



**WATER AND LAND MANAGEMENT INSTITUTE  
(WALMI)  
WALMI BHAWAN UTRETHIA**

LUCKNOW - 226029

**TENDER DOCUMENT**

Notice No. 02/ walmi/ 2018-19. dated 03.12.2018

Name of work : Pump Operator, Plumber, Carpenter, Driver,  
Library Assistant, Beldar & Prashichan  
Parichar for Walmi Office .

**WATER AND LAND MANAGEMENT INSTITUTE (WALMI)**

**WALMI BHAWAN UTRETHIA**

LUCKNOW - 226029

From,

Deputy Director (Admn.)  
Water and Land Management Institute (WALMI)  
Walmi Bhawan Utrethia  
LUCKNOW

To,

M/s.....  
.....  
.....

Sub:- Issue of Tender Document against Tender Notice No 02/  
Walmi/ 2018-19 dated 03.12.2018 Providing Mess Facility at  
Walmi.

Dear Sir,

With reference to your Letter No.....dt.....We  
hereby acknowledge receipt of Demand Draft/ Bankers Cheque cash  
for Rs.300.00+GST (Rupees Three Hundred Only) as requested, a  
set of Tender Document herewith.

Please acknowledge its receipt immediately.

**Encl. As above**

Yours Faithfully

DDA (Admn.)  
WALMI Lucknow

प्रेषक,

उपनिदेशक (प्रशासन)  
उ0प्र0 जल एवं भूमि प्रबंध संस्थान (वाल्मी)  
वाल्मी भवन उत्तरेटिया  
लखनऊ

सेवा में,

निदेशक  
सूचना एवं जन सम्पर्क विभाग प्राप्तकर्ता  
उ0प्र0 लखनऊ

पत्रांक /वाल्मी/विज्ञापन/2018-19

दिनांक / /2018

विषय:- निविदा प्रकाशन कराने के संबंध में।

महोदय,

कृपया इस कार्यालय की संलग्न निविदा सूचना संख्या- 02/वाल्मी/2018-19 दिनांक 03.12.2018 के व्यापक प्रचार-प्रसार के लिए निविदा सूचना की 08 प्रतियां एवं साफ्ट कापी (सी0डी0) आपके इस अनुरोध के साथ प्रेषित है कि यह विज्ञापन प्रदेशीय एवं राष्ट्रीय स्तर पर प्रकाशित होने वाले किन्ही दो प्रतिष्ठित अधिकतम सर्कुलेशन वाले राष्ट्रीय हिन्दी दैनिक समाचार पत्रों में प्रकाशित कराने एवं इसे उ0प्र0 सरकार की वेबसाइट पर डलवाने की कृपा करें। साथ ही अनुरोध है कि संबंधित समाचार पत्रों को भी निर्देशित करने का कष्ट करें, कि समाचार की एक-एक प्रति नोटिस के प्रकाशन के उपरान्त इस कार्यालय को आवश्यक रूप से प्रेषित करें।

संलग्नक:- यथोपरि

भवदीय,  
उपनिदेशक (प्रशासन)  
वाल्मी लखनऊ

**पत्रांक /वाल्मी/विज्ञापन/2018-19/तद्दिनांक**

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. मुख्य अभियन्ता कम्प्यूटर प्रणाली केन्द्र, कार्यालय प्रमुख अभियन्ता, सिंचाई एवं जल संसाधन विभाग, उ0प्र0 लखनऊ।
2. मुख्य अभियन्ता एवं निदेशक वाल्मी लखनऊ।
3. वित्त एवं लेखाधिकारी, वाल्मी लखनऊ।
4. प्रबंधक/सहायक प्रबंधक वाल्मी लखनऊ को वाल्मी की वेबसाइट पर प्रसारित किये जाने हेतु।
5. नोटिस बोर्ड।

उपनिदेशक (प्रशासन)  
वाल्मी लखनऊ

**कार्यालय**  
**मुख्य अभियन्ता एवं निदेशक**  
**उ०प्र० जल एवं भूमि प्रबन्ध संस्थान (वाल्मी)**  
**वाल्मी भवन, उत्तरेटिया लखनऊ**

