) 'Contract Price' means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions there-from as may be made under the provisions herein after contained.
 - i) 'Construction Plant' means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.
 - j) 'Temporary Works' means all temporary works of every kind required in or about the execution or maintenance of the works.
 - k) 'Permanent Works' means the permanent works to be executed and maintained in accordance with the Contract.
 - l) 'Specification' means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.
 - m) 'Drawings' means the drawing referred to in the Specification and any modification of Such drawings approved in writing by the Engineer in charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer in charge.
 - n) 'Site' means the land and other places on, under, in or through which the Permanent Works or Temporary Works designed by the Engineer in charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.
 - o) 'Approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid.
 - p) 'Government' means Government of Uttar Pradesh (India) Department of Irrigation.
 - q) 'I.S.S.' means Indian Standard Specifications published by Bureau of Indian Standard (B.I.S.).
 - r) 'Day' means a day from midnight to midnight.
 - s) 'Week' means seven consecutive days.
 - t) 'Month' means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
 - u) 'Quarter' means a period of 3 months reckoning from the 1st date of January, April, July and October and counted to the last date of March, June, September and December respectively.

- v) 'Rupees' means Rupees of Indian Currency.

1.1 INTERPRETATIONS

- (1) Words importing the singular only also include the plural and vice versa where the context so requires, 'he' includes 'she' and vice versa unless this is repugnant to the context.
- (2) Wherever the term 'Specification' is used apart from a specified Standard Specification, it shall mean the specification or plan prepared for a particular site as instructions to the Contractor in executing that item of work.
- (3) The headings in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- (4) The word 'cost' shall be deemed to include overhead costs whether on or off the site.
- (5) For the purpose of these documents the terms 'bid / Tender', 'bidder / Tenderer', 'Bidding / Tendering' and other similar expressions are synonymous.

2.0 GENERAL

The rates given by the contractor will remain firm during the currency of the agreement. 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 rates or 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.

3.0 TOOLS, PLANT AND EQUIPMENT

The contractor shall arrange for his own machinery and equipment required for timely and successful completion of the work as per specification. 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. The carriage of the equipment to work site and back to Government godown after use shall be done by the contractor at his own cost. The terms and conditions for hire of the equipment shall be fixed by the Engineer-in-Charge.

4.0 TIME FOR COMPLETION

The time for completing the work is including rainy season. The progress of the work shall be maintained generally as per following time schedule.

Sl.No. Time Progress of work

1. Up to $\frac{1}{4}$ of the total time 25%
2. Up to $\frac{1}{2}$ of the total time 50%
3. Up to $\frac{3}{4}$ of the total time 75%
4. Up to full time 100%

The liquidated damage will be imposed on the contractor @ 0.25% of the cost of contract/day subject to the maximum 10% of the contract value in case the work progress is delayed from the schedule of progress written above.

5.0 CONSTRUCTION PROGRAMME

The contractor shall submit a detailed construction programme of completion to suit the progress of contract as given earlier for the entire contract period including requirement of materials to be supplied by the department, within fourteen days after the date of notice to proceed with the work.

6.0 CURRENCY OF PAYMENT

Payment will be made in the Indian currency in which the price has been stated in the bid.

7.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

- (i) Assignment of the contract is not permissible.
- (ii) The contractor shall not without the written consent of the Engineer-in-Charge sublet any portion of the contract. Any subletting shall in no way absolve the contractor of any of his responsibilities under this contract.

8.0 PLANT, TEMPORARY WORKS AND MATERIALS

The contractor shall provide at his own expense all constructional plant, temporary works and materials required for the execution of the work. All constructional plant, temporary works and materials provided by the contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof, without the consent, in writing, of the Engineer-in-Charge.

9.0 GENERAL OBLIGATION OF THE CONTRACTOR

(A) *General responsibilities:*

(a) The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of the contract shall be deemed to have served if it has been delivered to his authorized agent or representative at site, or sent by registered letter to the site office, or to the address of the firm last provided by the contractor.

(b) The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

(c) The contractor shall take responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the Engineer-in-Charge.

(d) The contractor shall promptly inform the Employer and Engineer-in-Charge of any error, omission, fault and other defect in the design or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

(B) *Contract Agreement:*

The contractor, on receipt of form of agreement annexed (with such modifications as may be necessary) shall enter into and execute a contract agreement to be prepared and completed at the cost of the employer.

(C) *Inspection of site:*

The Employer shall have made available to the contractor with the Tender documents such data on hydrological and subsurface conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works and the tender shall be deemed to have been based on such data, but the contractor shall be responsible for his own interpretation thereof. The contractor shall also be deemed to have inspected and examine the site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the work, the means of access to the site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his tender.

(D) *Sufficiency of Tender:*

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of Quantities and the Schedule of Rates and prices, if any, which tender rates and prices shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution and maintenance of the works.

(E) *Work to be to the satisfaction of the Engineer-in-Charge:*

So far as it is legally or physically possible, the contractor shall execute and maintain the work in strict accordance with the contract to the satisfaction of the Engineer-in-Charge and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the contract or not, touching or concerning the works. The

Contractor shall take instruction and directions only from the engineer or from engineer's representative.

