

कार्यालय अधिशासी अभियन्ता
लोअर खण्ड आगरा नहर आगरा
अल्पकालीन निविदा सूचना संख्या:-05/अ0अ0/2016-17

महामहिम राज्यपाल, उत्तर प्रदेश की ओर से निम्नलिखित कार्य हेतु हेतु सिंचाई विभाग में पंजीकृत ठेकेदारों से मुहरबन्द निविदा दिनांक 16.01.2017 को अपरान्ह 2.00 बजे तक निम्नलिखित कार्यालय में आमंत्रित की जाती है।

1. कार्यालय अधिशासी अभियन्ता, लोअर खण्ड आगरा नहर, आगरा।
2. कार्यालय अधिशासी अभियन्ता, अपर खण्ड आगरा नहर, मथुरा।

जो दिनांक 17.01.2017 को ही अपरान्ह 3.00 बजे अधिशासी अभियन्ता, लोअर खण्ड आगरा नहर, आगरा के कार्यालय कक्ष में खोली जायेगी। निविदा प्रपत्र शर्तों एवं विशिष्टियों सहित दिनांक 10.01.2017 से 13.01.2017 तक प्रातः 11.00 बजे से सांय 04.00 बजे तक किसी भी कार्य दिवस में अधिशासी अभियन्ता, लोअर खण्ड आगरा नहर, आगरा, अधिशासी अभियन्ता, अपर खण्ड आगरा नहर, मथुरा व पंजाब नेशनल बैंक, मुख्य शाखा संजय प्लेस, आगरा से फर्म/ठेकेदार अथवा फर्म/ठेकेदार के अधिकृत प्रतिनिधि द्वारा प्राप्त अधिकार पत्र, जिसमें प्रतिनिधि का हस्ताक्षर प्रमाणित किया हुआ हो जमा करने के पश्चात ही, निर्धारित मूल्य देकर प्राप्त किये जा सकते हैं।

धरोहर धनराशि एन0एस0सी0/एफ0डी0आर0 अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति (राष्ट्रीयकृत बैंक से निर्गत) के रूप में जो कि अधिशासी अभियन्ता, लोअर खण्ड आगरा नहर, आगरा के पक्ष में बन्धक होगी, जमा करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं की जायेगी। बैंक गारंटी धरोहर धनराशि के रूप में मान्य नहीं होगी। एक या समस्त निविदाओं को बिना कारण बताये निरस्त करने का पूर्ण अधिकार अधोहस्ताक्षरी को होगा।

क्र0 स0	कार्य का नाम	कार्य की अनुमानित लागत (रू0 लाख में)	धरोहर धनराशि (रू0 हजार में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य (रू0 में)14.5 प्रतिशत वैट अतिरिक्त	निविदादाता की श्रेणी
1	पिनाहट नंदगवाँ मार्ग पर खजूरियनपुरा में चकरोड के पास नन्दगवाँ बम्बा पर पुलिया का निर्माण।	4.36	9.00	तीन माह	150.00	“सी” एवं उच्चतर

1-रू0 100.00 के नाम ज्यूडिशियल स्टैम्प पैपर पर 1.00/- (एक रूपये) की रसीदी टिकट लगाकर अनुबन्ध की वैधता लिखना होगा कि दरें 90 दिवस तक मान्य होगी। इससे पहले निविदा/आफर वापस लेने पर धरोहर धनराशि जब्त कर ली जायेगी। नियमानुसार देय बिक्रीकर, आयकर, स्टैम्प ड्यूटी, रायल्टी देनी होगी। अनुबन्ध के समय नियमानुसार स्टैम्प ड्यूटी जमा करनी होगी।

