

IRRIGATION DEPARTMENT UTTAR PRADESH CHIEF ENGINEER (SONE)



TENDER DOCUMENT

FOR

Restoration of Pond and Construction and Dismantling of 03
Nos Temporary Jetty(10x5)M at Mela Area for Durga Murti Visarjan 2019

LOT No:- 01

Agreement No:- /EE/2019-20 *Dated:-* / / 2019

Name of Contractor :-

Address :-

Date of Start :-

Due Date Complition :-

Agreemented Cost :-

Earnest Money :-

**IRRIGATION WORKS CIRCLE, PRAYAGRAJ
FLOOD WORKS DIVISION, PRAYAGRAJ**

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Agreement No.....Date.....

Name of work

Name of contractor :

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Signature of Contractor

Executive Engineer

CERTIFICATE OF ENGINEER-IN-CHARGE OF WORK

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

ENGINEER-IN-CHARGE OF WORK

CERTIFICATE OF DIVISIONAL ACCOUNTANT

The contract documents of this agreement No. containing pages from 1 tohave been examined by me in respect of financial aspects and hereby certify that there is no financial irregularity.

Divisional Accountant

GUIDE LINES FOR FILLING THE TENDER

1. Tenderers are advised to make careful examination of the conditions of contract, drawings, schedules and specifications and acquaint themselves with the nature and location of the work, configuration of ground and spring levels, subsurface conditions, materials required and leads and lifts involved, pumping provision required and general and local conditions which may in any way affect the work.
2. Tendered rates shall be written both in words and figures either in English or Hindi. In case of any discrepancy between the unit rates in words and figures, the lowest of the two will be taken as tendered rate. Erasers, over writing and cuttings should be attested by the tenderers before submitting the tenders. Ambiguous rates will not be considered.
3. Every tenderer shall furnish list of relations serving in the Irrigation Department, details of the previous experience in performing similar work, construction machinery and equipment in the possession of the tenderer which shall be available for use in performance of the works.
4. The tenderer will submit his tender with all the papers of tender documents such as tender notice, I.D. form No. 111 and 112, conditions of contract, Schedule 'A' to Schedule 'E' general and technical specifications and drawings if any, all duly filled in wherever necessary and signed at every page.
5. The tenderer shall give full and complete address for future correspondence and any letters sent to such address even if returned undelivered due to address being wrong or due to the address being absent or due to any other reason, shall be considered as having been legally served on the tenderer.
6. In taking decision on the tender, due consideration shall be given to the tenderer's previous experience in having handled works of similar nature and magnitude and the equipment and machinery available with the tenderer for the execution of the work.
7. Incomplete or conditional tenders are liable to be rejected.
8. The tenderer whose tender is accepted shall be required to deposit with the Executive Engineer/Engineer-in-charge, within 7 days of acceptance of tender or before signing the agreement whichever is earlier, full amount of security of the tender cost as security inclusive of earnest money and sign on the contract document within 10 days after being required to do so, failing which the earnest money deposited by him with the tender may be forfeited and acceptance of the tender be withdrawn.

9. The tenderer shall see that he has furnished the following documents:-

1. Tender set duly signed by the Contractor.
2. Rs. 100/- stamp paper with revenue ticket duly signed.
3. Earnest money for Rs...../- in shape of Bank/P.O.
.....pledged with Executive Engineer, Flood Work Division, PRAYAGRAJ.
4. Experience certificate and Registration certificate.
5. Progress of work schedule to complete the work within stipulated time.

Signature of Contractor

CONTRACT BOND

THIS AGREEMENT made this.....day of.....year..... between the Governor of Uttar Pradesh (hereinafter called the Government) represented by the.....on the one part and Shri/M/s.....(hereinafter called the contractor) on the other part.

WHEREAS the Governor of Uttar Pradesh is undertaking the..... in Flood Works At Flood Work Division, PRAYAGRAJ (hereinafter called the work).

And WHEREAS the contractor has agreed to undertake the construction and execution of the said works as per conditions of contract, technical provision and drawings hereafter, NOW THEREFORE, it is agreed between the parties as follows:-

ARTICLE-I **SCOPE OF WORKS:**

The contractor shall perform faithfully everything required to be performed and shall furnish all the labour, materials, tools and equipment required to perform and complete in a workman like manner all the work covered by the contract documents in strict accordance with the drawings and conditions of contract, technical provisions including annexure and list of corrections and amendments to drawings and conditions of contract and technical provisions, which are part of this contract and in strict compliance with the contract documents, shall do everything required by this contract and the other documents constructing a part thereof.

ARTICLE-II **PAYMENTS:**

The Government will have sufficient funds in Indian currency for the execution of the works and will pay the contractor in Indian currency for the satisfactory performance of this contract and in accordance with the provisions embodied in the documents made a part of this contract.

ARTICLE-III **TIME OF COMPLETION:**

The work to be performed under this contract shall be commenced by the contractor withindays of the date of receipt of notice to start the works and shall be diligently executed and completed ready for handing over to the Engineer-in-charge before due date of completion.

ARTICLE-IV COMPONENT PARTS OF THE CONTRACT

This contract consists of the following 5 component parts all of which are as fully a part of this contract as if here in setout verbatim or if not attached as if here to be attached.

- Part-I (i) Contractors warranty.
 (ii) Schedule of quantities and bids.
- Part-II Conditions of Contract.
- Part-III Technical provisions & speifications.
- Part-IV Drawings
- Part-V Additional papers as per Index.

Witness:

Signed by Contractor

- 1.
- 2.

Witness:

Signed by

- 1.Signed byFor & On behalf of the Governor of Uttar Pradesh.
- 2.

अनुबन्ध

किसके द्वारा टेण्डर आमंत्रित किया गया.....
किस कार्य के लिए.....
.....टेण्डर नोटिस संख्या एवं दिनांक.....
.....टेण्डरदाता का नाम.....
.....

उत्तर प्रदेश के राज्यपाल महोदय द्वारा टेण्डरदाता को उसके टेण्डर पर विचार करने के सम्बन्ध में पात्र व्यक्ति मान लिए जाने के फलस्वरूप टेण्डरदाता एतद् द्वारा इन शर्तों पर अपनी सहमति देता है कि वह उपरोक्त टेण्डर आमंत्रित किये जाने के प्रत्युत्तर में भेजा गया अपना प्रस्ताव टेण्डर खोले जाने के दिनांक से 3 माह के भीतर वापस नहीं लेगा।

साथ ही इस शर्त पर भी अपनी सहमति देता है कि यदि टेण्डर प्रस्तुत करने के बाद टेण्डरदाता उक्त अवधि के भीतर अपना प्रस्ताव वापस ले लेता है तो उसके द्वारा जमा की गई बयाने की धनराशि उत्तर प्रदेश शासन द्वारा विवेकानुसार जब्त की जा सकती है।

टेण्डरदाता एतद् द्वारा इस बात के लिए सहमत है कि यदि अपना टेण्डर प्रस्तुत करने के बाद वह टेण्डर में कोई संशोधन, परिवर्तन अथवा अंक शोधन करे, जो विभाग को स्वीकार न हो, पूर्वाञ्छित शर्तों के प्रयोजनार्थ यह समझा जायेगा कि टेण्डरदाता ने अपना प्रस्ताव वापस ले लिया है।

आज दिनांक.....को हस्ताक्षर किया गया।

हस्ताक्षर साक्षी-पूर्ण पता

हस्ताक्षर टेण्डरदाता

1. पता

2.

अधिशाली अभियन्ता

PUBLIC WORKS DEPARTMENT UTTAR PRADESH

.....Division.....Sub- Division

ITEM OF PERCENTAGE RATE TENDER

OF CONTRACTS

Name of work

.....

Name of contractor

.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE

OF CONTRACTORS

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount fo earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specification, 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 Superintending/Executive Engineer and approved by the authority competent to make the contract shall be available for the public inspection at the office of the Superintending/ Executive Engineer during the office hours.