**अल्पकालीन निविदा सूचना संख्या-02/वाल्मी/2018-19 दिनांक 03.12.2018**

महामहिम राज्यपाल उ०प्र० की ओर से जल एवं भूमि प्रबंध संस्थान (वाल्मी) लखनऊ में कार्यालय एवं आवासीय परिसर की जलापूर्ति, साफ सफाई एवं अन्य कार्यों हेतु कार्मिकों की सेवायें प्राप्त करने के लिए मुहरबन्द निविदायें अधोहस्ताक्षरी द्वारा दिनांक 26.12.2018 के समय 02 बजे अपरान्ह तक पंजीकृत/अनुभवी फर्म /टेकेदार से निविदायें आमंत्रित की जाती है जो संस्थान में रखे सीलबन्द निविदा बाक्स में डाली जायेगी। समस्त डाली गई निविदायें दिनांक 26.12.2018 को समय 03 बजे अपरान्ह उपस्थित फर्म/टेकेदार के समक्ष अधोहस्ताक्षरी या उनके द्वारा अधिकृत प्रतिनिधि द्वारा कमेटी हाल वाल्मी में खोली जायेंगी। निविदा प्रपत्र दिनांक 14.12.2018 से 24.12.2018 तक कार्यादिवसों में पूर्वान्ह 10 बजे से सायं 05 बजे तक बिक्री हेतु वाल्मी संस्थान लखनऊ में उपलब्ध रहेगा।

क्रम०सं०	कार्य का नाम	अनुमानित आवश्यकता	धरोधर धनराशि (90 दिवस की वैधता सहित) (रु० में)
1	2	3	4
<b>लाट संख्या-01</b>			
1.	वाल्मी संस्थान लखनऊ के कार्यालय एवं आवासीय परिसर की जलापूर्ति, साफ सफाई एवं अन्य कार्यों हेतु कार्मिकों की सेवायें प्राप्त करना 1. पम्प आपरेटर 2. प्लम्बर 3. कारपेन्टर 4. वाहन चालक 5. लाईब्रेरी असिस्टेन्ट 6. बेलदार 7. प्रशिक्षण परिचर	01 Nos. 01 Nos. 01 Nos. 01 Nos. 01 Nos. 05 Nos. 02 Nos.	18000.00 मात्र
	योग	12 Nos.	

**नियम व शर्तें**

1. यह निविदा सूचना वेबसाइट (<http://upgov.up.nic.in/infotech>) तथा सिंचाई विभाग की वेबसाइट [www.idup.gov.in](http://www.idup.gov.in) पर उपलब्ध है।

2. इच्छुक निविदादाता निविदा प्रपत्र कार्यालय, जल एवं भूमि प्रबंध संस्थान (वाल्मी), उत्तरेटिया लखनऊ से रू0 300.00+GST नगद भुगतान कर अथवा डिमाण्ड ड्राफ्ट जो उपनिदेशक (प्रशासन) वाल्मी के नाम देय हो, देकर प्राप्त कर सकते है।
3. निविदा प्रपत्र के साथ धरोहर धनराशि के रूप में उपरोक्त तालिका में निर्धारित धरोहर एफ0डी0आर0/ डिमाण्ड ड्राफ्ट के रूप में, जो उपनिदेशक (प्रशासन) वाल्मी लखनऊ के पट्टा में बन्धक हो, जमा करना आवश्यक है। उक्त धरोहर धनराशि न जमा करने की स्थिति में निविदा प्रपत्र स्वतः ही निरस्त समझा जायेगा।
4. निविदा डालने हेतु फर्म/टेकेदार के पास इसी प्रकार के कार्य का न्यूनतम एक वर्ष का अनुभव होना अनिवार्य है, जिसका प्रमाण-पत्र फर्म/टेकेदार के द्वारा निविदा प्रपत्र के साथ संलग्न करना अनिवार्य है। अन्यथा की स्थिति में फर्म/टेकेदार द्वारा प्रस्तुत की गई निविदा पर विचार नहीं किया जायेगा।
5. उपरोक्त कार्य हेतु फर्म/टेकेदार के पास वैध पैन कार्ड, GSTIN पंजीकरण सुसंगत अधिनियमों के अन्तर्गत लाइसेन्स होना अनिवार्य है।
6. निविदा की वैधता निविदा प्रस्तुत करने की अन्तिम तिथि से 90 दिवस की होगी, एक बार प्रस्तुत की गई निविदा वापस नहीं ली जा सकती है।
7. निविदा खोलने के उपरान्त पात्र निविदादाता द्वारा अनुबन्ध गठन करते समय कार्य की कुल लागत की 10 प्रतिशत जमानत धनराशि एफ0डी0आर0/डिमाण्ड ड्राफ्ट के रूप में जमा करना अनिवार्य होगा। अन्यथा की स्थिति में निविदा निरस्त करते हुए पूर्व में जमा की गई धरोहर धनराशि जब्त कर ली जायेगी।
8. किसी भी प्रकार की शर्तों का संशोधन/परिवर्तन तथा निविदा को निरस्त करने का अधिकार उपनिदेशक (प्रशासन) वाल्मी में निहित है।
9. निविदा से संबंधित अन्य जानकारी निविदा प्रपत्र से प्राप्त की जा सकती है।
10. यदि निविदा जमा करने और निविदा खोलने की तिथि को राजकीय अवकाश घोषित होता है तो उसके अगले कार्य दिवस में पूर्व नियम समय तथा स्थान पर निविदा आमंत्रित की जायेगी तथा खोली जायेगी।
11. कार्य विवरण में अंकित मात्रायें आवश्यकतानुसार घटायी बढ़ायी जा सकती है।