(F) *Watching and Lighting:*

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or the Engineer's Representative, or by any duly constituted authority, for the protection of the works, or for the safety and convenience of the public or others.

10.0 PURPOSE OF DRAWINGS AND SPECIFICATIONS AND PERFORMANCE THERE TO

The contractor drawings read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used. The works shall be carried out in accordance with the directions of Engineer-in-Charge, in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions as may, from time to time, be given by the Engineer-in-Charge. Only stated dimensions are to be taken and not those obtained from scaling off the drawings. In case of any discrepancy between the description of items in the schedule of quantities and the specifications, the latter shall prevail. In case any feature of the work is not fully described and set forth in the drawings and specification, the contractor shall forth with apply to the Engineer-in-Charge for further instructions, drawings or specifications.

11.0 SIGNED DRAWINGS—NO AUTHORITY TO THE CONTRACTOR

Signed drawing alone shall not be deemed to be an order for work unless it is entered in the agreement or schedule of drawings under proper attestation of the contractor and the Engineer-in-Charge or unless it has been sent to the contractor by the Engineer-in-Charge with a covering letter confirming that the drawing is an authority for work in the contract.

12.0 COPIES OF DRAWING AND SPECIFICATIONS

Three sets of the drawings, any modified or supplementary drawings, and the specifications shall be furnished free of cost to the contractor.

13.0 PLANS AND DRAWINGS

The contractor shall submit the following information, in triplicate, to the Engineer-in-Charge for approval within the time stipulated against each item below:

- (i) A general layout plan of construction plant and equipment for the execution of work within fourteen days from the date of notice to proceed with the work, and
- (ii) Drawings of prints showing the location of major plants and other facilities which he proposed to put up at the site, including any changes in the general layout, prior to the commencement of the respective work.

14.0 REFERENCE MARKS AND BENCH MARKS

The basic center lines, reference points and bench marks will be fixed by the department. The contractor shall establish at his cost, at suitable points additional reference line and bench marks as may be necessary. The contractor shall remain responsible for the efficiency and accuracy of all his bench marks and reference lines. He shall take precautions to see that the lines, points and bench marks fixed by the departments are not disturbed by his work and shall make good any such damage.

15.0 MATERIALS, WORKMANSHIP, PERIOD, MAINTENANCE AND DEFECT LIABILITY ETC.

(A) *Quality:*

All materials, articles and workmanship shall be of the most suitable quality for the work.

(B) *Tests, Inspection, Rejection of Defective Material and Work:*

The Contractor shall without extra cost provide samples and cooperate in the testing of materials and inspection of the works. The Engineer-in-Charge shall have access at all times to the places of storages and where materials are being manufactured and processed for using the works under the contract, to determine whether their manufacture and process are proceeding in accordance with the drawing and specification. The Engineer-in-Charge shall during the progress of the works have power to order in writing from time to time:-

- a) The removal from the site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer-in-Charge, are not in accordance with the contract.

- b) The substitution of proper and suitable materials and
- c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment made thereof of any work, in respect of materials or work which, in the opinion of the Engineer-in- Charge is not in accordance with the contract. The Contractor shall carry out such order at no extra cost to the employer. In case of default on the part of the contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carry out the same and all expense consequent thereon or incidental thereto shall be recoverable from the contractor by the employer or may be deducted by the employer from any money due or which may become due to the contractor. In lieu of removing work or materials which are not in accordance with the contract, the Engineer-in-Charge may allow such work or materials to remain, and in that case such work may be paid at the reduced rates as may be decided by the Engineer-in- Charge. However, any action by the Engineer-in-Charge under this Para shall not in any way, absolve the contractor from his responsibility, and liabilities as per terms and conditions of the contract.

(C) *Covering of Works:*

No work shall be covered up or put out of view without the approval of the Engineer-in-Charge and the contractor shall afford full opportunity for examination and measurement of such work before it is covered up or put out of view. The contractor shall give due notice to the Engineer-in-Charge whenever such work is ready for examination and the Engineer-in-Charge shall within a reasonable period, arrange for examining and measuring such work, unless he considers it unnecessary and advises the contractor accordingly.

(D) *Opening of works for Inspection:*

The Contractor shall at the request of Engineer-in-Charge open for inspection any work Covered up. In the case of work so opened up the Engineer-in-Charge shall promptly, after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection thereof to be made. Should the contractor refuse or neglect to comply with such a request, the Engineer-in-Charge may cause such work to be opened up. If the said work has been covered up in contravention of the Engineer-in- Charge instructions, or if on being opened up, it is found not in accordance with the contract requirements, the expenses of opening and replacing it shall be borne by the contractor. If the work has not been covered up in contravention of such instruction, or it on being Opened up, it found to be in accordance with the contract requirements, the expenses shall be borne by the employer.

(E) *Period of Maintenance and Defects Liability:*

The Contractor shall be responsible to make good within such period as may be stipulated by the Engineer-in-Charge any defect which may develop or may be noticed during period of maintenance of 180 days from the certified date of completion and which is attributable to the contractor. All notice of such defect shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Engineer-in-Charge may employ other persons to make good such defects, and all expenses consequent there-off and incidental there-to shall be borne by the contractor. In the event the Employer takes over portions of work as they are completed, the liability of the contractor under clause for those portions shall extend to a period of 180 days from the actual dates on which portions of the works are taken over.