2. In the event of he tender being submitted by a firm it must be signed separated by each member thereof, or in the even 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 payment made on account of work when executed by a firm must also be signed by the

several partners, except where the contractors are describe in their tender as a firm 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 on page 3 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 short, or are not filled up in English or not accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
5. (i) The authorised committee will open tender in the presence of any intending contractors who may be present at the time and will enter the amounts 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 purpose of identification, sign copies of the specification and other documents mentioned in Rule I. 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 Superintending Engineer he will upon and deal with them in the manner specified above, and will submit them to the Chief 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 in Rule 9 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 or any of the tenders.
7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer.
8. The memorandum of work tendered for shall be filled in and completed in the Office of the Executive Engineer 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. 2,000 50.00
 - (b) When exceeding Rs. 2,000 and not exceeding Rs. 5,000 100.00
 - (c) When exceeding Rs. 5,000 and not exceeding Rs.10,000 200.00

(d) For each additional Rs. 5,000 or portion of a

further sum of

Rs. 5,000

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 Officer calling for tender may, in special cases where it would be inconvenient for tenderers to deposit money into Government treasury, relax the rule and permit contractors to deposit earnest money with him in cash or currency notes upto a limit of Rs. 100 instead of into a treasury. Such deposit should be treated as "Public Work Department Deposit".

TENDER FOR WORKS

"I" OR "We"

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

MEMORANDUM

- | | |
|--|--|
| <p>(a) If several sub-work are included they should be detailed in a separate list.</p> <p>(b) Vide rule 9 on Page 2</p> | <p>(a) General description</p> <p>(b) Estimated cost Rs.</p> <p>(c) Earnest Money Rs.</p> <p>(d) Time allowed for the work from date of written order to commence..... months.</p> |
|--|--|

<p>(c) Strike out the alter-native and attach signature to it</p>	Item No.	Item of work	Approximate number of quantity	Unit	Per	Rate (e) TENDERED (e) SANCTIONED	
						(f) in figure	(f) in words
						Rs	Rs.
<p>N.B.(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the column should be filled by the Superintending /Executive Engineer.</p> <p>2. In the case of works when contractors are required to quote their own rates for the different items of works the column (f) should be left blank for the tenderers to fill in.</p>	<p>As per bill of quantity attached</p>						

I or we tender atpercent above/below the rates entered above.

or

I or we tender at the above rates.

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

The sum of Rs. is herewith forwarded in currency notes as earnest money the full value of which shall be retained by the Government on account of the security deposit specified in Clause I of the said conditions of contracts.

Dated the day of

..... 19

.....

Witness

Address

Occupation

Signature of witness

to contractor's Signature

Signature of contractor's

before submission of tender

Here enter

..... "Recommended"

..... or "not - recommend"

Date Superintending Engineer..... Circle Signature

.....

.....

Date Executive EngineerSub Division Signature

.....

.....

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

Executive Engineer

Date theday of

FLOOD WORK DIVISION, PRAAYAGRAJ

Restoration of Pond and Construction and Dismantling of 03 Nos Temporary Jetty (10x5)M at Mela Area for Durga Murti Visarjan 2019

S.N.	ITEM	UNIT	RATE	
			IN FIG.	INWORD
1	Dewatering of Pond for Laying LDPE film as per site requirement and site condition.	Hrs		
2	Earthwork in removal of slush after dewatering of Pond as per requirement and as per direction of Engineer-in-charge all complete.	Cum.		
3	Earth work in strengthening of bank of pond mixed with all type of soil including all lead & lift etc complete	Cum.		
4	Providing & laying LDEP 200 micron film as per site requirement	Sqm.		
5	Supplying ,stacking& spreading of local Ganga sand on approaches and platforms as per site requirement and as per direction of engineer-in-charge.	Cum.		
6	Levelling & Dressing of banks for visitors as per requirement and as per direction of Engineer-in-charge.	Hrs		
7	Earth work in slope cutting and for making stairs for approach to jetty with its disposal as per direction of Engineer-in-charge in all types of soil including all leads and lifts, labour and T&P etc.	M ³		
8	Making Balli Khuntas on 125mm (5") f ballies for piling with all labour and T&P etc. required for proper completion of work as per direction of Engineer-in-charge but excluding cost of ballies.	Nos.		
9	Balli piling with 125mm (5") f ballies in grid as per drawing including cost of all material, labour, T&P etc. required for proper completion of works all complete as per direction of Engineer-in-charge but excluding cost of ballies.	R.M.		
10	Bracing on driven piles with 100mm (4") dia, ballies along and across in rectangular grid with 6" long Mallahi nails of good quality and fixing wooden planks of size 2.00 M. x 0.25 M. size, 5 cm. thick over bracing to make platform for Jetty using 4" long good quality Mallahi nails including cost of all material, labour and T&P etc. required for proper completion of work all complete as per direction of Engineer-in-charge but excluding cost of ballies and planks.	M ²		
11	Barricading with 100mm-120mm dia balli in two rows including cost of all materials and tying arrangement with all labour T&P. etc. required for proper completion of work as per direction of Engg-in- charge but excluding cost of ballies.	R.M.		

12	Supplying and filling plastic E.C. bags with local Ganga sand and stacking, placing in position for making stair ,laying over LDEP film etc and at other places with all leads lifts including cost of materials, labour and T&P etc. as per direction of Engineer-in-charge.	Nos.		
13	Providing Beldar for watching of jetty and supervision of constructed J.T. during Durga Murti Viserjan.	Manday		
14	Providing Carpenter for watching and Supervision of J.T. during the Durga Murti Visarjan.	Manday		
15	Providing boatman with boat for balli piling etc. and removal of residue from pond during Durga Murti Visarjan.	Boatday		
16	Carriage of Stock material from Beni Bundh store to working place and back to store after dismantling.	Job		
17	Making arrangement for removal of residue from the pond after Durga murti visarjan.	Manday		
18	Debaricading of ballies 100mm- 120mm in two rows and stacking including all labour T&P etc. as per direciton of Engineer-in-charge.	R.M.		
19	Deplanking and Debracing in dismantling of jetty and stacking for proper completion of work as per direction of Engineer-in-charge.	M ²		
20	Depiling of ballies in dismantling of jetty and stacking for proper completion of work as per direction of Engineer-in-charge.	R.M.		

1. Total Quantity in schedule “A” are approximate and may vary. The contractor shall not be entitled any claim due to change of quantities of various item of work.
2. If the quantities of work items to be executed vary on account of change in design, drawing or any other reason, a cost comparative statement shall be prepared for finally executed quantities based on the rate of various tenders received. The amount of final payment to the contractor shall not exceed the amount of first lowest. Thus calculated from the contractor.

Signature of Contractor

Executive Engineer

DECLARATION

I/We
contractor hereby declare that no work shall be taken in hand by me/us of my/our authorised representative unless a proper agreement is drawn in my/our names by the Executive Engineer Flood Work Division, PRAYAGRAJ. In case of default on my /our part I/We fully understand that my/our security deposit shall be forfeited to the Government and I/We shall have no ground to represent for the same.

Signature of Executive Engineer

Contractor's Signature with
full address

Further I/Wehereby declare that no office bearer is/are related to me/us in -

- (a) Govt. of Uttar Pradesh
- (b) Irrigation Department, Uttar Pradesh.