2-यह निविदा सूचना वेबसाइट (<http://upgov.up.nic.in>) तथा सिंचाई विभाग की वेबसाइट (<http://irrigation.up.nic.in>) से भी डाउनलोड की जा सकती है। किन्तु इसकी लागत “अधिशासी अभियन्ता, लोअर खण्ड आगरा नहर, आगरा” के नाम राष्ट्रीयकृत बैंक से निर्गत ड्राफ्ट के रूप में निविदा प्रपत्र के साथ आई0डी0टी0-1, आई0डी0टी0-2 आई0डी0टी0-3 व अन्य प्रपत्र/अभिलेखों के साथ संलग्न किया जाना अनिवार्य होगा। वेबसाइट से डाउनलोड कर प्राप्त किये गये निविदा प्रपत्र और सम्बन्धित अधिशासी अभियन्ता के कार्यालयों में बिक्री के लिये उपलब्ध निविदा प्रपत्र में यदि कोई भिन्नता हो तो इस कार्यालय से उपलब्ध निविदा प्रपत्र ही अन्तिम रूप से मान्य होगा। हैसियत प्रमाण पत्र तथा चरित्र प्रमाण पत्र निर्गत होने की तिथि से दो वर्ष तक ही मान्य होंगे।

3-विशिष्ट परिस्थितियों में निविदा जमा/खोलने के स्थान में यदि कोई “परिवर्तन होता है तो इसकी सूचना” निविदा जमा होने के तीन दिवस पूर्व अधोहस्ताक्षरी के कार्यालय के सूचना पट पर प्रदर्शित कर दी जायेगी।

- 4—कोई भी निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो, वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- 5—राज्य बार कौन्सिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेंगे। अनुबन्ध/पट्टा गठित होने के बाद भी यदि उक्त तथ्य संज्ञान में आता है तो समाधान एवं संतुष्टि की दशा में ऐसे अनुबन्ध/पट्टे को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर तत्काल निरस्त कर दिया जायेगा।
- 6—यदि कोई निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबन्ध करने हेतु सक्षम प्राधिकारी पर दवाब/असम्यक असर डालता है, तो प्रश्नगत निविदादाता द्वारा न्यूनतम बोली की स्थिति में भी उसकी निविदा निरस्त की जा सकती है।
- 7—यह संज्ञान में आने पर कि कोई निविदादाता द्वारा किसी अन्य सम्भावित निविदादाता को उसे निविदा प्रक्रिया में भाग लेने एवं निविदा डालने से रोका गया हो या धमकी दी गयी हो तो ऐसे ठेकदार के साथ यदि अनुबन्ध हो भी गया हो तो उसके साथ किया गया अनुबन्ध निरस्त किया जा सकता है।
- 8—चरित्र प्रमाण पत्र, हैसियत प्रमाण पत्र व स्वघोषणा प्रमाण पत्र के फर्जी या गलत पाये जाने पर निविदा निरस्त कर दी जायेगी तथा सम्बन्धित ठेकदार का नाम इस कारण तत्काल संविदा काली सूची में दर्ज कर दिया जायेगा।
- 9—प्राप्त सभी निविदा प्रपत्रों में पहले यह परीक्षण किया जायेगा कि निविदादाता ने आई0डी0टी0-1, आई0डी0टी0-2, आई0डी0टी0-3 तथा निर्धारित प्रतिभूति धनराशि ठीक-ठीक उपलब्ध करायी है या नहीं। इनमें किसी प्रकार की कमी या असंतोषजनक होने की स्थिति में निविदादाता द्वारा दी गयी दरें तुलनात्मक विवरण में अंकित नहीं की जायेंगी।
- 10—निविदादाता द्वारा पैन (PAN) एवं टिन (TIN) नम्बर दिया जाना अनिवार्य होगा।
- 11— निविदा प्रपत्र में कटिंग इत्यादि स्वीकार नहीं की जायेगी।
- 12—ऐसे निविदादाता जिनका कोई सगा सम्बन्धी (First Blood Relation & Their spouse) जैसे कि अधिशासी अभियन्ता, खण्डीय लेखाधिकारी, सहायक अभियन्ता, अवर अभियन्ता, अधीक्षण अभियन्ता के पद पर आसीन होंगे को कार्य करने की अनुमति नहीं दी जायेगी। निविदादाता को इस सम्बन्ध में नाम तथा पद सहित कार्यकारी रिश्तेदार का एफीडेविट प्रस्तुत करना अनिवार्य होगा जो कि खण्ड व वृत्त में कार्यरत है।
- 13—निविदा देने पर पावर आफ अटार्नी, पार्टनशिप डीड की प्रमाणित सत्य प्रतिलिपि निविदा के साथ प्रस्तुत करना अनिवार्य है।
- 14—निविदा प्रपत्र में दी गयी दरों को अंको एवं शब्दों में अंकित करना आवश्यक होगा यदि इनमें भिन्नता है तो शब्दों में लिखी दरें मान्य होगी।
- 15—कार्य की मात्रा कार्य स्थल पर घट-बढ़ सकती है।