(F) *Contractor's Superintendence and Supervision:*

- a) The contractor shall provide all necessary superintendence during the execution of the works and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligations under the contract. The contractor or a competent and authorized agent or representative approved of in writing by the Engineer-in-Charge is to be constantly on the works and shall give his whole time to the superintendence of the same.
- b) The contractor shall provide and employ on the site in connection with the execution and maintenance of the works.

- (i) Only such technical assistants as are skilled and experienced in their respective callings and such subagents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
- (ii) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.

(G) Construction Plant:

The Contractor shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of the operations connected with the work awarded under the contract as will secure a satisfactory quality of work and rate of progress which ensure the completion of the work within the time specified.

(H) Setting out Works:

The Contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by the Engineer-in-Charge and shall check these at frequent intervals. The contractor shall provide, all facilities like labour and instruments, and shall cooperate with the Engineer-in-Charge to check all alignments, grades, levels, and dimensions. Such checking shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

16.0 INFORMATION AND DATA

The information and data furnished herein relative to the works and site conditions are general. It shall be the responsibility of the contractor to fully acquaint himself with the nature and the location of works, quarries, local conditions and other aspects which are relevant to the work.

17.0 USE AND CARE OF SITE

The contractor will be permitted to use without charge, the site and the lands for execution of work, labour, staff colonies, site officers, workshops or stores and for related activities. The contractor shall not commence any operation on such lands except with the approval of the Engineer-in-Charge. If these lands are not adequate, the contractor may have to make his own arrangements for additional lands. The contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without prior approval of the Engineer-in-Charge. All rubbish shall be burnt or removed from the site as it accumulates. All surface and soil drains shall be kept in a clean, sound and workman like state. All the areas of the contractor's operations shall be cleared before returning them to the Employer. The contractor shall make good any damage or alternations made to areas, property or land handed over to him before these are returned.

18.0 PROTECTION OF ADJOINING PREMISES

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost, any such damages.

19.0 ACCIDENTS AND INSURANCE AGAINST ACCIDENTS ETC. TOWORKMEN

a) The department shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the employer against all such damages compensation, and against all claims, proceedings, costs, charges and expense whatsoever in respect thereof or in relation thereto.

b) On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such Accident, report in writing, to the Engineer-in-Charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accident on the works involving injuries to persons, damage to property other than that of the

contractor shall be promptly reported to the Engineer-in-Charge stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the Employer against all loss or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the employer as a consequence of failure to give notice under the workmen's compensation act or failure to conform to the provisions of the said act in regard to such accidents.

c) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act including all modifications thereof, whether such compensation may become payable by the contractor or by the Government as principal employer, the Engineer-in-Charge may retain out of money due and payable to the contractor such sum or sum of money as may, in the opinion of the Engineer-in-Charge, be sufficient to meet such liability. On receipt of award from the labour commissioner in regard to quantum of compensation, the difference in amount will be reimbursed to or recovered from the contractor.

d) The contractor shall insure against such liability with an insurer approved by the Government, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the engineer or the engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the employer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

20.0 CERTIFICATE OF COMPLETION OF WORKS

a) When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the contractor may give a notice to that effect to the engineer or to the engineer's representative accompanied by an undertaking to finish any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the engineer to issue a certificate of completion in respect of the works. The Engineer-in-Charge shall, within twenty-one days of the date of delivery of such notice, issue a certificate of completion stating the date on which, in his opinion, the works were substantially completed in accordance with the contract or give instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, requires to be done by the contractor before the issue of such certificate. The engineer shall also notify the contractor of any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified therein. The contractor shall be entitled to receive such certificate of completion within twenty-one days of completion to the satisfaction of the engineer of the works so specified and making good any defects so notified.

b) If any part of the permanent works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the engineer may issue a certificate of completion in respect of that part of the permanent works before completion of the whole of the works and upon the issue of such certificate, the contractor shall be deemed to have undertaken to complete any outstanding work in that part of work during the period of maintenance.

c) Provided always that a certificate of completion given in respect of any section or part of the permanent works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

21.0 TOLLS AND DUTIES

The contractor shall, unless otherwise specifically provided in the contract, pay all duties, tolls, quarry fees, royalties and other taxes on all materials and articles that he may use.

22.0 OLD CURIOSITIES

All old curiosities, relics, coins, minerals and any other item of archeological importance found in excavation or pulling down shall be the property of the Government and shall be handed over to the Engineer-in-Charge. Should any structure be uncovered, the Engineer-in-Charge's instruction shall be obtained before its demolition or removal.

23.0 ENGINEER-IN-CHARGE'S DECISION

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Engineer-in-Charge, which shall be given in writing, shall be final and binding on the contractor.

24.0 OTHER CONTRACTORS

When two or more contractors are engaged on work in the same vicinity, they shall work together in a spirit of cooperation and accommodation. The contractor shall not take any steps or actions that may cause disruptions, discontent or disturbance in the neighboring and project localities. In cause of any difficulties amongst the contractors, the Engineer-in-Charge shall direct the manner in which each contractor shall conduct his work so far as it affects the others.