If so, his name, designation, address and relationship is given below :

- (1)
- (2)
- (3)
- (4)
- (5)

Signature of Exective Engineer

Contractor's Signature with full address

विशेष शर्तें

कार्य का नाम :

- 1.00 इस अनुबन्ध में जहाँ कहीं निम्नलिखित शब्दों का प्रयोग हो, इनका अर्थ निम्नलिखित है।
- 1.01 अधीक्षण अभियन्ता का अर्थ है अधीक्षण अभियन्ता, सिंचाई कार्य मण्डल, प्रयागराज ।
- 1.02 अधिशासी अभियन्ता का अर्थ है अधिशासी अभियन्ता, बाढ़ कार्य खण्ड, प्रयागराज ।
- 1.03 इंजीनियर इंचार्ज का अर्थ है कार्य से सम्बन्धित सहायक अभियन्ता/अवर अभियन्ता ।
- 1.04 ठेकेदार का अर्थ है वह ठेकेदार जिसकी निविदा स्वीकार कर लिया जाय व जिसके साथ यह अनुबन्ध गठित किया जाय।
2. निम्न हस्ताक्षरकर्ता को यह अधिकार होगा कि यदि चाहें तो किसी कार्य को 2 या 2 से अधिक ठेकेदारों में बांट सकता है।
3. यदि कोई निविदा देने वाला जिसकी निविदा स्वीकार कर ली गयी हो आदेश पाने पर निर्धारित समय के अन्दर अनुमानित लागत का 10 प्रतिशत रूपया जमा करके अनुबन्ध पर हस्ताक्षर नहीं करता तो उसके द्वारा जमा की गयी अग्रिम धनराशि जब्त कर ली जायेगी व कार्य किसी अन्य को नियमानुसार दे दिया जायेगा।
4. निविदा देने वाले को चाहिए कि वह अपने अनुभव, कार्य कुशलता व इससे सम्बन्धित प्रमाण पत्रों की सत्य प्रतिलिपि भी निविदा के साथ जमा करें ।
5. निविदा देने वाले अपने हस्ताक्षर के नीचे अपना पूरा नाम व पता साफ-साफ लिखे। उसी पते पर उससे अनुबन्ध सम्बन्धी पत्र व्यवहार किया जायेगा। यह मान लिया जायेगा कि विभाग द्वारा उस पते पर भेजे गये सब पत्र ठेकेदार को मिल गये। उस पते पर भेजे गये पत्रों की प्राप्ति का अचूक प्रबन्ध करने की जिम्मेदारी ठेकेदार पर होगी ।
6. निविदा के साथ नत्थी सभी कागजात पर अंकित स्थानों पर ठेकेदारों को अपने दिनांकित हस्ताक्षर करके निविदा डालना चाहिए ।
7. यह मान लिया जायेगा कि निविदा देने वाले ने सिंचाई विभाग के स्पेसिफिकेशन व निविदा के साथ-साथ नत्थी, शर्तों, धाराओं व नियमों को ध्यान पूर्वक समझ लिया है व उनके अनुसार कार्य करने पर सहमत है। यह मान लिया जायेगा कि उसने कार्य स्थल देख लिया है व उससे सम्बन्धित सब जानकारी प्राप्त कर लिया है। सूचनाएं ध्यानपूर्वक पढ़कर समझ ली ।
8. ठेकेदार कार्यस्थल के आस-पास बने निर्माण कार्य में बाधा न पड़ रही हो, की सुरक्षा का जिम्मेदार होगा। ऐसे कार्यों व पेड़, पौधों

का ठेकेदार या उसके मजदूरों द्वारा क्षति पूर्ति की जिम्मेदारी ठेकेदार पर होगी ।

9. कार्यस्थल पर या मिट्टी की खुदाई में मिले पुराने सिक्के, ऐतिहासिक महत्व की वस्तुएं इत्यादि, सब सरकारी सम्पत्ति होगी। ठेकेदार का अपना कोई क्लेम न होगा।
10. बेन्च मार्क व सर्वे के दूसरे चिन्हों पर सुरक्षित रखने की जिम्मेदारी ठेकेदार की होगी । यदि ठेकेदार या उसके मजदूरों की असावधानी से बेन्च मार्क व चिन्ह अपने स्थल से हट गये या उनमें कोई परिवर्तन हो गया हो तो दुबारा ठीक करने का खर्चा ठेकेदार को सहन करना होगा।
11. निविदा में दी गयी मात्रा अनुमानित है। विभाग की आवश्यकता पड़ने पर उन मात्राओं में कमी-बेसी का अधिकार होगा। ठेकेदार की बढ़ी हुई मात्रा भी अपने अनुबन्ध में दिये गये दर पर ही पूरी करनी होगी और कमी-बेसी के लिए विभाग कोई क्लेम स्वीकार न करेगा।
12. अधिशासी अभियन्ता कार्य के लिए अपना अधिकृत प्रतिनिधि नियुक्त करेंगे जो कार्य से सम्बन्धित अभियन्ता होगा और ठेकेदार को सम्बन्धित अभियन्ता द्वारा दिये गये कार्य सम्बन्धी सभी आदेश मान्य होंगे।
13. निविदा स्वीकृत होने की सूचना पाने के 7 दिन के भीतर, ठेकेदार को अपने अधिकृत प्रतिनिधियों के नाम, सम्बन्धित अभियन्ता को सूचित करने होंगे। यह प्रतिनिधि हर समय कार्यस्थल पर उपस्थित रहेंगे और कार्य सम्बन्धी हर आदेश का पालन करेंगे। उनको दिये गये ऐसे सब आदेशों के पालन की जिम्मेदारी ठेकेदार पर होगी। यह मान लिया जायेगा कि कार्य सम्बन्धी सब आदेशों जो प्रतिनिधियों को समय-समय पर दिया जायेगा, नियमानुसार ठेकेदार को दिये गये।
14. अनुबन्ध होने के उपरान्त ठेकेदारों को विस्तारपूर्वक कार्य प्रोग्राम (पाक्षिक) प्रेषित करना होगा, जिसके अनुसार कार्य प्रगति व भुगतान सम्भव हो सकेंगे।
15. यदि ठेकेदार मजदूरों को कार्यस्थल पर ही रखता है तो उसे अपने खर्चे पर मजदूरों के रहने, पीने के पानी, शौच, सफाई इत्यादि का उचित प्रबन्ध करना होगा और विभाग पर इस सम्बन्ध में क्लेम मान्य न होगा।
16. यदि सम्बन्धित अभियन्ता कार्य स्थल पर किसी भी व्यक्ति का रहना उचित नहीं समझते हों, उसका आदेश पाने पर उसे तुरन्त कार्य स्थल से हटा देगा।
17. ठेकेदार कार्य करते समय कार्य में लगे मजदूरों को हर प्रकार दुर्घटना के बचाने का यथासम्भव प्रयत्न रखेगा एवं केन्द्रीय व राज्य सरकार द्वारा समय-समय पर जारी किये गये सुरक्षा सम्बन्धी

सलाहों, नियमों का कड़ाई से पालन करेगा। इस पर भी यदि कार्य करते समय कार्यस्थल पर कोई दुर्घटना हो जाती है तो उसका नियमानुसार मुआवजा इत्यादि देने का उत्तरदायित्व ठेकेदार पर होगा। इस सम्बन्ध में विभाग कोई क्लेम स्वीकार न करेगा।