उपनिदेशक (प्रशासन)

वाल्मी लखनऊ

जल एवं भूमि प्रबंध संस्थान (वाल्मी) उत्तरेटिया लखनऊ के कार्यालय हेतु  
कार्मिकों की सेवायें प्राप्त करने हेतु निविदा संख्या-02/वाल्मी/2018-19,  
दिनांक 03.12.2018 के संदर्भ में आवश्यक शर्तें

1. निविदादाता को 02 लिफाफे में निम्नानुसार अभिलेख देने होंगे।

लिफाफा नं0-1

1. उपनिदेशक (प्रशासन)जल एवं भूमि प्रबंध संस्थान, लखनऊ के पक्ष में वांछित धरोहर धनराशि रू0 18000.00 बैंक गारन्टी/एफ0डी0आर0/ एन0एस0सी0 के रूप में 90 दिवस की वैद्यता सहित।
2. संबंधित कार्यों का विश्व बैंक पोषित परियोजनाओं / केन्द्रीय अथवा राजकीय संस्थानों, निगमों में पूर्व से एवं वर्तमान में इसी तरह के किये जा रहे कार्यों के संबंध में आवश्यक अनुभव प्रमाण पत्रों न्यूनतम 01 वर्ष की प्रमाणित प्रतिलिपियां।
3. फर्म/ एजेन्सी / टेकेदार के पंजीकरण की प्रमाणित प्रतिलिपि।
4. श्रम विभाग में पंजीकरण की प्रमाणित प्रतिलिपि।

लिफाफा नं0-2

1. प्रति कार्मिक के आधार पर न्यूनतम निविदिता दर। इन निविदित दरों में आयकर की कटौती श्रोत पर नियमानुसार की जाएगी।
2. लिफाफे के ऊपर कार्मिकों की सेवायें उपलब्ध कराना लिखा होना आवश्यक है। लिफाफे नं0-1 दिनांक 21.12.2018 को उपस्थित निविदादाताओं के समक्ष समय 15:00 बजे उपनिदेशक (प्रशासन) अथवा प्राधिकृत अधिकारी द्वारा खोला जाएगा। तत्पश्चात सम्यक परीक्षणोपरान्त योग्य पाये गये निविदादाताओं के रेट्स का लिफाफा (लिफाफा नं0-2) खोलकर निर्णय किया जाएगा।
3. अपूर्ण अथवा शर्तयुक्त निविदा पर विचार नहीं किया जाएगा।
4. सभी टैक्स, जैसे सर्विस टैक्स, ई0पी0एफ0 एवं अन्य राजकीय देयता इत्यादि को जमा करने की जिम्मेदारी पूर्णतः निविदादाता की होगी एवं इस हेतु निविदादाता को ही प्रिन्सिपल इम्प्लॉयर माना जाएगा।
5. बिना धरोहर धनराशि के निविदा पर विचार नहीं किया जाएगा।
6. अस्पष्ट / अनावश्यक / अपठनीय विवरण को निरस्त करने का अधिकार उपनिदेशक (प्रशासन) वाल्मी लखनऊ के पास सुरक्षित रहेगा।

