

IRRIGATION DEPARTMENT
UTTAR PRADESH



सिंचनेन समृद्धि भवति

TENDER DOCUMENT

For

CONSTRUCTION OF VRB AT KM 1.100 OF PRATAPGANJ DY

1. Tender Notice No- **01/SE-VII/2018-19**
2. Date of Opening-
3. Name of Contractor-
4. Agreement No-
5. Cost of Agreement- Rs.
6. Earnest Money- Rs.
7. Date of Start-
8. Due date of Completion
9. Performance Security Rs.

SUPERINTENDING ENGINEER,
VII CIRCLE IRRIGATION WORKS,
SAROJANI NAIDU MARG, LUCKNOW.

INDEX

Sl No	Particular	Page No
1.	Tender Notice	3-4
2.	Agreement Form	5
3.	Credentials of Tenderer	6-7
4.	Certificate of Relationship	8
5.	Declaration	9
6.	Contractor warranty	10
7.	General conditions of contract	11-13
8.	Special condition of contract	14-22
9.	I D Form No. 111	23-43
10.	I D Form No. 112	44-47
11.	Schedule-A (Bill of quantity)	48-49
12.	Schedule-B	50
13.	Schedule-C	51
14.	Schedule-D	52
15.	Schedule-E	53
16.	Technical specifications	54-62
17.	Drawings	63

**कार्यालय अधीक्षण अभियन्ता,
सप्तम मण्डल, सिंचाई कार्य
सरोजनी नायडू मार्ग,
लखनऊ।**

ई-अल्पकालीन निविदा सूचना संख्या-01/SE-VII/2018-19

महामहिम राज्यपाल, उत्तर प्रदेश की ओर से निम्नलिखित कार्यो हेतु ऑनलाइन <http://etender.up.nic.in> के माध्यम से टेक्निकल बिड एवं प्राइस-बिड/फाइनैशियल-बिड सिंचाई एवं जल संसाधन विभाग, उ०प्र० में वर्गीकृत श्रेणी में पंजीकृत फर्मो/ठेकेदारों से दिनांक-13/06/2018 को अपरान्ह 05:00 बजे तक निविदा आमंत्रित की जाती हैं। टेक्निकल बिड दिनांक-14/06/2018 को अपरान्ह 03:00 बजे अधीक्षण अभियन्ता, सप्तम मण्डल, सिंचाई कार्य, लखनऊ के कार्यालय कक्ष में उपस्थित फर्मो/ठेकेदारों अथवा उनके अधिकृत प्रतिनिधि के समक्ष ऑनलाइन खोली जायेगी। निविदा दिनांक-07/06/2018 समय 12:00 बजे पूर्वान्ह से डाउनलोड/अपलोड की जा सकती है। कार्यालय बन्द होने या छुट्टी होने की दशा में बिड अगले कार्य दिवस में उसी समय खोली जायेगी।

क्रम सं०	कार्य का विवरण	कार्य की अनुमानित लागत (लाख रू० में)	धरोहर धनराशि (लाख रू० में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य (रू० में)	ठेकेदार की पंजीकृत श्रेणी
1	प्रतापगंज राजबहा के किमी० 1.100 पर वी०आर०बी० का निर्माण कार्य।	47.00	4.70	8 माह	475+86(GST) = 516.00	"बी" अथवा उच्च