18. विभाग को यह अधिकार होगा कि ठेकेदार को दिये गये कार्यस्थल के आसपास अन्य कार्य, विभागीय माध्यम या अन्य ठेकेदारों द्वारा करायें। ऐसा करने पर ठेकेदार सहयोग रखेगा और कोई ऐसा कार्य न करेगा कि जिसमें विभाग या दूसरे ठेकेदार द्वारा किये जा रहे कार्य में बाधा पड़े।
19. यदि किसी ऐसे कारण से जिसका प्राविधान अनुबन्ध में न हो, ठेकेदार को विभाग पर क्लेम करना पड़े तो क्लेम का कारण उत्पन्न होने के 2 घण्टे के अन्दर सम्बन्धित अभियन्ता को लिखित रूप में प्राप्त हो जानी चाहिए। यदि क्लेम का कारण लम्बे अरसे तक बना रहे तो ठेकेदार अपना क्लेम की पूरी तफसील के साथ रोजना सम्बन्धित अभियन्ता का लिखित सूचना देना। निर्धारित समय में क्लेम दर की सूचना न देने पर क्लेम रद्द किया जा सकता है।
20. किसी भी कारण मजदूर के खाली बैठने का क्लेम नहीं माना जायेगा।
21. अनुबन्ध होने से पहले या चालू रहते हुए, ठेकेदार व विभाग के किसी भी अधिकारी से हुई जबानी बातचीत या अनुबन्ध का किसी भी धारा या शर्त पर कोई प्रभाव नहीं पड़ेगा।
22. आवश्यकता पड़ने पर ठेकेदार को रात में भी कार्य करना होगा जिसके लिए अलग से कोई क्लेम मान्य न होगा।
23. कार्य होने पर ठेकेदार कार्यस्थल को बिल्कुल साफ सुथरी हालत में छोड़ेगा जिसके लिए कोई अलग से भुगतान न होगा। ऐसा नहीं करने पर विभाग अन्य माध्यम से यह कार्य करायेगा व उसका व्यय ठेकेदार को सहन करना होगा।
24. इस सम्बन्ध के अन्तर्गत होने वाला कार्य केन्द्रीय व राज्य सरकार द्वारा जारी किये गये कानून के अनुसार व न्यायालय प्रयागराज के अधीन होगा।
25. इस अनुबन्ध से सम्बन्धित सभी विवादों जिनका फैसला आपस में बैठकर ठेकेदार व सहायक अभियन्ता के बीच न होने पाये को निर्णायार्थ अधिशासी अभियन्ता, बाढ़ कार्य खण्ड, प्रयागराज के समक्ष प्रस्तुत होंगे और उनका निर्णय अधिशासी अभियन्ता/सहायक अभियन्ता व ठेकेदार दोनों पर बाध्यकारी होगा।
26. शासकीय नियमानुसार ठेकेदार के बीजक में से निर्धारित आयकर, वाणिज्य कर, रायल्टी एवं श्रमउपकर आदि की धनराशि काटकर ही भुगतान किया जायेगा।

CONDITIONS OF CONTRACT**CLAUSE-1:-**

The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government of Uttar Pradesh (hereinafter called the "Government") either in cash or in securities as provided in paragraphs 614 & 615 of the Financial Handbook, Volume VI, such sum as with the earnest money deposited with the tender amount to rupees..... & where any security so deposited is not payable to bearer, the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without the consent or assistance of the contractor. The contractor shall permit Government at the time of making any payment to him for work done under the contract to deduct 10% (Ten Percent) of all money so payable on account of security deposit until such deduction along with the sum already deposited as earnest money to be a adjusted in the last deduction, will amount to be over all 10% of the face value of contract (As per A-2-3591/10-82, Dt. 22/2/83 Read with C.E. (लेखा अनुभाग)DO No. G-340/ लेखा अनुभाग/C.W. dt. 19.12.88 unless he is/they are exempted from payment of security deposit.

Further
deposit .

(i) In individual cases or has /have deposited the amount of the security at the rates mentioned above in cash or in the form of Government securities of Fixed Deposit receipts or Guarantee bonds of any Scheduled Bank of India. If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew or to furnish fresh guarantee to cover the period or 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 withhold payment and deduct the entire security amount from any money becoming payable to the contract. The amount of the security money shall, if not withheld on account of breach of contract of refunded after six months of the date of the completion of the work or after payment of the final bill whichever is later subject to the condition that in case of building work of the first rainy season comprising of month June, July, August and September is fully covered within the period of six months mentioned above the amount of security money may, if not withheld on account of breach of contract be refunded after the expiry of the first rainy season comprising of the months mentioned above or after the payment of the final bill whichever is later.

Deduction
from payment

Provided that in case the payment of the final bill is not made within six months of the completion of the works 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 authority next higher to the person accepting the contract on behalf of the Government.

Security
deposit

All compensation or other sums of money payable by the contractor to Government under the term of this contract may be deducted from or released by the sale of a sufficient part of his security deposit, or from the interest arising therefore or from any sum which may be due or may become due to the contractor by Government or on any account whatsoever and in the event of his security being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereof made 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 deposit or any part thereof.

Compensation
for delay

EXPLANATION :-

For the purpose of this clause if the work under this contract includes construction, reconstruction or repair of any structure having roof 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 engineer for commencement and completion of such work and shall in the interval between those dates keep the work upto the signed by the contractor and attached to the tender. If the work falls in arrears of 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 in writing shall be final) may decide, on the estimated cost of whole work provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of the work as shown in tender.

Compensation
for delay

CLAUSE 2-(B) :-

To be used instead of 2(A) when the later is from the nature of the work Impracticable.

CLAUSE 2-(C) :-

Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender, such period shall be reckoned from the date on which the order to commence 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 shall pay as compensation an amount equal to one percent or such amount 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 dated and further in order to ensure good progress during the execution of work the contractor shall be bound in all cases in which the allowed for any work exceeds one month, to complete one fourth of the value or quantity (as the Engineer may determine) of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one-half of the value or quantity (as the Engineer may determine) of the work before one half of such time has elapsed and three-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 or such smaller amount as the Engineer (Whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimate cost of the work as shown in the tender.

Action by which
whole security
deposit is
forfeited.

CLAUSE 3-(i) :-

In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (which 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 contractordays notice of rescission signed by the Engineer and may then take the whole of 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 labourers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion 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 or the Sub-Divisional officer as to cost and value shall be final and conclusive against the contractor. Vide G.O. No. 5645 A N/XXII 1-B-550/62 dated nil 1967.

c) He may, after giving the contractorday's notice in writing of his intention to do so, measure up the work done by the contractor, take the work out of his hands and give a contract for its completion to another contractor and may postpone till the completion of the work, assess the compensation to be paid by the original contractor. If the Engineer decided to give the completion of work to another contract, the original contractor shall pay any expenses which any be incurred in excess of the sum which have been paid to him if the whole work had been carried out by him, and a certificate in writing of the Engineer or of the shall be final and conclusive against the original contractor as to the amount of any such expenses.

(ii) If the Engineer does desire to do so the work, the contractor shall not be entitled to compensation for any loss any materials, or entered into any engagements or made any advances on account 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 given credit for any work thereof actually performed by him under this contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

Contractor remains
liable to pay
compensation if
taken under
Clause 3

(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 any compensation for any default which he may have made.

CLAUSE -4 :-

If theEngineer exercises any of the powers given to him by clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the work, or the site thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and may pay or allow the contractor for the same as the contract rates, or in this case 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, the Engineer may be notice in writing to the contractor or his clerk, to the work foreman or other authorized agent require him to remove such tools, plants materials or stores from the premises (Within a time to be specified in such notice), and if the contractor fails to comply with any such requisition the Engineer may remove them at the contractor's expenses and at his risk in all respects by auction or private sale and certificate of the Engineer as to expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor's plants.

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 found on reasonable grounds be shown therefore, authorize such extension of time as may, in his opinion be necessary or proper.

CLAUSE -5(a) :-

The extension of time upto 50% of the stipulated period or 6 months which ever is less shall be considered and accorded by the officer accepting the tender, and the extension beyond this period shall be sanctioned by the next higher authority over the authority accepting tender (If terms modified orders).

Extension of time

CLAUSE -6 :-

On completion of the work contractor shall send a registered notice to the Divisional Officer (hereinafter called Engineer-in-charge) giving the date of completion and shall also send a copy of such notice to the Executive Engineer/ Executive Engineer and shall request the Engineer-in-charge to give him certificate or completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding surplus materials and rubbish and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which 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 do so, and may shall such scaffolding and materials as have not been removed by the contractor and the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by Engineer-in-charge, whose measurement shall binding and conclusive against the contractor.

Final Certificate

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 than approved for such purpose by the Engineer-in-charge whose certificate approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payments will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Executive Engineer of Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge's certificate of the total amount payable for the work shall be final and binding on all parties.

Payment on
intermediate
certificate to be
regarded as
advance.

CLAUSE - 8 :-

If the contractor abandons, or is unable to complete the work, the Engineer-in-charge 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.

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 parties 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 the amount to be paid.

Inability to
complete the work
Lump sums in
estimates.

CLAUSE-10:-

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

Bills to be
submitted monthly.

CLAUSE-11:-

The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all items in such bill shall be charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

CLAUSE-12:-

If the specification or estimate or the work provides for use of any special descriptions of material to be supplied from the Engineer-in-charge's store or 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 charges therefore as hereinafter mentioned being so far as practicable and for 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 purpose of the contract but only for such purpose and he shall pay for the same at rates specified in the said schedule or if no rate is so specified at cost price as defined in clause 13 thereof.