25.0 OTHER WORKMEN

The Engineer-in-Charge shall have full authority to depute workmen on the work site to execute other works not included in the contract. The contractor shall afford every reasonable facility during working hours, to enable such workmen to carry out the other works provided that such works shall be carried out in such a manner as not to impede the progress of the work included in the contract. The contractor, however, shall not be liable for any damage which may happen to or be occasioned by such other works, provided he complies with the instructions in connection therewith and provided that the damage is not caused by the contractor or his workmen.

26.0 VARIATIONS AND EXTRA ITEM

(A) Variations:

- a) All quantities set out in the bill of quantities are the estimated quantities of the work based on preliminary drawings and they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.
- b) The Engineer-in-Charge shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do so and the contractor shall do any of the following:
 - (i) Increase or decrease the quantity of any work included in the contract,
 - (ii) Omit any such work,
 - (iii) Change the character or quality or kind of any such work,
 - (iv) change the levels, lines, position and dimensions of any part of the works, and execute additional work of any kind necessary for the completion of the works, change any specified sequences, method or timing of construction of any part of the works and no such variation shall in any way vitiate or invalidate the contract. The quantities given in the tender may vary up to any amount on either side. The contractor shall not claim anything on this account and will carry out the work at his tendered rates.

(B) Extra items:

The extra or additional work done or work omitted by order of the Engineer-in-Charge shall be valued at the rates and prices set out in the contract if, in the opinion of the Engineer-in-Charge, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then rates will be fixed as per clause-16 of I.D. Form No.-111 annexed with the tender.

27.0 CLAIMS

The contractor shall send to the engineer-in-charge all claims for any additional payment to which the contractor may consider himself entitled within a fortnight of the claim as

enumerated in Form-111 (Conditions of the contract). He shall also give details of all extra or additional work ordered by the engineer-in-charge which he has executed during the preceding month. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the engineer shall be entitled to authorize payment to be made to any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the engineer-in-charge in writing that he intends to make a claim for such work.

28.0 MEASUREMENT AND PAYMENT

- a) The engineer-in-charge shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contracts of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the engineer-in-charge or the engineer's-in-charge representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend, or neglect or omit to send such agent, then the measurement made by the engineer-in-charge or approved by him shall be taken to be correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the engineer's-in-charge representative shall prepare records and drawings month by month of such work and the contractor, as and when called upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the Engineer's-in-Charge representative and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the engineer's-in-charge representative, for decision by the engineer-in-charge, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.
- b) The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.
- c) Payments will be made to the contractor according to availability of funds.
- d) On completion of the entire work, the contractor will submit his final bill. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liabilities arising from any defects.
- e) All interim payments shall be treated as advance payments. All payments will be made by cheque or method decided by the Irrigation Department, Government of Uttar Pradesh.

29.0 RECOVERIES

Any debts due from Indian contractors, advised by the Government, shall be recovered from any bill or money retained from this contract.

30.0 JURISDICTIONS

The contract shall be governed by the laws of India and of Uttar Pradesh for the time being in force and be subject to the jurisdiction of the High Court of judicature at Allahabad.

31.0 PATENTS AND COPY RIGHTS

The contractor shall save harmless and indemnify the employer from and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected rights, design, trademark or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

32.0 RULES REGARDING LABOUR LAWS IN UTTAR PRADESH

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 to any enactment in suppression, extension or modification there of 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 Rules and Regulations made there under or any amendment of modifications thereof for the time being in force; All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender of that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses shall submitting his tender. In every case in which by virtue of the provisions of the labour laws in force in the State of Uttar Pradesh and the rules and regulations made there-under, the employer is obliged to pay any sum in the execution of the work. Employer will recover from the contractor the amount so paid, and without prejudice to the other rights of the Department, the Department 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 I.D. Form No.-111 or from any other sum due by employer to the contractor whether under this contract or otherwise.

33.0 SAFETY PROVISIONS

The contract shall arrange for the safety in his operation as required including the provisions in the safety manual published by the Central Water Commission New Delhi. In case the contractor fails to make such arrangements the engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. For failure to comply with provisions of the safety manual the contractor shall without prejudice to any other liability pay to employer a sum not exceeding Rupees one hundred per day for each day of default.

34.0 TAXATION

(1) Local Taxation:

The prices bid by the contractor shall include all customs, duties, import duties, business taxes, income and other taxes that may be levied according to the laws and regulations in being as of the date 30 days prior to the closing date for submission of bids on the constructional plant, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the contract and on the service performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied on profits made by him in respect of the contract.

(2) Income Tax:

- a) Deduction will be made towards income tax at source by the Employer as directed by Income Tax Department from contractors.
- b) The contractor's staff, personnel and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

35.0 G. S. T. DEDUCTION

- (1) As per government rule applicable and recovered from contractor's bill
- (2) Any tax imposed by U.P. Govt. shall be recovered from contractor's bill.