अधिशासी अभियन्ता
लोअर खण्ड आगरा नहर
आगरा

PUBLIC WORKS DEPARTMENT, UTTAR PRADESH

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

ITEMS OF PERCENTAGE RATE-TENDER OF CONTRACTORS

Name of Work.....

Name of Contractor.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

And signed by the.....

Executive Engineer

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

Sub-Divisional Officer

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

Executive Engineer

Available for public inspection at the office of

Sub-Divisional Officer

The.....during the office hours.

Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several, partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderers which propose any alteration in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
5. (1) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amounts of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall there upon be given to the contractor, who shall thereupon for the purpose of identification, sign copies of the specification and other documents mentioned in rule1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
(2) When tenders are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for order. The earnest money if in currency notes shall be credited in the case-book and paid into the Treasury, a receipt in account form no.3 being given to the party tendering. If earnest money is preferred in any of the securities specified in rule9,(i) shall be entered in the register of securities. Account forms 85 and 86. Earnest money received in currency notes shall be returned to unsuccessful tenderers as soon as their tenders are rejected the usual stamp receipt being taken.
6. The accepting authority shall have the right of rejecting all or any of the tenders.

7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to

Sub-Divisional Officer

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

Executive Engineer

By the.....

Executive Engineer

8. The memorandum of work tendered for shall be filled in and completed in the office of Sub-Division Officer

The.....before the tender form is issued.

Executive Engineer

- | | |
|---|-----|
| 9. The amount of the earnest money should ordinarily be. | Rs. |
| (a) When the amount of the tender does not exceed Rs. 2,000 | 50 |
| (b) When exceeding Rs. 2,000 and not exceeding Rs. 5000 | 100 |
| © When exceeding Rs 5000 and not exceeding Rs. 10,000 | 200 |
| (d) For each additional Rs. 5,00 or portion of Rs. 5,000 | |
| A further sum of | 100 |

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

Note:- The Office 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 deposits should be treated as "Public Works Department Deposit".

TENDER FOR WORKS							"I" Or "We"	
" Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in the memorandum at the rate specified therein, and in accordance in all respects, with the specification, designs, drawings and instructions in writing referred to in rule 1 hereof and in clause 2 of the conditions of contract and with such materials as are provided for by and in other respects in accordance with such conditions so far as applicable.								
MEMORANDUM							(a) If several sub-works are included they should be detailed in a separate list.	
(a) General description								
(b) Estimated cost Rs.								
© Estimated Cost Rs.							(b) Vide Rule 9 on page 9.	
(d) Time allowed for the work from date of written order to								
Commence months								
Item No.	Item of work	Approximate number of quantity	Unit	Per	(e) TENDERED			(e) Strike out the alternative and attach signature to it.
					(e) SANTIONED			
					(F) In figure		(f) In words	
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 columns should be filled by the Sub-Divisional Officer/Executive Engineer).	
							2. In the case of works when contractors are required to quote their own rates for the different items of works the column (f) should be left blank for tenders to fill in.	

* "I" or "We" -----tender at.....per cent above the rates entered above.