Bills to be on printed form.

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 Executive Engineer except with the written permission of the Executive Engineer, and shall at all times be open to inspection by the Engineer-in-charge. The executive Engineer shall however have the option to take over any such materials. if unused at time of the completion or termination of the contractor at the specified issue rate or current market rate whichever is less.

Store supplied by Government.

CLAUSE-12(A):-

In case where the contractor in himself to supply the material he must obtained the articles required for the construction of the work from the firms with which the Director of industries made arrangement while in the case of material for supply for which no such arrangements has been made by the Director of industries but in respect of which officers have in consultation with consuming departments prescribed specification and/or test the material supplied by the contractor must confirm to such specification and/or test.

Work to be Executed in accordance with Specification drawing orders etc.

CLAUSE-12(B):-

Provided always that the contractor shall not be entitled to any compensation for damages caused of loss sustained by him due to no or late supply of materials of store by the Engineer-in-charge for the reason beyond his control.

CLAUSE-13:-

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

CLAUSE-14:- The contractor shall obtain from the stores of the Engineer-in-charge, all such imported stores or materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connection there with. 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 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

Stores imported from Europe to be obtained from Government.

incurred on obtaining delivery of the same at the stores aforesaid, the Executive Engineer may issue materials to a contractor from existing stock if he asked for any excess of those entered in Schedule. In such cases the price charges will be stock rate or market rate whichever is greater.

CLAUSE-15:-

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The 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 expenses have copies of the specification and of all such designs, drawings and instructions as aforesaid made for his own use.

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

CLAUSE-16:-

The Engineer-in-charge shall have power to make such alteration in or additions to the original specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, the contractor shall carry out the work at the rate entered in the Schedule of rates of the District but if the Schedule does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work, has been settled by mutual agreement between him and the Engineer-in-charge with approval of the officer accepting the contract and if there 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 dispute, the decision of the Executive Engineer shall be final and binding on the contractor.

Alteration in specifications and designs.

Do not invalidate contract.

Extension of time in consequence of alterations

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

CLAUSE-17:-

The Executive Engineer acting on the written orders of his immediate superior, may at any time by notice in writing to the contractor either stop the work all together or reduce or cut it down. If the work is stopped altogether the contractor will only be paid for work done and expenses legitimately incurred by him on or preparation for the execution for the work up to the date on which such notice is received to him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation wherever for the loss or profit which he might have made if he had been allowed to complete all the work included in the tender.

No compensation for alteration in or restriction of work to be carried out.

CLAUSE-18:-

If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides of 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 to remove such defects or to replace such materials or articles within a specified period of time.

Action and compensation payable in case of bad work.

If the contractor fails to comply, in all respect with the requirements to 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 expenses shall be final and binding upon the contractor.

SCHEDULE-18(A):-

Government shall have the right to accept at the reduced rate substandard of 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 if as a result of such acceptance of sub-standard or defective work, audit and technical examination, any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by Government to the contractor.

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

CLAUSE-19:-

At work under or in the course of execution or executed in pursuance of the contract shall at all time 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.

Work to be open to inspection

CLAUSE-19(A):-

No labour below the age of 14 years shall be employed on the work.

Contractor's responsible agent to be present.

CLAUSE-19(B):-

The contractor shall pay to his labourers a fair wages.

CLAUSE-19(C):-

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

CLAUSE-19(D):-

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

In every case in which by virtue to the provisions of the labour laws in force in the state of Uttar Pradesh/Madhya Pradesh and the rules and regulations made there under, the Government is obliged to pay 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 recovers 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.

CLAUSE-19(E):-

The contractor shall engage labor for the work through the nearest Employment Exchange.

CLAUSE-19(F):-

The contractor will request to employment exchange to provide him labour on wages to be mentioned by him which shall not be less than the fair wages for the locality of the work to be fixed by the Executive Engineer in consultation with the district magistrate concerned. He will also specify the period of the supply of labour which shall not be less that a week from the date of contractor's request for labour at the employment exchange. If employment exchange fails to supply labour within the specified period the contractor will have option to engage from other sources.

CLAUSE-19(G):-

The labour employed through employment exchange will be kept apart 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 discharge of labour to the exchange.

Vide G.O. 1318-IBD-50/XXIII-1B-89-B-123W, Dated 26-05-1950

CLAUSE-20:-

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

Notice to be given before work is covered up.

CLAUSE- 21 :-

All work to be executed under the contract shall be executed under the 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 points and in what manner they are to be commenced, and from time to time carried on.

erection 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 meaning of the specifications, designs, drawings and instructions herein before, mentioned. The decisions of such Engineer as to the quality of workmanship or material 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 or drawing, specification estimates, instructions, order or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor shall also be final, conclusive and binding on the contractor.

Decision of Engineer to be final.

CLAUSE- 23 :-

If the contractor, or his work people or servant shall break, deface, injure or destroy any part of building on or in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of Engineer-in-charge shall be final) the contractor shall at his own expense make good such damage, or in default, the Engineer-in-charge may cause the same to be made good and the contractor shall pay any expense so incurred and the certificate of the Engineer-in-charge as to the amount of such expenses shall be final and binding on the contractor.

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

CLAUSE- 24 :-

The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other document forming part of the contract as referred to in these conditions or not, or which may 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 works man with the means and materials necessary for the purpose of setting out of works and for counting, weighing and assisting in the measurement or examination of the work or material 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

Female labour not
be employed.

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

CLAUSE- 25 :-

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

Female labour not
be employed.

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 to do so or becomes insolvent or commences any insolvency proceedings or make attempts to make any composition with his creditors, or if he or any of his servant or agents either directly or indirectly, gives offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employments or if any such officer or person shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the government the Engineer may there upon by notice in writing rescind the contact and the security deposit of the contract or shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract has been rescind under clause hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

work not to be sub-
let contract may be
rescinded and
security deposit
forfeited if
subletting, bribing
or contractor
become insolvent.

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 damages or loss sustained.

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

CLAUSE- 28 :-

In the case of tender by partners, the contractor shall state the name of the members of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Action where no specification is given.

CLAUSE- 29 :-

In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the I.D. specification, and if there in no I.D. specification, the work shall be carried out in all respects in accordance with instructions and requirements of the Engineer-in-charge.

Definition of work.

CLAUSE- 30 :-

In these conditions unless there is something or context repugnant to such an interruption, the expression work or work's mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted or additional.

CLAUSE- 31 :-

The addition and deductions on account of the percentage referred to at relevant page of the accepted tender will be calculated on the gross, and not the net amounts of the bill for the work done.

CLAUSE- 32(1):-

1- In every case in which by virtue of the provisions of section 12 Sub-section (1) of the Workmen's compensation Act, 1932, Government is obliged to pay compensation to workmen employed by the contractor by any sub-contractor the amount of the compensation so paid, and without prejudice to the rights of Government under, section 12 sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

contractors percentage whether apply to net or gross amount of bills (strike out this clause in the case of an item rate contract)

II- Government shall not be bound to contest any claim made against it under section 11, 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 for which Government might become liable in consequence of the contesting the claim.

CLAUSE- 33 :-

Not withstanding anything stipulated in the aforesaid clause, government shall have power to retain any sum due to the contractor(s) and sell of all claims against him (them) whether arising out of the particular contractor out of any other transaction or contract held by him (them) alone or in partnership with others.

CLAUSE- 34(A) (i) :-

If the contract considers any record or ruling of the Engineer-in-charge or his representative in respect of any of the provisions of this contract to be unfair or considers any work demanded by him, to be outside the requirement of the contract, he shall immediately ask upon such record or ruling being made or such work being demanded, in writing for written instructions or decisions on receipt whereof, he shall proceed without any delay, to confirm to the record or ruling or to perform the work demanded and within 15 days after date of receipt of the written instruction or decision, he may file written protest to the Engineer-in-charge stating clearly and in detail the basis of his objection. Except for such protest objections as or made on record in the manner herein specified and within the limit stated, rulings, instructions or decisions of the Engineer-in-charge shall be conclusive and binding on the contractor . Instructions and/or decisions of the Engineer-in-charge contained in letter transmitting drawing to the contractor shall be considered as written instructions, subject to protest or objection as herein provided.