7. दरें स्वीकृत किये जाने पर अनुबन्ध पर हस्ताक्षर करना होगा। इस हेतु नियमानुसार स्टाम्प पेपर प्रस्तुत करना होगा। अनुबन्ध पर हस्ताक्षर न किये जाने की दशा में धरोहर धनराशि जब्त कर ली जायेगी।
8. अनुबन्ध किये जाने की दशा में स्वीकृत अनुबन्ध धनराशि का 10 प्रतिशत परफॉरमेन्स सिक्योरिटी (Performance Security) बैंक गारन्टी/एफ0डी0आर0/ एन0एस0सी0/ के रूप में जो उपनिदेशक(प्रशासन), जल एवं भूमि प्रबन्ध संस्थान लखनऊ के नाम बन्धक होनी चाहिए, जिसकी वैधता अनुबन्ध की तिथि से न्यूनतम 01 वर्ष होगी। परफॉरमेन्स सिक्योरिटी जमा होने के पश्चात् अर्नेस्ट मनी वापस कर दी जायेगी।
9. किसी भी अथवा समस्त निविदाओं को बिना कोई कारण बतायें निरस्त करने का अधिकार उपनिदेशक(प्रशासन), जल एवं भूमि प्रबन्ध संस्थान लखनऊ के पास सुरक्षित रहेगा।
10. अनुबन्ध की अवधि 01 वर्ष की होगी। आवश्यकता न होने अथवा अनुबन्ध की शर्तों का पालन न करने पर उपनिदेशक(प्रशासन), वाल्मी लखनऊ द्वारा 30 दिवस की नोटिस पर अनुबन्ध कभी भी समाप्त किया जा सकता है।
11. उपलब्ध कराये जाने वाले कर्मी विभाग के पेट्रोल पर नहीं माने जायेंगे एवं भविष्य में किसी भी तरह के विवाद /कोर्ट केस की सम्पूर्ण जिम्मेदारी ठेकेदार/एजेन्सी की ही होगी।
12. आर्बीट्रेशन की स्थिति में निदेशक, वाल्मी लखनऊ का निर्णय अन्तिम होगा।
13. निविदा में अन्तिम निर्णय हो जाने के उपरान्त असफल निविदादाताओं को अरनेस्ट मनी वापस कद दी जायेगी।
14. पुस्तकालय सहायक को कार्यालय के पुस्तकालय संचालन सम्बंधी कार्यों का पूर्ण अनुभव व दक्षता होना अनिवार्य है।
15. अवकाश या कार्यालय समय के उपरान्त भी आवश्यकता पड़ने पर कार्मिकों की सेवायें उपलब्ध कराना होगा। इस हेतु कोई अतिरिक्त भुगतान नहीं किया जायेगा।
16. न्यूनतम वेतन श्रम विभाग द्वारा जारी दरों पर आधारित होना चाहिए।
17. फर्म द्वारा निविदित की गई प्रतिमाह कर्मियों को दी जाने वाली धनराशि में ई0पी0एफ0 भी सम्मिलित होगा, जिसमें नियोक्ता एवं कर्मचारी का नियमतः अंशदान सम्मिलित होगा।
18. अनुबंधित फर्म/एजेन्सी/ठेकेदार को प्रतिमाह भुगतान की जाने वाली धनराशि सर्विस टैक्स सहित रहेगी। अनुबंधित फर्म / एजेन्सी / ठेकेदार द्वारा सर्विस टैक्स भुगतान किये जाने का चालान प्रस्तुत करने पर ही सर्विस टैक्स की धनराशि का भुगतान किया जाएगा।

19. अनुमानित कर्मी निम्नानुसार है, जिनको आवश्यकतानुसार घटाया या बढ़ाया जा सकता है :-

1.	पम्प आपरेटर	-	01 Nos.
2.	प्लम्बर	-	01 Nos.
3.	कारपेन्टर	-	01 Nos.
4.	वाहन चालक	-	01 Nos.
5.	लाइब्रेरी असिस्टेन्ट	-	01 Nos.
6.	बेलदार	-	05 Nos.
7.	प्रशिक्षण परिचर	-	02 Nos.
	योग	-	<u>12 Nos.</u>

#### TENDER ACCEPTANCE ADDRESS

Office of the Director  
water and Land Management Institute  
Walmi Bhawan Uterethia  
Lucknow - 226025

## **TENDER FORM**

To,

Deputy Director (Admn.)  
Water and Land Management Institute  
Utretia, Lucknow.

Dear Sir,

Having examined the Tender Documents for providing Mess facility, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the said facility conformity with the said tender documents in accordance with the Schedules of Price attached here with and amde part of this tender.

If our tender is accepted, we will submit the performance security of 10% of the agreement amount valid for one year for the satisfactory performance of the contract.

We agree to abide by this tender for a period of 90 days after the date fixed for tender opening and it shall remain binding upon as and may be accepted at any time before the expiration of that period.

Until the formal contract is prepared and executed, this tender, together with your written acceptance there of and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated \_\_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ Year

\_\_\_\_\_  
Signature

(In the capacity of)

(Duly authorized to sign tender for and on behalf of)

## CONDITIONS OF CONTRACT

Further deposit	Clause I— The persons whose tender is accepted (herein after called the contractor) shall within one week after his or their tender has been accepted, deposit with the Government of Uttar Pradesh (here in after called the Government) either in cash or in securities as provided in paragraph 614 of the Financial Hand book, Volume VI such sum as will with the earnest money deposited with the tender amount to Rupees..... and where any securities so deposited is not payable to bearer, the contractor shall endorse or transfer it to the said
Deduction from Payment	Government in such a manner that the sum represented by it can be realized \ without the consent or assistance of the contractor. A part from the earnest money deposited with the tender, the contractor shall also deposit balance security amount @ 8% of the cost of work at the time of agreement in cash or in the form of Government Securities or Fixed Deposit receipts or Guarantee Bonds of any Nationalized Bank in India.
Security Deposit	If the security is furnished in the form of guarantee bonds the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension, if any, and failure on his part to do so shall be construed as a breach of this contract and without prejudice to any other remedy provided in these conditions the Engineer-in-Charge shall have right to withheld the payment and deduct the entire security amount from moneys becoming payable to the contractor. The amount of security money shall, if not withheld on the account of breach of contract be refunded after six months of the date of completion of the work or after payment of the final bill, which ever is later, subject to the condition that in case of the building work of the first rainy season comprising of months of June, July, August & September is not fully covered within the period of six months mentioned above, the amount of security money, if not withheld on account of breach of contract, be refunded after the expiry of the first rainy season comprising of the months mentioned above or after the payment of the final bill which ever 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 the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of the Government.