36.0 Labour Cess DEDUCTION

- (1) As per government rule applicable and recovered from contractor's bill

37.0 CONTRACTOR DYING, BECOMING INSOLVENT, INSANE OR IMPRISONED

In the event of the death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in the issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor's dues to Government, to the persons entitled to receive and give a discharge for

such payments. If the contractor is imprisoned, becomes insolvent, compounds with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any them, or being a partnership firm becomes dissolved, or being a corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Employer shall be at liberty:

- a) To give such liquidator, receiver, or other person in whom the contract may become vested the option of carrying out the contract, or a portion thereof to be determined by the employer, subjects to his providing an appropriate guarantee for the performance of such contract, or
- b) To terminate the contract forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the clause 'Default by Contractor' treating as if this termination is ordered under that clause.

38.0 COMPENSATION FOR DELAY

The compensation for delay shall be as per clause-2 of I.D. form No.-111.

39.0 CARE OF WORKS AND EXPECTED RISKS

(1) From the commencement of the works until the date stated in the certificate of completion for the whole of the works pursuant to relevant clause here of the contractor shall take full responsibility for the care thereof. Provided that if the Engineer-in-Charge shall issue a certificate of completion in respect of any part of the permanent works the contractor shall cease to be liable for the care of that part of the permanent works from the date stated in the certificate of completion in respect of that part and the responsibility for the care of that part shall pass to the employer. Provided further that the contractor take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the work, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in sub-clause

(2) Of this clause, while the contractor shall be responsible for the care thereof the contractor shall, at his own cost, repair and make good the same, so that at completion the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall, if and to the extent required by the Engineer-in-Charge and subject always to the provisions of relevant clause here of repair and make good the same as aforesaid at the cost of the Employer. The contractor shall be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work.

(3) The 'excepted risks' are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the contractor or of his sub-contractors and arising from the conduct of the works, riot, commotion or disorder or use or occupation by the employer of any part of the permanent works, or a cause solely due to the engineer's design of the works, or ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as the excepted risks.

40.0 EXTENSION OF TIME FOR COMPLETION

Time shall be considered as the essence of the contract. Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions or any cause of delay referred in earlier clauses here of, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of works, the Employer shall determine the amount of such extension and

shall notify the contractor accordingly. Provided that the Employer is not bound to take into account any extra of additional work or other special circumstances unless the contractor has **within three days** after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the engineer's-in-charge representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

41.0 SETTLEMENT OF DISPUTES

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawings, record or ruling of the Engineer-in-Charge on any matter in connection with or arising out of the contract or the carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-Charge in writing, for written instructions or decision. Thereupon the Engineer-in-Charge shall give his written instruction or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision the contractor shall promptly proceed without delay to comply with such instructions or decision. If the Engineer-in-Charge fails to give his instructions or decision in writing within a period of thirty days after being requested, or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may within thirty days after receiving the instructions or decision appeal to the Executive Engineer, who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Executive Engineer shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal. If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from receipt of the decision shall indicate his intention to refer the dispute to Arbitration failing which, the said decision shall be final and conclusive.

42.0 ARBITRATION

All the dispute or differences in respect of which the decision has not been final and conclusive shall be referred to Superintending Engineer for arbitration whose decision shall be final and binding on both the Parties.

43.0 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL

All documents, correspondence, decisions and orders concerning to the Contract shall be considered as confidential and / or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

44.0 JOINT VENTURES

If the contractor is a joint venture, all partners of the joint venture shall be jointly and severally liable to the employer for the execution of the entire contract in accordance with its terms.

45.0 SECURITY DEPOSIT FOR PERFORMANCES & SECURITY DEPOSIT

The contractor will deposit for performance full security as per clause No.-1 of I.D. form No.-111 and its amendment or as per latest orders of U.P. Irrigation department at the time of entering into the agreement. The E.M.D. already deposited will be adjusted towards the security amount. The security deposit may be in the form of the F.D.R./N.S.C. pledged in the name of Executive Engineer, Tube Well Construction Division, Faizabad.

46.0 SPECIAL CLAUSE

If there is any discrepancy between the condition of contract and I.D. form No.-111 attached with the tender, the conditions given in I.D. form No.-111 will prevail and will be binding on the contractor.

47.0 INSPECTION OF WORK BY TECHNICAL EXAMINER

The work may be examined by the Technical Examiner or his representatives. If in the opinion of the said examiner or his representatives, 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 representatives shall be final and binding on the contractor in this respect.

48.0 If any person whosoever is found actively associated with Mafia and unsocial elements or engaged in organized crime or is a Mafia or Mafioso is disqualified from bidding.

49.0 Even if it comes to knowledge after award of a contract that the contractor is associated with Mafia and unsocial elements or engaged in organized crime or is a Mafia or mafiso, the contract will be cancelled after serving a showcase notice and if the contractor is found repeating the same, then the proceeding of black listing him shall also be initiated.

50.0 If it is found that the contractor or the bidder has threatened the other bidders or prevented them from bidding, the tender / contract will be cancelled.

51.0 Any advocate registered in state bar council will not be authorized for bidding. If it comes in knowledge that contractor is a state bar council registered advocate, the contract will be cancelled after having been satisfied of this fact.