CLAUSE- 34(A) (ii) :-

If the contractor is dissatisfied with the final decision of the Engineer-in-charge on the protest or objection made by the contractor in accordance with the procedure prescribed in clause 34(A) (i) the contractor in accordance may within twenty eight (28) days after receiving notice of such decision, give notice in writing to the Engineer-in-charge requiring that the matter be submitted to arbitration and furnishing detailed particulars of the disputes or difference specifying clearly the point at issue. If the contractor fails to give such notice within the period of 28 days as stipulated above, the decision of the Engineer-in-charge shall be conclusive and binding on the contractor.

CLAUSE- 34(A) (iii) :-

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitrator of or any person nominated by him. It will be no objection to any such appointment that the arbitration so appointed is a Government servant that had to deal with the matters to which the contractor relates and that in the course of his duties as Government servant had expressed views on all or any matter in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason..... shall either enter upon the reference himself or appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it was left by his predecessor. No person other than a person appointed aforesaid should act as arbitrator and if for any reason that is possible, the matter is not to be referred to arbitrator at all.

That the party invoking the arbitrator shall specify the dispute or disputes to be referred to arbitrator together with the amount or amounts claimed in respect of each disputes.

Subject as aforesaid the provisions of the arbitration Act 1940 any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

The arbitration may from time with the consent of the parties enlarge the time for making and publishing the award.

CLAUSE- 34(A) (iv) :-

If work under the contract has not been complied when a dispute is reconstituted during the arbitration proceedings and no payment due to the contractor within the provision of the contract shall be withheld on account of arbitration proceedings unless authorized or required by the arbitrator.

CLAUSE- 34(A) (v) :-

The cost of such arbitration shall be born by the parties or party as decided by the arbitrator.

CLAUSE- 34(B):-

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitration or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in disputes or difference. In the event to the arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason.

CLAUSE- 34 (B) (ii) :-

No person other than a person appointed as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitrator at all.

CLAUSE- 34 (B) (iii) :-

The party invoking the arbitrations, shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of such dispute.

Subject as aforesaid the provisions of the arbitration Act 1940 or any statutory modification or re-enactment there and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

CLAUSE- 35 :-

Quantities are liable to variation on either sides to any extent without entitling the contractor to compensation on this account.

CLAUSE- 36 :-

Contractor shall himself make proper living accommodation, water and sanitary arrangements etc. for labour which ordinary should be arranged through Employment Exchange will give preference to Ex. servicemen. He will have to remove any undesirable labour if ordered by the department.

CLAUSE- 37:-

Claim not referred 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 execution of work as per G.O No. 355-3B/66 XXIII-IB-II dated 22.06.1966.

CLAUSE- 39 :-

During the course of construction if any emergency is forwarded due to any clause or claims of works the contractor shall send a registered notice to the Engineer-in-charge within a fortnight of the origin of the claims. If he fails to do so or if he postpone submission of such claims till the completion of work, he will not be entitled to any compensation.

CLAUSE- 40 :-

The contractor shall not influence or direct labour borne on the muster roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Engineer-in-charge and if he does so contrary to the above, will be responsible for the loss of or damage caused or claimed by other parties and the decision of the Engineer-in-charge as to the amount of such damage shall be final and binding on both parties.

CLAUSE- 41:-

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

CLAUSE- 42 :-

Income tax and surcharge (if any) as per rules shall be deducted from the bill in terms of sub-section(i) of section 194(c) of income tax Act, XVI of 1972.

CLAUSE- 43 :-

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

GENERAL DEFINITION OF TERMS USED IN CONTRACT

1.00 **GENERAL** :

These conditions shall be in addition to the condition contained in I.D. form No.111 attached. If any of these conditions are found to be in conflict or inconsistent with the condition of contract, (I.D. form No. 111) the latter shall prevail.

2.0 **DEFINITIONS** :

For the purpose of this contract special conditions, schedules, technical specifications and annexures there to including list of corrections, and amendments, the following words will have the meaning herein assign to them.

2.01 The 'Governor' shall mean the administrative head of the State of Uttar Pradesh, nominated by the President of India from time to time.

2.02 The 'Chief Engineer' shall mean the ***Chief Engineer (Sone), Varanasi*** .

2.03 The Superintending Engineer shall mean the ***Superintending Engineer, Irrigation Works Circle, PRAYAGRAJ.***

2.04 The Executive Engineer shall mean the ***Executive Engineer, Flood Work Division, PRAYAGRAJ.***

2.05 Engineer-in-charge shall be designated by Executive Engineer at the time of issuing acceptance of tender or while signing contract. After the tender has been accepted by competent authority of the department on behalf of the Governor of Uttar Pradesh, all orders or instructions given by the Engineer-in-charge shall be deemed to have been issued on behalf of the Governor of Uttar Pradesh.

2.06 The word contract shall mean the agreement in I.D. form No. 112 and all its component parts such as technical specifications, drawings etc. including the list of corrections and amendments, if any.

2.07 The 'Contractor shall mean the tenderer, whether firm, registered company partnership or an Individual, whose tender has been accepted by the Government or by officer duly authorised on behalf of Government and shall include such heirs, the legal representatives, successors and assignees of the contractor.

- 2.08 The work 'Specification' shall mean collective all the terms and stipulations contained in the conditions of contract, special conditions, if any technical specification and annexures thereto including the list of corrections/amendments.
- 2.09 The word 'Drawing' shall mean collectively all the accompanying general drawing if any as well as detailed drawing which may be issued by the Engineer-in-charge from time to time .
- 2.10 The word 'works' wherever used in this contract shall be held to comprises not only works of construction but also all accessories there to and all matters and things, pertaining to the work executed or to be carried out under the contract.
- 2.11 Wherever figure are shown after the word 'Elevation or reduced level' or an abbreviation there of shall mean the height in metres above sea-level.
- 2.12 Word herein use in singular number includes the plural and in the plural the singular.
- 2.13 **APPROVED/APPROVAL**
- Means approval in writing.
- 2.14 **CONSTRUCTION PLANT** :
- Means all equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of works or temporary works but does not include materials or other things intended to form or forming part of permanent work.
- 2.15 **GOVERNMENT** :
- Means Government of Uttar Pradesh, Department of Irrigation, Employer or owner.
- 2.16 **I.S.S.** :
- Means a day from mid-night to mid-night.
- 2.18 **MONTH** :
- Means from the beginning of a given date of calender month to the end of proceeding day of the next calender month.
- 2.19 **WEEK** :
- Means Seven consecutive days.

2.20 **RUPEES** :

Means Rupees of Indian Currency.

2.21 **SITE** :

Means the land and other places on, under, in or through which the works are to be executed or carried out and any other land or places provided by the Department for the purpose of the contract together with such other places as

may be specifically designated in the contract or subsequently approved as forming part of site.

2.22 **TEMPORARY WORK** :

Means all temporary works of every kind required for the performance of the contract.

2.23 **INTERPRETATIONS** :

Words importing the singular only also include the plural, he includes she and vice versa this is repugnant to the context. Wherever the term "specification" is used apart from a specified standard specifications, it shall mean the specification or plan prepared for a particular site as instruction to the contractor in executing that item of work.

2.24 **PERIOD OF COMPLETION** :

The period of completion shall be including rainy season.

2.25 **LANGUAGE OF THE CONTRACT** :

All written material and correspondence in connection with the contract shall be in English or Hindi.

GENERAL SPECIFICATIONS

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 and other natural calamities, 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.

1.0 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.

2.0 CONSTRUCTION PROGRAMME

The contractor shall submit a detailed week wise, construction programme of completion to suit the progress of contract as given earlier for the entire contract period including weekly requirement of materials to be supplied by the department, within fourteen days after the date of notice to proceed with the work. The programme may be reviewed & revised every week to plan timely action to make up the slippages which occurred in the previous week.