* Strike out the alternative + or
and attach signature to it. *-----tender at the above rates.

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

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

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

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

Dated the.....day of.....,19
Signature..... Signature.....

Signature of contractor before submission of tender
Witness.....
Address.....
Occupation.....

* Here enter "Recommended" or "Non recommended" *
*

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

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

*Signature.....and official designation of one accepting authority Date.....Superintending Engineer.....Circle

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

Dated the.....day of19

I.D.FORM No. 111**CONDITION OF CONTRACT**

Further deposit

CLAUSE 1- The person or persons whose tender is accepted (herein after called the “ Contractor”) shall within one week after his or their to tender has been accepted, deposit with the Government of Uttar Pradesh (herein after called the “ Government”) either in cash or in securities as provided in paragraph 614 and 615 of the Financial Hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupees.....and where any security so 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 or assistance of the contractor. The contractor shall also permit Government at the time of making any payment to him for work done under the contract to deduct.....percent of all moneys so payable on account of security deposit until deduction along with the sum already deposited as earnest money to be adjusted in the last deductions will amount:-

Deduction from payment

- (i) In the case of works estimated to cost upto Rs. 1,00,00/- to 10 % of the estimated cost.
- (ii) In the case of works estimated to cost more than Rs. 1,00,000/- & upto Rs. 2,00,000/- to 10 % on the first Rs. 10,000/- & 7½ % on the balance and.
- (ii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,00/-, 7½ % on the next Rs. 1,00,000/- and 5 % on the balance unless he is/they are exempted from payment of security deposit if individual case or has/have deposited the out of the security at the rate of fixed Deposit of Guarantee Bonds of any scheduled Bank in India.

(G.O.No. 5479/Sa Kha/81-23 1-3/81/N-79 Dt. 5-11-

82)

Security Deposit

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

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

All compensation or other sums of money payable by the contractor may be deducted from or realized by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government or on account whatsoever and the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 day thereafter make good in cash or Government

securities endorsed as aforesaid any sums which may have been deducted from or raised by sale of security deposit or any part there of.

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

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

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

[Clause 2-B: To be used instead of 2-A when the latter is from the nature of work impracticable.]

Compensation for delay

[Clause 2- B: To be used instead of 2-A when the latter is failed to complete the within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The contractor shall

at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one per cent or such smaller amount as theEngineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further, in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity (as the.....Engineer may determine) of the whole of the work before one fourth of the whole time allowed under the contract elapsed; one half of the value or quantity (as the.....Engineer may determine) of the work before one half of such time has elapsed; and three fourths of the value or quantity (as the..... Engineer may determine) of this work before three- fourths of such time has elapsed. If the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as theEngineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for the every day that the quantity of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

Action by which whole of
Security deposit is forfeited

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

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

(b) He may, after giving the contractor.....day's notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay 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 taken over by the.....Engineer the certificate in writing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contractor.

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

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

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

(iii) If upon any occasion theEngineer abstains from exercising the powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again makes default; not shall such abstention absolve the contractor from liability to pay compensation for any default which he may have made.

Contractor remains liable to pay

Clause 4- If the..... Engineer exercise any of the powers

Compensation if action not taken given to him by clause 3 he may, if he so desires take possession of all or any of

Under clause 3.

tools, plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and pay or allow the contractor for the same at the contract rate, or in the case of these not being applicable, at current market rates to be certified by the Executive Engineer, whose certificate thereof shall be final, and if the.....

Powers to take possession ofEngineer does not desire to do so, the Executive Engineer

or require removal of or sell may, by notice writing to the contractor or his clerk or the work's foreman or other

contractor's plant.

Authorized agent, required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and if the contractor fails to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense and at his risk in all respects, by auction or private sale and the certificate of the Executive Engineer as to expenses of any such removal and the amount or the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

Extension of time

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

Final Certificates.