All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or realized by the sale of a sufficient part of his security deposit, or from the interest arising there-from or from any sums which maybe due or may become due to the contractor by the Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

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

**Clause 2-A—** Time is the essence of the contract. The contractor shall commence and shall complete the work covered by the tender on the 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 so the schedule of quantities and dates shown in the Progress Statement to be signed by the contractor and attached to the tender the contractor and attached to the tender. If the work falls in arrears of the Progress Statement either in quantity or in time, then for every day that the work is so in arrears the contractor shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide, on the estimated cost of the whole work Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

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

**Compensation for delay.** **Clause 2-B—** Time is the essence of the contract. The contractor shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The Contractor shall at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such

smaller amount as the Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncompleted, 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 complete one-fourth of the value or quantity (as the..... Engineer may determine) of the whole of the work before one-fourth of the whole-time allowed under the contract elapsed; one-half of the value or quantity (as the .....Engineer may determine) of the work before one-half of such time has elapsed; and three-fourths of the value or quantity (as the .....Engineer may determine) of this work before three-fourths 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 of such smaller amount as the..... Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the quantity of work remains incomplete.

Action by which whole ..  
the of security deposit is  
estimated cost of forfeited

Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the work as shown in the tender.

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

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

(b) He may, after giving the contractor..... Days notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay laborers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work so taken over assessment of the compensation to be paid by the contractor. If any work is so taken over by the .....Engineer the certificate in writing of the .....Engineer as to its cost and value shall be final and

conclusive against the contractor.

(c) He may, after giving the contractor .....days notice in writing of his intention to do so, measure up the work done by the contractor, take the work out of his hands and give a contract for its completion to another contractor and may postpone till the completion of the work the assessment of the compensation to be paid by the original contractor. If the..... Engineer elects to give the completion of the work to another contractor, the original contractor shall pay expenses which may be incurred in excess of the sum which would have been paid to him if the whole work had been carried out by him, and a certificate in writing of the..... Engineer or of the .....shall be final & conclusive as against the contractor as to the amount of any such expenses. (ii) If the .....Engineer does not desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract; and shall not be entitled to recover or be paid or be given credit for any sum for any work therefore actually performed by him under this contract, unless and until the .....Engineer or .....acting under his order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

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

contractor remains liable  
powers  
to pay compensation if  
any tools on action not taken under  
and belonging to the clause-3  
used for  
contract rate, or  
certified by  
Power to take position

Clause 4— If the..... Engineer exercise any of the  
given to him by clause 3 he may, if he so desires take possession of all or  
plant materials and stores in or upon the work or the side thereof  
contractor or procured by him and intended to be  
the execution of the work  
or any part thereof, and pay or allow the contractor for the same at the  
in the case of these not being applicable, at current market rates to be  
the..... Engineer, whose certificate thereof shall be  
final, and if the

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

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

Final certificates Clause 6— On completion of the work the contractor shall send a  
registered notice to the.....(Thereinafter called engineer-in-  
Charge)giving the date of completion and shall also send a copy of such  
notice to the Engineer, and shall request the Engineer-in-Charge to give a  
certificate of completion. No such certificate will be given nor shall the  
work be considered to be complete until the contractor has removed from  
the premises on which the work has been executed all scaffolding,  
surplus materials and rubbish, and cleaned all wood-work, door,  
windows walls floor or other part of any building in, upon or about  
which the work has been executed or of 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 work  
Engineer-in-Charge may do so, and may sell such scaffoldings and  
materials as have not been removed by the contractor and contractor  
shall forthwith pay all expenses so incurred and shall have no claim in  
respect of any such scaffolding, surplus materials as aforesaid except for  
any sum actually realized by the sale thereof. On completion the work  
shall be measured by the Engineer-in-Charge, whose measurements shall  
be binding and conclusive against the contractor.

Payment on Clause 7— In the case of work estimated to cost more than  
rupees one  
Intermediate certificate to be regarded as thousand, the contractor shall, on submitting the bill  
thereof  
to be regarded as advances be entitled to receive a advances monthly payment proportionate to the  
part thereof then approved for such purpose by the Engineer-in-Charge,  
whose certificate of approval and passing of the sum so payable shall be  
final and conclusive against the contractor. But any such payments will

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

Inability to complete the work

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

Lump sum estimates

Clause 9— When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the part of the work in question is not in the opinion of the Engineer-in-Charge, capable of measurements in which case the Engineer-in-Charge, may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.