3.0 CURRENCY OF PAYMENT

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

4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

(i) Subletting of the contract is not permissible.

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

5.0 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.

6.0 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.

(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, within 7 days of 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 contractor shall also be deemed to have satisfied himself, so far as is practicable, before submitting his tender, as to the form and nature thereof 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, 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.

7.0 PURPOSE OF SPECIFICATIONS AND PERFORMANCE THERE TO

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 specifications which form part of the contract and in accordance with such further details and instructions as may, from time to time, be given by the Engineer-in-Charge. In case of any discrepancy between the description of items in the schedule of quantities and the specifications, the later

shall prevail. In case any feature of the work is not fully described and set forth in the specification, the contractor shall forthwith apply to the Engineer-in-Charge for further instructions or specifications.

8.0 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, at least fourteen days prior to the commencement of the respective work.

9.0 SUPPLY OF MATERIAL BY THE EMPLOYER The materials to be supplied by the Government are shown in Schedule 'B'. If the Government is unable to supply the materials properly requested, in such a case, the contractor may obtain the materials from elsewhere subject to approval of the cost, quality and specification of the materials by the Engineer-in-Charge. The employer will provide active help to the contractor for obtaining materials from other sources. The price deference plus / minus will be adjusted by the employer. The contractor shall be responsible for all transport and storage of the materials from the place of issue and bear all related costs. The Engineer-in-Charge shall be entitled at any time to inspect and examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as be required.

The materials issued to contractor and not used on the works shall remain the property of the employer. The contractor shall not remove such material from the site.

The contractor shall place firm indent for his weekly requirement of these materials at least one week in advance. The contractor shall keep all accurate record of Government materials used on the works in a prescribed manner. Whenever materials issued to the contractor are in excess of the requirement the contractor shall return such materials to the place of issue at his cost. The materials returned by the contractor shall be credited to him at the rates at which they were originally issued less the value of any deterioration or damage which may have been caused to the said materials while in the custody of the contractor. On completion of the work, if the contractor fails to return the surplus materials, the Engineer-in-charge, may charge him for such surplus materials not returned at double the issue rates mentioned in Schedule 'A'.

10.0 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 clause shall not in any way, absolve the contractor from his responsibility, and liabilities as per terms and conditions of the contract.

(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 the mela period 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-of 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 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 sub-agents, 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.

11.0 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.

12.0 USE AND CARE OF SITE The contractor will make his own arrangements for land for execution of work, labour, staff colonies, site officers, workshops or stores and for related activities.

All surface and soil drains shall be kept in a clean, sound and workman like state.

13.0 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.

14.0 ACCIDENTS AND INSURANCE AGAINST ACCIDENTS ETC. TO

WORKMEN

a) The employer 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.

c) 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.

d) 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.

e) 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

f) 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.

15.0 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 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 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.

16.0 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.

17.0 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.

18.0 VARIATIONS AND EXTRA ITEM

(A) Variations:

a) All quantities set out in the bill of quantities are the estimated quantities of the work 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 is 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) 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 any thing 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.

19.0 CLAIMS

The contractor shall send to the engineer-in-charge all claims for any additional payment to which the contractor may consider him self entitled within a fortnight of the claim as enumerated in Form-111 (Conditions of the contract). He shall also give detail 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.

20.0 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

b) 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-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.

c) The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

d) Payments will be made to the contractor according to availability of funds.

e) 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.

f) The contractor will submit bill monthly for all interim payments which shall be treated as advance payments. All payments will be made by cheque.

21.0 RECOVERIES Any debts due from contractors, advised by the Government, shall be recovered from any bill or money retained from this contract or earnest money or security deposit.

22.0 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 PRAYAGRAJ.

23.0 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.

24.0 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.

25.0 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.

26.0 TAXATION

(1) Local Taxation:

The prices bid by the contractor shall include all customs, duties, import duties, business taxes, income and other taxes including royalty 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.

27.0 TRADE TAX DEDUCTION

(1) Nothing in the contract shall relieve the contractor from the responsibility to pay any trade tax that may be levied under the U.P. Sales Tax Act, 1948 as amended from time to time in performance of this contract. Deduction of an amount equal to that specified in section of the aforesaid act as in force of or as the case may be, shall be made from the payments to be made to the contractor. The amount presently specified in the said section is 4 (four) percent of the amount payable to the contractor and a surcharge of 25 (twenty five) percent on Tax amount. Above deductions are subject to any amendments made in future. The trade tax or any other tax as applicable from time to time shall be recovered from the contractor's bill.

(2) Any other tax imposed by U.P. Govt. shall be recovered from contractor's bill.

28.0 TRADE TAX CLEARANCE CERTIFICATE

If the contractor is a trade tax assessee, he should produce a valid trade tax clearance certificate before payment of the final bill otherwise the final payment to the contractor will be withheld.

If the contractor is not liable to trade tax assessment, a certificate to this effect from the competent trade tax authorities shall be produced before payment of the final bill otherwise the final payment to the contractor will be withheld.

29.0 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.

30.0 COMPENSATION FOR DELAY

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

31.0 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 works the contractor shall cease to be liable for the care of that part of the 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.

(2) 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.

32.0 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 twenty-eight 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.

33.0 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 Superintending Engineer, who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Superintending 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.

34.0 ARBITRATION

All the dispute or differences in respect of which the decision has not been final and conclusive shall be referred for arbitration to a sole arbitrator appointed as follows.

Within thirty days of receipt of notice from the contractor of his intention to refer the dispute to arbitration, the Chief Engineer, Sone, Varanasi shall send to the contractor a list of three officers of the rank of Superintending Engineer or higher, who have not been connected with the work under this contract. The contractor shall within fifteen days of receipt of this list select and communicate to the Chief Engineer the name of one officer from the list who shall then be appointed as the sole arbitrator. If contractor fails to communicate his selection of name, within the stipulated period, the Chief Engineer shall without delay select one officer from the list and appoint him as the sole arbitrator. If the Chief Engineer fails to send such a list within thirty days, as stipulated, the contractor shall send a similar list to the Chief Engineer within fifteen days. The Chief Engineer shall then select one officer from the list and appoint him as the sole arbitrator within fifteen days. If the Chief Engineer fails to do so the contractor shall communicate to the Chief Engineer the name of one officer from the list, who shall then be the sole arbitrator.

The arbitrator shall be conducted in accordance with the provision of the Indian Arbitration Act, 1996 or any statutory modification thereof. The decision of the arbitrator shall be final and binding on the parties thereto. The arbitrator shall determine the amount of costs of arbitration to be awarded to either party.

Performance under the contract shall, if reasonably possible, continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld unless they are the subject matter of the arbitration proceedings.

All awards shall be in writing and in case of claims amounting to Rs. 1.00 lakh and above, such awards shall state reasons for the amounts awarded.

35.0 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.

36.0 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.

37.0 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. or in the shape of Bank Guarantee from the Nationalized Bank. The Bank Guarantee proforma is enclosed with the tender.

38.0 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.

39.0 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.

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

41.0 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 Mafioso, 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.

42.0 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.

43.0 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.