Clause 6- On completion of the work the contractor shall send a registered notice to the sub-divisional officer (thereafter called Engineer-in-charge) giving the date of completion and shall also send a copy of such notice to the Executive Engineer, and shall request the engineer-in-charge to give him a certificate of completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood-work, door, windows walls floor or other part of any building in, upon and about which the work has been executed or of which he may

have had possession for the purpose of execution thereof, and, if the contractor fails to do so on or before the date fixed for completion of work the Engineer-in-charge may do so, and may

sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-charge, whose measurements shall be binding and conclusive against the contractor.

Clause 7- In the case of work estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payment will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Executive Engineer or Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent 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 measurement and of the total amount payable for the work shall be final and binding on all parties.

Payment on intermediate Certificate to be regarded As advances.

- Inability to complete the work **Clause 8-** If the contractor abandones, or is unable to complete the work, the.....Engineer may certify in writing the value of the work done by the contractor towards the completion of the contract. Such a certificate shall be final and conclusive against the contractor and he will not be paid more than the value of such work as so certified irrespective of the contract rates.
- Lump sum in estimates. **Clause 9-** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurements in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor as to the basis upon which payment is to be made in such causes and as the amount to be paid.
- Bills to be submitted monthly. **Clause 10-** Every month on or before a date to fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the previous month and the Engineer-in-charge shall take or cause to be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible. If the contractor does not submit his bill within the time so fixed, the Engineer-in-charge may after giving the contractor.....days notice in writing measure or depute someone to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-charge to draw up, a bill based on such measurements and any bill so drawn up shall be binding on the contractor. If the contractor fails to attend when such measurements are taken, such measurements shall be binding on him, and if he attends but

refuses to sign the list of measurements the matter shall be referred to immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bills to be on printed forms. **Clause 11-** The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all items in such bills shall be charges 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 rates hereinafter provided for such work.

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

All material so supplied to the contractor will become the property of the contractor, but shall not on any account be removed from the suit of the work unit 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 the time of completion or termination of the contract at the specified issue rate, or the current market rates whichever is less.

Clause 13- All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the firms which the 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.

Stores imported from Europe **Clause 14-** The contractor shall obtain from the stores of the Engineer-in-

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

Work to be executed in **Clause 15-** The contractor shall execute the whole and every part of the

Accordance with specifications, work in the most substantial and workmanlike manner and in every respect in strict

Drawing orders, etc. accordance with the specification both as regards materials and otherwise. The contractors shall also conform exactly, fully and faithfully to the design, drawings, and instructions in writing

relating to the work signed by the Engineer-in-charge and lodged in his office, and the contractor shall be entitled to inspect the same during office hours and may at his own expense have copies of the specifications, and of all such designs, drawings and instructions as aforesaid made for his own use.

Alterations, specification and Designs.	<p>Clause 16- The Engineer-in-charge shall have power to make such altera-</p> <p>tion 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</p>
Do not invalidate contract.	<p>instructions which, may be given to him in writing signed by the Engineer-in-charge, and such alternation shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the man work. The time for completion of the work shall be extended in the proportion that additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions.</p>
Extension in time in consequence Of alterations.	<p>If the additional work includes any items for which no rate is specified hereunder.</p> <p>Then the contractor shall carry out the work at the rate entered in the schedule of Rates of the District but if the schedule does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work</p>
Rates for additional works not In estimate or schedule of rate Of the district.	<p>has been settled by mutual agreement between him and the Engineer-in-charge</p> <p>with the approval of the officer accepting the contract, and if they are unable to</p> <p>Agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-charge may by a</p>

notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of a dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.

No compensation or alteration **Clause 17-** The Executive Engineer acting on the written orders of his

In or restriction of work to be immediate superior, may at any time by notice in writing to the contractor either

Carried out.

Stop the work all together or reduce it or cut it down. If the work is stopped altogether, the contractor will only be paid for work done and expenses legitimately incurred by him on or preparation for the execution of the work upto the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work, is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation whatsoever for the loss of profit which he might have made if he had been allowed to complete all the work included in the tender.