Bill to be submitted monthly

Clause 10— Every month on or before a date to be fixed by the Engineer-in-Charge the contractor shall if so required, submit a bill for all works executed by him during the previous month and the Engineer in-Charge shall take or cause to be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible. if the contractor does not submit his bill within the time so fixed, the Engineer-in-Charge may after giving the contractor days notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-Charge to draw up a bill based on such measurements and any bill drawn up shall be binding on the contractor. If the contractor fails to attend when such measurements are taken, such measurements shall be binding on him, and if he attends but refuses to sign the list of measurements, the matter shall be referred to the immediate superior of the Engineer-in-Charge whose decision shall be binding on the contractor.

Bill to be printed

Clause 11— The contractor shall submit all bills on the printed form

forms	which will be supplied to him at the office of the Engineer-in- Charge and all items in such bills shall be charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these condition; and not mentioned or provided for in the tender, at the rates here-in after provided for such work.
Stores supplied by Government	Clause 12— If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-Charge s store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable and for the convenience of the contractor specified in the Schedule hereto annexed but not so as in any way to control the meaning or effect of this contract), the contractor shall be supplied with such materials and stores as may from time to time be required by him for the purposes of the contract but only for such purposes and he shall pay for the same at the rates specified in the said Schedule or if no rates are so specified at cost price as defined in clause 13 thereof. All materials so supplied to the contractor will become the property of the contractor, but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Engineer, except with the written permission of the Engineer, and shall at all times be open to inspection by the Engineer-in-Charge. The Engineer shall, however, have the option to take over any such arterials, 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.
Stores imported from Europe to be obtained From Government	Clause 13— All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the firms which the Director of Industries has made arrangements and if for the supply of any article no such arrangements have been made, any such articles supplied by the contractor shall conform to such specification and/or tests, if any, as may be prescribed by the Director of Industries in consultation with the consuming department.
Work to be executed in	Clause 14— The contractor shall obtain from the stores of the Engineer-in Charge, all such imported stores or materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contract and if they are not entered in the Schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Engineer may issue materials to a contractor from existing stock if he ask for any excess of these entered in the schedules. In such cases the price charges will be stock rate or the market rate which ever is greater. Clause 15— The contractor shall execute the whole and every part of

<p>Accordance with specification, drawing order etc.</p>	<p>the work in the most substantial and workmanlike manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and the contractor shall be entitled to inspect the same during office hours and may at his own expense have copies of the specifications, and of all such designs, drawings and instructions as aforesaid made for his own use.</p>
<p>Alteration specification and designs</p>	<p>Clause 16— The Engineer-in-Charge shall have power to make such alteration or additions to, the original specifications, drawing, design and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which, may be given to him in writing signed by the Engineer-in-Charge, and such alternations shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as per specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to</p>
<p>Do not invalidate Contract</p>	<p>such proportions. If the additional work includes any item for which no rate is specified hereunder, then the contractor shall carry out the work at the rate entered in the Schedule of Rates of the District but if the Schedule does not</p>
<p>Extension in time in</p>	<p>contain any rate for such work, then the contractor shall not begin such work</p>
<p>Consequence of alterations</p>	<p>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</p>
<p>Rates for additional</p>	<p>weeks from the date when the contractor received the order, the Engineer-in-</p>
<p>Works not in estimate</p>	<p>Charge may by a notice in writing cancel the order for such work and carry it</p>
<p>Or schedule of rate of district</p>	<p>out in such manner as he may think best. In the event of a dispute, the decision of the Engineer shall be final and binding on the contractor.</p>
<p>No compensation or Alteration in or restriction</p>	<p>Clause 17— The Engineer acting on the written orders of his immediate superior, may at any time by notice in writing to the contractor either stop the</p>
<p>Of week to be carried out.</p>	<p>work altogether or reduce or cut it down. If the work is stopped altogether, the contractor will only be paid for work one 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 Engineer, whose decision shall be final and binding on the contractor. If the work is cut down, the contractor will be paid for the work as so cut down but in neither case will he be paid any compensation whatsoever for the loss or profit which he might have</p>

made if he had been allowed to complete all the work included in the tender.

Action and  
compensation payable  
  
case of hand work

Clause 18— If the Engineer-in-Charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior

to those for case of handwork which the specification provides or that 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 to remedy such defects or to replace such materials or articles within a specified period of time. If the contractor fails to comply, in all respects with the requirements of any such notice within ten days after the expiration of the period specified in that notice, the Engineer-in-charge may himself remedy such defects, or as the case may be, replace such materials or articles, and contractor shall pay all expenses incurred by the Engineer in- charge in so doing and the certificate in writing of the Engineer-in charge as to the amount of any such expense shall be final and binding upon the contractor.

Works to be open to  
inspection

Clause 19— All works under or in course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as order given to the contractor himself.