52.0 **G.S.T.**

The rate quoted by the contractor shall be deemed to be inclusive of The G.S.T if any on the constructional plant, material and 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 G.S.T that may be 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 (as per govt. rule) 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.

TECHNICAL SPECIFICATION

Scope of work

This tender includes the supply of Lal Kuwan quarry pea gravel of 2.00 mm to 3.35 mm size duly, washed and screened required for fill and pack in the annular space of bore between walls of bore well and MSERW piped Tube Well assembly for packing the well during tube well construction.

Physical characteristics

1. The gravel selected for packing tube wells shall consist of hard quartz (about 96% SiO₂) or other suitable materials, with an average specific gravity of not less than 2.5. Not more than 10% by weight of the material shall have a specific gravity of less than 2.25. The gravel shall contain not more than 2% by weight of thin flat or elongated pieces. In the case of such pieces, the larger dimensions shall not be more than three times the smallest dimensions. The quartz shall be of sub-rounded to rounded grains with minimum angular features.

2. The gravel for use as pack shall be free from impurities, such as shale, mica, felspar, clay, sand, dirt, loam, hematite and organic materials.

3. The porosity of the gravel when laid as a pack shall not be less than 25%.

4. The gravel conforming to the IS: 4097-1967 shall be of the following grades.

Grade – A

Pack – Fine gravel.

Particle size range – Over 2.00mm to 3.35mm.

IS Sieves (as per IS: 460-1962*) -2.00mm to 3.35mm

5. Hardness

The gravel shall have a hardness of not less than 5 in Mohr's scale.

2.00 से 3.35 एम०एम साइज की पी-ग्रेविल की ट्रक द्वारा आपूर्ति के सम्बन्ध में विशेष शर्तें:-

1. आपूर्ति की गयी पी-ग्रेविल की माप 2 एम0 एम0 से 3.35 एम0 एम0 साइज की आई0एस0 (IS: 460-1962) के अनुसार होना चाहिए। इस मात्रा में बजरी साइजों में भिन्नता 1.8 एम0एम0 से 2 एम0एम0 तथा 3.35 एम0एम0 से 3.5 एम0एम0 बजरी की कुल मात्रा का प्रतिशत 5 प्रतिशत से अधिक किसी भी दशा में स्वीकार नहीं की जायेगी।
2. पी-ग्रेविल ठेकेदार द्वारा चट्टे बनवाकर अन्तिम रूप से मापी जावेगी।
3. निविदा में दी जाने वाली दरों में रायल्टी, खदान से लोडिंग प्वाइंट तक का व्यय एवं डिस्पेंचिंग स्टेशन पर ट्रक में लदाई एवं डेस्टिनेशन (गंतव्य) स्टेशन पर पहुँचकर अनलोडिंग एवं छानकर चट्टे लगाने का व्यय तथा उत्तरांचल राज्य में देय समस्त कर शामिल होगा।
4. निविदा डालने की तिथि से 90 दिवस तक अनुबन्ध की दरें वैध मानी जायेगी।
5. यातायात की कोई भी सुविधा विभाग द्वारा उपलब्ध नहीं कराई जायेगी।
6. पी-ग्रेविल स्वीकार करते समय 15.63 कुन्टल का 1 घनमीटर समतुल्य माना जायेगा। विभागीय स्टोर/स्थल पर पी-ग्रेविल की वास्तविक माप और वजन के अनुसार निकाली गई मात्रा के अनुसार न्यूनतम मात्रा के सापेक्ष ठेकेदार को भुगतान किया जायेगा।
7. जी०आर०/टोल टैक्स /धर्मकाँटा आदि की समस्त रसीदों को बीजक के साथ प्रस्तुत करने के पश्चात भुगतान किया जायेगा।
8. ट्रक द्वारा आपूर्ति होने वाली बजरी का वजन आपूर्ति स्थल के निकटतम धर्मकाँटे पर लिया जायेगा।

घोषणा-पत्र

मैं प्रमाणित करता हूँ कि इस विभाग के निम्नलिखित कर्मचारी/अधिकारी मुझसे संबंधित है।

नाम अधिकारी/कर्मचारी

सम्बन्ध

ठेकेदार के हस्ताक्षर

ढेकेदार का पता

कार्य का नाम :-

मेरा पता निम्नलिखित है। अनुबन्ध से सम्बन्धित सभी पत्राचार जो कि उक्त कार्य के लिए है मुझसे इसी पते पर करने की कृपा करें, जो कि यह समझा जायेगा कि मुझे प्राप्त हो चुका है।

ढेकेदार के हस्ताक्षर

नाम

ग्राम व पोस्ट

जिला

AGREEMENT GENERAL

STAMP PAPER

STAMP PAPER

Acceptance Letter

द्वेषभाव रहित

प्रेषक,

अधिशाली अभियन्ता,

नलकूप निर्माण खण्ड फैजाबाद

सेवा में,

श्री/मे०

.....

.....

.....