Action and compensation **Clause 18-** If the Engineer-in-charge is satisfied that the construction of

Payable in case of hand work. any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may, notwithstanding that such work materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remedy such defects or to replace such materials or articles within a specified period of time.

If the contractor fails to comply, in all respects with the requirements of any such notice within ten days after the expiration of the period specified in the 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 then 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.

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

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

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

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

***Clause 10-D-** The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in State of Uttar Pradesh including the minimum wages Act or any enactment in super session, extension or modification thereof which may be passed at any time or from time to time by a competitive legislative body and may have effect in the State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall nither demand not claim shall be entitled to any additional payment for the reason that he failed to take into

account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed basis on which he worked out such expenses while submitting his tender.

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

Contractor or responsible

Clause 20- In order that the work may be measured and the correct

Agent to be present.

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

*Vide G.O. no. 1381-IBD-50/XXIII-IB-89-B-W, dated May 26, 1950.

Notice to be given before work

Clause 21- All works to be executed under the contract shall be executed

Is covered up.

Under the direction and subject to the approval in all respect of the Engineer-in-charge for the time being who shall be entitled to

direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Directions of work.

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

Decision of Engineer to be

Clause 23- If the contractor or his work people or servants shall break,

Final, contractor liable for

deface, injure or destroy any part of a building in which they may be working, or

Damages done and for

any building, road fence, enclosure or grass land or cultivated ground contiguous

Imperfections for three months to the premises on which the work or any part of it is being executed, or if any

For certificate.

Damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of the Executive Engineer shall be final), the contractor shall at his own expense make good such damage, or, in default, the 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 ton the amount of such expenses shall be final and binding on the contractor.

Contractor to supply plant,

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

Ladder, scaffolding, etc. (except such, special material, if any, as may in accordance with the contractor be supplied from the Engineer-in-charge's stores), plant, tools, appliance, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, and shall pay for the carriage of all such things to and from the work. The contractor shall also supply within charge workmen with the means and materials necessary for the purpose of setting out of works, and for counting, weighting and assisting in the measurement or examination of the work, or materials at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights

And liable for damages arising required to protect the public from accident and shall bear the expenses of defence

From non-provision of light, of every suit, action or other proceedings at law that may be brought by any pers-

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

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

Work not to sub-let.	Clause 26- The contractor shall not assign or sub-let the contract without the written approval of the Engineer; and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors, or if he or any of his servants or agents either directly or indirectly, give, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of the Government in any way relating to his office or employments, or if any such office or shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the Government, the
Contractor may be rescinded and	Engineer may thereupon by notice in writing rescind the contract, and the security
security deposit forfeited for	deposit of the contractor shall thereupon stand forfeited and be absolutely at the
subletting, bribing or	disposal of the Government and the same consequences shall ensue as if the con-
if contractor becomes insolvent.	tract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
Sum payable by way of	Clause 27- Any sum payable by the contractor as compensation under
Compensation to be considered	any of these conditions shall be deemed to be reasonable compensation for the act
As reasonable compensation	or default in respect of which the same becomes payable without proof of the
Without reference to actual loss.	Actual amount of damage or loss sustained.
Changes in constitution of firm.	Clause 28- In the case of a tender by partners, the contractor shall state the name of the members of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such, change occurs.

- Action where no specification. **Clause 29-** In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with the district specification, and if there is no district 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 in the subject or context repugnant to such an interpretation, the expression 'work' mean the work to be done or executed under the contract or whether such work is permanent or temporary and whether it is original, altered, substituted or additional.
- Contractor's percentage whether **Clause 31-** The additions and deductions on account of the percentage
Applied to net gross amount of referred to page 3 of the accepted tender will be calculated on the gross, and not
- Bills. (strike out this clause in the net amounts of the bills for the work done.
- The case of an item rate contract.) **Clause 32-(i)** In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1932, Government is obliged to pay compensation to a workman employed by the contractor or by any sub-contractor from him in execution of the work Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, sub-section(2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it either form the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by the Government to the contractor whether under this contract or otherwise.
- Compensation to workmen. **(2)** Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to

the Government full security for all costs for which Government might become liable in consequence of contesting the claim.