SPECIAL CONDITIONS OF CONTRACT FOR WORK

1. The work involves protection of banks of River Ganga by correction of sloping banks at suitable slope through cutting and thereafter if required making and launching of Eucalyptus Balli/Bamboo crates of designated size and shape, numbers etc. at suitable intervals which shall be decided according to site conditions by the Engineer-in-Charge and loading them with sand filled empty cement bags. The length between the crate points shall be protected by using Bamboo ballies & bracing and pitching the slope for protection, by sand filled plastic cement bags.
2. The quantities of items of work to be executed are very uncertain and it is not possible to assess the exact quantity of work in advance. Therefore the quantities of items mentioned in the Schedule "A" of the tender document may vary to any extent on either sides. It is also possible that one or more items are not at all required to be executed as per site requirement/conditions. Therefore the contractor shall keep in mind that the quoted rates are such that each individual item is workable on its own and shall not be dependent to other items of the Schedule "A".
3. The aforesaid work done shall be carried out and maintained day & night continuously throughout the Mela period. So the contractor shall have to execute the works day and night as per site requirement and direction of Engineer-in-Charge.
4. All the materials to be used for the work such as Eucalyptus Ballies, Bamboo, Empty Cement Bags, Coir/plastic ropes, nails etc. shall only be purchased/procured by the contractor as per requirement and direction of Engineer-in-Charge. The material purchased/procured as mentioned above shall be entered in the Mela area site store register and shall be kept in the joint custody of Department and contractor till it is used in work. The procured materials shall be issued and used at the specific site/point/reach as per requirement and direction of Engineer-in-Charge.
5. **Other Deatail:-**
 - (1) **Eucalyptus Ballies** : All material supplied shall be new, unused and dry to possible extent. The ballies shall have uniformity in diameter to the desired degrees shall be straight in length to possible extent and should be

of length not less than that mentioned as per requirement of items as in Schedule 'A'.

- (a) All ballies shall be free from large and dead knots, wrangles, cracks and other general, defects.
 - (b) The 'mean' diameter shall be arrived at by the average of two diameters at ends. The diameter at thinner end shall be within specified tolerance limit as per I.D. specification.
 - (c) Ballies not conforming to average length, as per requirement shall be rejected. The length shall be such as to suffice the purpose for which, is being supplied. Contractor will have to remove all such rejected material at his own cost and no payment shall be made for such materials, not approved and used in item work required.
 - (d) Payment at reduced rate may be made for ballies of under size dimension but which are acceptable within the norms, at reduced rates. The extent of reduction in rate shall be decided by the Engineer-in-charge and binding on the contractor.
- (2) **Bamboo**: The bamboos supplied shall have new, unused & free from cracks, defects with density as per I.D. specification. It shall be dry to desired extent and have dimension as mentioned in the respective items of work in Schedule 'A'.
- (a) The 'mean' diameter shall be arrived for the bamboos used, the average of two diameters at ends in item works.
 - (b) Payments at reduced item rate may be made for bamboos of undersized dimension but acceptable within the norms and approved for use in work. The extent of rate to be reduced shall be decided by the Engineer-in-charge and be binding on the contractor.

- (3) **Empty Cement Bags**: The cement bags to supplied shall be standard 50 kg Size empty cement bag and should be clean and fresh.
- (a) All the empty cement bags shall be of standard size and shape and shall be have clean blade cut on the opening side.
- (b) They shall be clean, neat and untornd, free from hook holes & cuts on the surface upto desired/admissible extent.
- (c) **Measurement and payment** shall be made by per number of cement bags used in the respective items as per Schedule 'A' or as per approval by the Engineer-in-charge.
- (4) **Narial (Cocofibre) Ropes** : All ropes supplied shall be new, unsued and bear uniform thickness and size. The ropes shall confirm to the dimensions as mentioned in bill of quantity and shall be free from mud, deleterious matters & have uniform and desired strength so as to serve the purpose for which they are being used.
- (b) **Measurement and Payment** shall be done by weight of bundles in kgs as per use in respective items of work in Schedule 'A' or as per direction and approval of Engineer-in-charge.
- (6) **Mallahi Nails &Nails** : - All the nails supplied shall as per standard size and weight. They should be forged with best quality metal and shall have uniformity in size and shape. The nails shall be free from rust and other deletrious susbtances, else reduction in rates may be made as per approved by Engineer-in-charge and shall be binding on contractor.

TECHNICAL SPECIFICATIONS

1. **General** : All the items of work under this contract shall be carried out in accordance with the detailed specifications of U.P. Irrigation Department of 1954 (revised in 1990) published under the orders of the Chief Engineer, Irrigation Department, U.P. and printed by Superintendent, Printing and Stationery, PRAYAGRAJ and detailed I.D. specifications issued in five volumes by the Irrigation Department, U.P. (copy of each of the above is available in the office of Executive Engineer which can be seen in the office on request and if required the contractor may take notes from them) and/or as directed by Engineer-in-charge except in so far as they are amended or supplemented by the annexed specifications. In case of any discrepancy between the aforesaid the later shall prevail.

In case the technical specifications of any work are not given in I.D. specifications or annexed herewith the work shall be carried out as per U.P. P.W.D. specifications.

In case the technical specifications of any work are not given in the above said specifications or annexed herewith the work shall be carried out as per directions of Engineer-in-charge.

2. Each contractor is advised to carefully examine the conditions of contract, drawings and specifications, visit the site of work and fully satisfy and acquaint himself with the nature and location of work, configuration of ground, subsurface conditions, nature of river and its character, hydrology, quality and quantity of materials to be encountered, T&P needed during execution of work, general and local conditions, which may in any way affect the work or cost thereof.

- 3.(a)** The work shall be executed as per drawing provided with the document depending upon site condition and the requirement of higher officers. The dimensions of structure as well as drawing may be changed by the Engineer-in-charge and no claim shall be entertained for any variation in any item upto any extent. The contractor will be bound for execution of work as per direction of Engineer-in-charge and no claim in this regard shall be entertained.
- (b)** The contractor at the time of quoting his rate, should bear in the mind, that each item may be executed separately so the rates shall be workable irrespective of the other items of the bid.
- (c)** Any recovery pointed out by T.A.C./Audit/higher officers shall be binding on contractor
- 4.** The following items of work shall be executed in the presence of the Engineer-in-charge of the work
- i. Layout.
 - ii. Reinforced Cement concrete work.
 - iii. Any other items specified by Engineer-in-charge.
- The contractor shall not be entitled to any claim on any account of delay occurring due to this provision.
- 5.** The rates quoted against each item of work in schedule of quantities and bid rates shall be inclusive of the cost and carriage of all materials and as per consumption prescribed in schedule 'B' and shall include cost of all labour required, T &P, taxes, royalties and shall also include cost of all scaffolding and cost of all other operations as described hereinafter against each item of work for its proper completion.

CHAPTER-2

CERTIFICATE OF RELATIONS

Certified that names of my/our relatives employed in Irrigation Department, Uttar Pradesh are as below :

Sl.	Name	Designation	Place of Posting	Contact Address
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Note : The following are the relatives :-

Father, Mother, Sister, Brother, Brother-in-law, Son, Daughter, Father-in-law, First Cousin of self , Wife, Daughter-in law and son-in-law.

The list is not exhaustive but illustrative.

Executive Engineer

Signature of Contractor

SCHEDULE - B

<u>S.N.</u>	<u>Material</u>	<u>Issue Rate</u>	<u>Punitive Rate</u>
1	E.C.Bags	Rs. 5.00/Bag	Rs. 10.00/Bag
2	Local Countrywood plank	Rs. 801.30/No.	Rs. 1602.60/No.
3	Eucalyptus Balli 100 (4")dia	Rs. 442.00/RM	Rs. 884.00/RM.
4	Eucalyptus Balli 125 (5")dia	Rs. 568.10/No.	Rs. 1136.20/No.

Note: For non return of stock material, excess over bonafide use, the recovery shall be made at penal rate.

ExecutiveEngineer

Signature of Contractor

SCHEDULE - C

SCHEDULE OF CONSUMPTIONS OF MATERIALS

Excess consumption, over and above given in schedule "C" shall be recovered at panel rate specified in schedule "B".

Superintending Engineer

Signature of Contractor

SCHEDULE - D

SCHEDULE OF HIRING OF EQUIPMENT BY CONTRACTOR

No equipment shall be provided by the department.

SCHEDULE - E

PARTICULARS OF NEAR RELATIVES OF THE TENDERER
EMPLOYED IN THE IRRIGATION DEPARTMENT (U.P.)

Sl. No.	Name of near relatives	Designation	Place of Position	Relationship with the tenderer
1	2	3	4	5

Signature of Tenderer/Contractor

Drawings

Drawings related to work are available in the office of Executive Engineer, Flood works Division, PRAYAGRAJ.