Clause 19-A—No laborer below the age of 18 years shall be employed on the work.

Clause 19-B— The contractor shall pay to his laborers a fair wages.

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

Clause 19-D— The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum Wages Act or any enactment in super session, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have effect in the State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor with the compliance or such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender. In every case in which by virtue of

the provisions of the labour laws in force in the State of Uttar Pradesh and the rules and regulations made there under, the Government is obliged to pay any sum in the execution of the work, Government will recover from the contractor the amount so paid; and without prejudice to the other rights of the Government, the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

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

Clause 19-F—The contractor will request the Employment Exchange to provide him labour on wages to be maintained by him which shall not be less

than fair wages for the locality of the work fixed by the Engineer consultation with the District Magistrate concerned. He will also specify the period of the supply of labour, which shall not be less than a week from the date of contractor's request for labour of the Employment Exchange. If the Employment Exchange fails to supply labour within the specified period the contractor will have the option to engage labour from other sources.

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

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

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

Clause 22— Except where otherwise specified in the contract the decision of the Engineer for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meeting of the specifications, designs, drawings and instructions herein-before mentioned. The decision of such Engineer as to the quality of workmanship or materials used on the work, or as to any other question,

claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, estimates, instructions, order of these conditions, or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor, shall also be final, conclusive and binding on the contractor.

Decision of Engineer to

Clause 23— If the contractor or his work people or servants shall break, be float, contractor deface, injure or destroy any part of a building in which they may be working, liable for damages or any building, road, fence, enclosure or grass land or ground contiguous to the done and for imperfections premises on which the work or any part of it is being executed, or if any damage

for three months

shall happen to the work while in progress from any cause due to negligence of

for certificate

responsibility (the decision of the Engineer shall be final), the contractor shall at his own expense make good such damage, or In default, the Engineer-in-Charge may cause the same to be made good and the contractor, shall pay any expenses so incurred and the certificate of the Engineer-in-Charge as to the amount of such expenses shall be final and binding on the contractor.

Contractor to supply

Clause 24 — The contractor shall supply at his own cost all materials

Plaat scaffolding ladder etc.

(except such special materials, if any, as may in accordance with the contractor be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the

specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, and shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workmen with the means and materials necessary for the purpose of setting out works, and for counting weighing and assisting in the measurement or examination of the work, or materials at any time. If the contractor fails to do so, the same may be provided by the Engineer-in-Charge and the contractor shall pay the cost of the same as certified by the Engineer-in-Charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any

And liable for damages

person for injury sustained owing to neglect of the above precautions, and

Arising from non-

shall also pay any damages and costs which may be awarded in any such

Provision of light, fencing etc.	suit action or proceeding to any such persons, or which may with the consent of the contractor be paid to compromise any claim by any such person.
Female labour not to be employed	Clause 25— The contractor shall not employ female labour in the execution of the work or any part thereof within the limits of cantonment.
Work not to sublet  other  in any	Clause 26— The contractor shall not assign or sub-let the contract without the written approval of the Engineer and if the contractor does or attempts so to or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors, or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or wise to any public officer or person in the employ of Government way relating to his office or employments, or if any such officer or shall become in obtained the permission in writing of the Government, the.
Contractor may be re- scinded and security de- posit forfeited for aublelting, or if contractor becomes in- solvent	Contractor may any way directly or indirectly interested in the contract without having first thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.
Sum Payable by way of Compensation to be consi- dered as reasonable  compensation without sustained. reference to actual loss. Changes in constitution of firm	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 or damage of loss  Clause 28— In the case of a tender by partners, the contractor shall state the name of the members of the firm and shall notify to the Engineer-in-Charge any change in the constitution of the firm as soon as such change occurs.
Action where no	Clause 29— In the case of any class of work for which there in no specification such specification as is mentioned in rule I, such work shall be carried out in accordance with the district specification, and if there is no district specification, the work shall be carried out in all 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 an interpretation, the expression ‘works’ or ‘work’ mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted or additional.
Tractor percentage	Clause 31— The additions and deductions on account of the <del>whether</del> applied to net percentage referred to in the accepted tender will be calculated on the <del>unt</del> gross amount of bills gross, and not the net amounts of the bills for the work done.
(Strikeout this clause in The case of an item rate	Clause 32— (1) In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen’s Compensation Act, 1932, <del>contract</del> ) Government is obliged to pay compensation to a workman employed by the contractor or by any subcontractor from him in the execution of the work government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, subsection (2) of the said act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise. (2) Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs which government might become liable in consequence of contesting the claim. Clause 33— notwithstanding anything stipulated in the aforesaid clauses, Government shall have power to retain any sum due to the contractor(s) and set off all claims against him (them) whether arising out of the particular contract or out of any other transaction or contract held him (them) alone or in partnership with others. Clause 34— All disputes in respect of this contract arising between contractor and the department shall be referred to next higher department authority to the officer entering into the contract. Either side may go in for the arbitration under relevant Arbitration Act in case of disagreement with the decision of the next higher Department authority as enumerated in clause 42 and 43 of General conditions of contract. Clause 35— The tendered rate of each item of work shall be complete in itself and independent of other items and no loss or profit will be claimed in the event of exclusion of any item, each item of work shall be executed independently. Any item can vary to any extent. The contractor shall not be entitled to any claim or compensation on this account. Clause 36— Contractor shall himself make proper living accommodation water and sanitary arrangements etc. For labour which should ordinarily be arranged through employment exchange and shall give preference to ex-service men. He will have to remove undesirable labour if ordered by the department. Clause 37— No extra payment shall be made to the contractor for a king profiles and ‘NAMUNAS’ in connection with the execution of work.