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

Clause 34- All disputes in respect of this contract arising between contractor and the department will be put to the superintending Engineer.....and his decision shall be final and legally binding on both parties.

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

Clause 36- Contractor shall himself make proper living accommodation water and sanitary arrangement etc. for labour which ordinarily should be arranged through employment exchange will give preference Ex-serviceman. He will have to remove any undesirable if order by the department.

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

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

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

Clause 40- The contractor shall not influence the workman directly or indirect labour borne on the Muster Roll or by any other contractor by paying higher wages or providing extra facilities

without the permission of the Executive Engineer and if does so contrary to the above will be responsible for the loss or damage caused or claimed by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both parties.

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

Clause 42- Income tax at the rate of 2% shall be deducted from the bill in terms of sub section (i) section 194 (o) of income Tax Act XVI of 1972.

For Family planning purpose **Clause 43-**The contractor agrees to persuade all his labour and other

In contract.

employees including casual labour employed by him to adopt family planning teorhnics (including voseetomo and tubectomy) on lines with policies and progremme announced by the State Government from time to time in relation to the State Government from time to time in relation to the State Government so far as may be applicable and to furnish to Engineer in charge monthly report in this behalf.

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

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

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Issue Rates	Penal rates	
Cement beg	No.	320.00	640.00	Store at Bichpuri I.H.
E.C. beg	No.	5.00	10.00	-----do-----
Steel	M.T.	48000.00	96000.00	-----do-----

Signature of contractor

Signature of Sub-Divisional Officer / Executive Engineer

SCHEDULE-“B”
BILL OF QUANTITY
LOWER DIVISION AGRA CANAL AGRA

Name of work: Construction of VRB Near Villege Khajurian pura Chak Road At Nandgava Dy.

Name of Contractor-

Earnest money Rs. 9000.00

S.No.	Item of work	Unit	Quantity	Tendered Rate	
				in figure	in words
1	Earth work in Excavation of foundation including all cost of labour T&P etc Complete	cum	60		
2	Laying CC 1:3:6 in foundation with coarse sand including all cost of material, labour T&P etc Complete	cum	11		
3	Brick work in 1:4 C.M. with coarse sand including all cost of Material, labour,T&P etc. Complete.	cum	40		
4	RCC 1:1.5:3 including all cost of material,labour T&P etc Complete	cum	13.8		
5	CC 1:1.5:3 in wearing coat with coarse sand including cost of material, labour T&P etc Complete	cum	3		
6	Steel in Reinforcement with bending, binding & placing in position including all cost of Material,labour T&P etc Complete	M.T.	0.56		
7	Centering and shuttering including all cost of labour T&P etc Complete	Sqm	30		
8	Cement pointing Struck in 1:3 CM with coarse sand including all cost of material, labour T&P etc Complete	Sqm	40		
9	S/F 2" P.V.C Pipe for drainage including all cost of Material, labour T&P etc Complete	No.	4		

10	S/F Thermacol joint filler between brick work and RCC including all cost of material, labour, Material,T&P etc complete.	Sqm	4.5		
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Note :- 1-Total Quantities in Schedule B are approximate and may vary. The Contractor shall not be entitled any claim due to change of quantities of various items of work.

2- If the quantity of work items to be executed vary on account of changes in design,drawing or any other reason, Comprative statement shall be prepared for finaly executed quantiies based on the rate of various tenders received, amount of final payment to the contractor shall not exceed the amount of first lowest thus calculated in comprative statement Excess amount,if any shall be recovered from the contractor.

2- Rates should be filled in figure and in words both.

3- in case any discrepancy between figure and words,rates in words shall be accepted.

4- No foot note or condition shall be accepted and all such bids shall be sealed without entering in the comprative statement.