पत्रांक /अ०अ०/न०नि०खं०फै०/अनु०/

दिनांक

विषय :

महोदय,

उपरोक्त कार्य की निविदा दिनांक.....स्वीकार की जाती है। कृपया अनुबन्ध हेतु आवश्यक रू०की सिक्योरिटी तथा रू०के स्टाम्प सहित अनुबन्ध पर तीन दिवस के अन्दर हस्ताक्षर करने हेतु उपस्थित होने का कष्ट करें।

अधिशाली अभियन्ता
नलकूप निर्माण खण्ड फैजाबाद

Date of Start

प्रेषक,

अधिशाली अभियन्ता,
नलकूप निर्माण खण्ड फैजाबाद

पत्रांक: /अ0अ0 / न0नि0ख0फै0 / अनु /

दिनांक

विषय: प्री0 ग्रेविल की आपूर्ति के संबंध में।

सेवा में,

श्री / मे0

.....

.....

महोदय,

इस कार्यालय के पत्रांक सं0— /अनु0 /दिनांक— के प्रतिपालन में आज दिनांक उक्त विषयांकित कार्य हेतु अधोहस्ताक्षर के समक्ष हस्ताक्षर कर दिये गये हैं। इस कार्य को सुचारू रूप से पूर्ण करने की अवधि.....दिन है। अतः आपको आदेश दिये जाते हैं कि आप यह कार्य तिथि से प्रारम्भ कर एवं तिथि तक पूर्ण कर दें।

उक्त कार्य को सम्पादित कराने हेतु श्री एच0 एन0 यादव, अवर अभियन्ता, नलकूप निर्माण खण्ड, फैजाबाद कार्य के इंचार्ज होंगे। आप समस्त कार्य उनके अधीनस्थ सम्पन्न करेंगे।

उपरोक्त अनुबन्ध इस कार्यालय में अनु0सं0...../अ0अ0 /दिनांक पर पंजीकृत कर लिया गया है। जिसकी प्रति साथ में आपके कार्य हेतु संलग्न है।

सलग्नक: उपरोक्तानुसार

अधिशाली अभियन्ता
नलकूप निर्माण खण्ड, फैजाबाद

पत्रांक /अ0अ0 / न0नि0ख0फै0 / अनु / तदिनांक

प्रतिलिपि निम्नलिखित को अनुबन्ध की प्रति के साथ सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

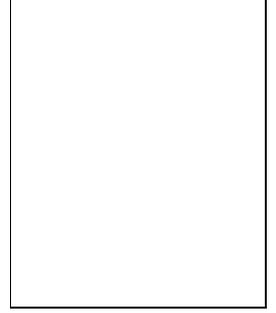
1. सहायक अभियन्ता, प्रथम, नलकूप निर्माण खण्ड, फैजाबाद।
2. श्री.....अवर अभियन्ता, नलकूप निर्माण खण्ड, फैजाबाद।

अधिशाली अभियन्ता
नलकूप निर्माण खण्ड, फैजाबाद

कार्यालय जिला मजिस्ट्रेट.....

चरित्र प्रमाण-पत्र

1. आवेदक का नाम श्री/श्रीमती.....
2. पिता/पति का नाम श्री.....
3. आयु.....
4. शैक्षिक योग्यता.....
5. व्यवसाय.....
6. पता— (अ) स्थाई पता दूरभाष सहित.....



(ब) अस्थाई पता दूरभाष सहित.....

7. अपराधिक मकु दमों का विवरण.....

(व्यक्ति के विरुद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असामाजिक कार्यों का विवरण दिया जाये। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाये। यदि सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टडे किया गया हो तो उसका विवरण भी दिया जाये। माफिया/गैंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जाँच करने के बाद ही प्रमाण-पत्र निर्गत किया जाय और इसका उल्लेख इस कालम में अवश्य किया जाय)।

8. सामान्य ख्याति.....

9. प्रमाण-पत्र :-

मेरे द्वारा श्री..... के कार्य और आचरण तथा चरित्र में पूरी तथ्यात्मक जानकारी कर ली गयी है। इनके विरुद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गयी है। सभी तथ्यों की जानकारी के पश्चात मैं प्रमाणित करता हूँ कि श्री..... का कार्य और आचरण तथा चरित्र उत्तम है और इनके सिंचाई विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार का कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती है।

दिनांक.....

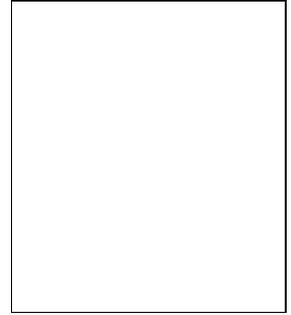
हस्ताक्षर

जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोट:-1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।

2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. संबंधित व्यक्ति से स्वघोषणा शपथ-पत्र भी ले सकते हैं।
4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।

कार्यालय जिला मजिस्ट्रेट.....
हैसियत प्रमाण-पत्र



1. प्रार्थी का नाम(व्यक्ति/फर्म/संस्था का नाम).....
2. पिता/पति का नाम श्री.....
3. निवास स्थान.....
- (अ) पूरा स्थाई पता दूरभाष सहित.....
-
- (ब) अस्थाई पता दूरभाष सहित.....
-

4. व्यवसाय.....