Clause 38— In case of Violation of condition of contract by the contractor the contract can be rescinded by the officer entering into the contract without entitling the contractor to any claim whatsoever.

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

CLAUSE 40:— The contractor supply every labour employed by him with Wages Card in which the rates of wages, the attendance of the labour and payment will be entered.

CLAUSE 41:— During the course of construction if any emergency for putting forward any claim arises the contractor shall send a registered notice to the Engineer-in-Charge within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claim till completion of work, he will be entitled to no compensation.

CLAUSE 42:— The contractor shall not influence or divert labour borne on the Muster Roll of any contractor by paying higher wages or providing extra facilities without the permission of the Engineer and if he does so contrary to the above, he will be responsible for the loss or damage caused or claimed by the other and the decision of the .....Engineer as of the amount of damage shall be final and binding on both parties.

CLUSE 43:- The agreement is subject to the standard specification. he clearance of site shall be done by the contractor at his own expenses.

CLUSE 44:- The sum of money due and payable to the contractor including security deposits returnable to him under this contract may be appropriated by the Government or any other persons contracting through the secretary and set off against any claims of the purchaser or Govt. or such other persons for the payment of a sum of money arising out of or under any other ovt. Or such other person or persons.

CLUSE 45:- 2.% Income-Tax on all payment or on the gross value of work done (including cost of materials) or at rate in force as per rules at the time of payment shall be deducted at source of the payment in terms of Income-Tax Act.

## **TRADE TAX**

As per Applicable

**PUBLIC WORKS DEPARTMENT UTTAR PRADESH**

.....**Division**.....**Sub Division**

**ITEM OF PARCENTAGE RATE TENDER OF CONTRACTS**

Name of work .....

.....

Name of contractor .....

.....

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

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of, and signed by the Superintending Engineer/D.D.A WALMI.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenders and the percentages, if any, to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specification, Schedule of quantities of various item of works and a form of the printed conditions of contract together with the form of tender to be used signed for the proposes of identification by the Sub-Divisional Officer/D.D.A WALMI and approved by the authority competent to make the contract shall be available for the public inspection at the office of the Sub-Divisional officer/ D.D.A WALMI during the office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member there of 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 receipts for the firm.

4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer of the form not applicable to the case. Tenderers who 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 any the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
5. (i) The Superintending/ D.D.A WALMI or his duly authorized assistant with open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in suitable form. In the event of tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor, who shall thereupon for the propose of identification, sign copies of the specification and other documents mentioned in rule I. In the event of the tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.  
(ii) When tender are received by the Sub-Divisional officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for orders. The earnest money if in currency notes shall be credited in the cash book and paid into the Treasury, a receipt in Account form No. 3 being given to the party tendering. If earnest money is preferred in any of the securities specified in rule9 it shall be entered in the register of securities. Account forms 85 and 86 Earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected after the usual receipt being taken.
6. The accepting authority shall have the right of rejecting all of any of the tenders.
7. The receipt of an accountant or a clerk for the earnest foe the money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/ D.D.A WALMI and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer/ D.D.A WALMI .

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

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

(a) When the amount of the tender does not exceed	Rs.2000	50.00
(b) When exceeding Rs. 2000 and not exceeding	Rs. 5000	100.00
(c) When exceeding Rs. 5000 and not exceeding	Rs. 10000	200.00
(d) For each additional Rs. 5000 or portion of a further sum of	Rs. 5000	100.00

Such earnest money shall be deposited by the contractor in Government treasury or sub treasury as laid down in paragraphs 340(b) (1), 344 and 345 (b) of the financial Hand book volume V. Part I, Account Rules and the receipted treasury challan attached to the tender.

**Note:-** The officers calling for tender may, in special where it would be inconvenient for tenders to deposit money into Government treasury, relax the rule and permit contractors to deposit money with him in cash or currency notes up to a limit of Rs. 100 instead of into a treasury. Such deposit should be treated as "Public work Department deposit".