5. सम्पत्ति का विवरण :- जिला मजिस्ट्रेट/कलेक्टर के द्वारा चल/अचल सम्पत्ति/हैसियत के सम्बन्ध में पूरा विवरण निम्न प्रकार से दिया जाय।
 (क) अचल सम्पत्ति - जमीन/भूखण्ड/मकान/दुकान/व्यवसायिक प्रतिष्ठान/ उद्योग धन्धे आदि का पूरा विवरण। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस सम्बन्ध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य तथा सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण भी दिया जाय।
 (ख) चल सम्पत्ति मोटर वाहन/निर्माण कार्यो में प्रयुक्त मशीनो तथा अन्य चल सम्पत्ति का पूरा विवरण दिया जाय। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस सम्बन्ध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य तथा सम्पत्ति बैंक अथवा किसी वित्तीय संस्थान में मार्गेज हो तो उसका विवरण भी दिया जाय।
6. बैंक अथवा वित्तीय संस्था में कोई धनराशि हो तो इसके लिए बैंक का नाम/खाता संख्या एवं उसमें रखी धनराशि का विवरण दिया जाय। इसके लिए बैंक अथवा वित्तीय संस्था द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय।
7. हैसियत प्रमाण-पत्र के लिए हैसियत के रूप में यदि बैंक में जमा धनराशि दर्शायी जाती है तो वह धनराशि कम से कम तीन माह पहले से बैंक में जमा होनी चाहिए और कार्य पूरा होने तक बैंक में अवश्य जमा रहनी चाहिए।
8. प्रार्थी का पैन नम्बर..... है।
 मेरे द्वारा श्री (यहाँ व्यक्ति/फर्म/संस्था आदि का नाम लिखा जाय)..... की चल और अचल सम्पत्ति के बारे में तथ्यो की जानकारी कर ली गयी है और उसका विवरण उपरोक्तानुसार दिया गया है।

मैं प्रमाणित करता हूँ कि मेरी जानकारी में उपरोक्त सभी तथ्य सही है और तथ्यात्मक रिपोर्ट के आधार पर यह प्रमाण-पत्र निर्गत किया जा रहा है।

दिनांक.....

हस्ताक्षर
 जिला मजिस्ट्रेट/कलेक्टर
 (मुहर सहित)

(निविदा प्रपत्र के साथ शपथ पत्र मूल रूप में संलग्न किये जाने हेतु)

मैंपुत्र श्री..... निवासी

(स्थायी पता)अस्थायी पता)

.....का निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा

करता हूँ :-

1. मैं सिंचाई विभाग का एए/ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण-पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं सिंचाई विभाग के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. सिंचाई विभाग द्वारा जो (कार्य का विवरण लिखा जाय).....कराने की निविदा निर्गत की गयी है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र चरित्र प्रमाणपत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/व्यापार कर प्रमाण-पत्र/बीड सेक्योरिटी प्रमाण-पत्र/बीड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं०.....है तथा आयकर विभाग द्वारा प्रदत्त नवीनतम आयकर प्रमाण-पत्र संलग्न है।
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाय।
 1. मुकदमा नम्बर
 2. धारार्ये
 3. थाना
 4. जनपद
 5. न्यायालय (जहां मुकदमा चल रहा है)
6. मैं सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/आसामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।
9. मैं अनुबन्ध की शर्तों के अनुसार समय से, पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है :-

(अ) स्थायी पता (दूरभाष सहित)

(ब) अस्थायी पता (दूरभाष सहित)

(यहां पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय)

12. मैं शपथपूर्वक घोषणा करता हूँ कि मैशक/पार्टनर रहा हूँ, ब्लैक लिस्टेड या दिवालिया घोषित नहीं किया गया हूँ। उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल अधिशासी अभियन्ता, सिंचाई विभाग और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
13. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र, जिला मजिस्ट्रेट/कलेक्ट्रेट (जनपद का नाम लिखा जाय)द्वारा प्राप्त करके मूल रूप से संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि हैसियत प्रमाणपत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।
14. सिंचाई विभाग के किसी भी अवर अभियन्ता/सहायक अभियन्ता/अधिशासी अभियन्ता/अधीक्षण अभियन्ता या अन्य कोई स्टाफ का कोई भी नजदीकी रिश्तेदार मेरे/हमारे यहां सेवारत नहीं है।
15. मैं या मेरी फर्म/कम्पनी जिसमें मैं स्वयं निदेशक/पार्टनर/मालिकाना हक है, ने कहीं भी कार्य किया है, कभी भी मेरे नाम से जुड़ी कम्पनी जिसमें मैं निदेशक/पार्टनर रहा हूँ, ब्लैक लिस्टेड या दिवालिया घोषित नहीं किया गया हूँ।
16. मेरा पैन नम्बरहै तथा आयकर विभाग से नवीनतम् कर निर्धारण वर्ष का आयकर प्रमाण-पत्र (फार्म-16) की सत्यापित प्रति संलग्न है।
17. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवाश में, स्वस्थचित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथपत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

संलग्नक – नवीनतम् आयकर निर्धारण वर्ष का फार्म-16

दिनांक

शपथी का पूरा हस्ताक्षर

पूरा नाम –

पता –