नियम एवं शर्तें:-

- 1- यह निविदा सूचना उत्तर प्रदेश सरकार की वेबसाइट <http://upgov.up.nic.in>, सूचना विभाग की वेबसाइट <http://information.up.nic.in> एवं सिंचाई विभाग की वेब साइट <http://irrigation.up.nic.in> पर उपलब्ध है। निविदा प्रपत्र वेबसाइट <http://irrigation.up.nic.in> से भी डाउनलोड किया जा सकता है।
- 2- निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में वैध पंजीकरण प्रमाण-पत्र, जिलाधिकारी द्वारा निर्गत चरित्र प्रमाण-पत्र (IDT-I), हैसियत प्रमाण-पत्र (IDT-II) तथा स्वघोषणा शपथ-पत्र (IDT-III) एवं अन्य प्रपत्र/अभिलेख की Scanned Copy संलग्न किया जाना तथा उपरोक्त वेबसाइट पर आनलाइन अपलोड करना अनिवार्य होगा।
- 3- निविदादाता को यू०पी० इलेक्ट्रानिक्स कार्पोरेशन लिमिटेड, लखनऊ में ई-टेंडरिंग हेतु पंजीकृत होना आवश्यक होगा।
- 4- निविदा की विस्तृत शर्तें निविदा प्रपत्र के साथ उपलब्ध होगी।
- 5- निविदादाता द्वारा निविदा शुल्क के ड्राफ्ट की Scanned Copy निविदा के साथ Upload की जाएगी अन्यथा उसकी निविदा को Unresponsive मानते हुए कोई विचार नहीं किया जाएगा।
- 6- तकनीकी मूल्यांकन ऑफ-लाइन किया जायेगा, जो निविदादाता तकनीकी मूल्यांकन में अर्ह पाये जायेंगे, केवल उन्हीं निविदादाताओं की वित्तीय निविदा खोली जाएगी।
- 7- निविदादाता को निविदा प्रपत्र धनराशि जी०एस०टी० सहित, धरोहर धनराशि (वैधता अवधि न्यूनतम 6 माह), एन०एस०सी०/एफ०डी०आर० अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में, जो राष्ट्रीयकृत बैंक द्वारा निर्गत हो, **अधिशाली अभियन्ता, बाराबंकी प्रखण्ड, शारदा नहर, बाराबंकी** के नाम/पक्ष में बन्धक हो, की Scanned Copy ऑनलाइन जमा करना अनिवार्य होगा, अन्यथा निविदा स्वीकार नहीं की जायेगी। धरोहर धनराशि के लिए बैंक गारण्टी मान्य नहीं होगी। अनुबन्ध के समय मूलरूप में वांछित प्रतिभूति के अभिलेख मूलरूप में जमा कराना अनिवार्य है, अन्यथा की स्थिति में **शासनादेश सं०-52/1439/17-27-सिं-03-07/विविध/17, दिनांक 09.10.2017 के बिन्दु सं०-03 के अनुसार ई-टेंडरिंग के समय निविदादाताओं द्वारा निर्धारित प्रपत्रों के अतिरिक्त मूल अभिलेखों के स्कैण्ड कॉपी व प्रतिभूति प्रमाण-पत्र विभाग के नाम बन्धक कराने पर प्राप्त ट्रान्जेक्शन को भी निविदा के समय वेबसाइट पर डाली जायेगी तथा निविदा स्वीकार होने पर मूल अभिलेख व्यक्तिगत रूप से विभाग को निविदादाता द्वारा प्रस्तुत किये जायेंगे। निविदा स्वीकार होने के उपरान्त निविदादाता द्वारा प्रतिभूति धनराशि मूलरूप में प्रस्तुत नहीं किये जाने पर निविदादाता के विरुद्ध वाद दायर कर कानूनी कार्यवाही की जायेगी तथा उसका रजिस्ट्रेशन निरस्त कर काली सूची में डालने की कार्यवाही भी की जायेगी।**
- 8- निविदादाता द्वारा निविदा डालते समय प्रक्रिया की पूर्ण जानकारी अथवा किसी अन्य कारण से शर्तों को पूर्ण न कर पाने अथवा बाधित हो जाने के कारण निविदा न पड़ने पर विभाग की कोई जिम्मेदारी नहीं होगी।
- 9- प्रथम न्यूनतम निविदादाता की निविदा Unresponsive हो जाने पर द्वितीय न्यूनतम निविदादाता स्वतः प्रथम न्यूनतम निविदादाता हो जाएगा तथा उन्हें मूल अभिलेख प्रस्तुत करने पर आमंत्रित किया जाएगा तथा तत्काल प्रभाव से प्रथम न्यूनतम निविदादाता का कोई को क्लेम/दावा मान्य नहीं होगा।
- 10- निविदादाता को पिछले पाँच वित्तीय वर्षों में किसी एक वित्तीय वर्ष में समान प्रकृति का एक कार्य, जो रू० 35.00 लाख से कम न हो, का संतोषजनक ढंग से पूर्ण किये जाने का प्रमाण-पत्र अपलोड करना होगा। कार्य अनुभव प्रमाण-पत्र अधिशाली अभियन्ता एवं उससे उच्च स्तर से निर्गत होने पर भी मान्य होगा।
- 11- ठेकेदार/फर्म का टर्नओवर रू० 70.00 लाख से कम न हो, का प्रमाण-पत्र जो सी०ए० द्वारा निर्गत किया गया हो, मान्य होगा।
- 12- कार्य की मात्रा स्थलीय आवश्यकतानुसार घटाई या बढ़ाई जा सकती है, जिसके लिए ठेकेदार का कोई क्लेम मान्य नहीं होगा।
- 13- निविदादाता को उपरोक्तानुसार कार्यस्थल की पूर्ण जानकारी निविदा डालने से पूर्व स्वयं प्राप्त करनी होगी। निविदा प्रपत्र एवं कार्य से सम्बन्धित कोई भी जानकारी **अधिशाली अभियन्ता, बाराबंकी प्रखण्ड शारदा नहर, बाराबंकी** से किसी भी कार्यदिवस में प्राप्त की जा सकती है।
- 14- प्रत्येक निविदादाता को बिड के साथ रूपया 100/- जुडिशियल स्टैम्प पेपर पर एक रूपये का रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि **"दर 90 दिवस तक मान्य होगी।"** इससे पहले निविदा/आफर वापिस लेने पर धरोहर धनराशि जब्त कर ली जाएगी। इसकी स्कैण्ड कॉपी ऑनलाइन निविदा के साथ अपलोड करनी होगी। नियमानुसार देय जी०एस०टी०, आयकर, स्टैम्प ड्यूटी, रायल्टी देय होगी। अनुबन्ध के समय नियमानुसार स्टाम्प ड्यूटी तथा जमानत की अवशेष धनराशि भी जमा करना होगा।

- 15- यह संज्ञान में आने पर कि किसी निविदादाता द्वारा किसी अन्य संभावित निविदादाता को इस निविदा प्रक्रिया में भाग लेने एवं निविदा डालने से रोका गया हो या धमकी दी गयी हो तो ऐसे ठेकेदार के साथ यदि अनुबन्ध हो भी गया हो तो भी उसके साथ किया गया अनुबन्ध निरस्त किया जा सकता है।
- 16- कोई भी निविदादाता, जो राज्य सरकार द्वारा काली सूची में दर्ज हो, वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- 17- राज्य बार कौंसिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग न 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।
- 18- यदि कोई निविदादाता निर्धारित विधि प्रक्रिया के विरुद्ध अनुबन्ध करने हेतु सक्षम प्राधिकारी पर दबाव/असम्यक असर डालता है, तो प्रश्नगत निविदादाता की न्यूनतम निविदा दरें होने की स्थिति में भी निविदा निरस्त की जा सकती है।
- 19- विशिष्ट परिस्थितियों में निविदा जमा/खोलने का स्थान में यदि कोई परिवर्तन होता है तो इसकी सूचना निविदा डालने के तीन दिन पूर्व ऑनलाईन तथा इस कार्यालय के सूचना पट पर प्रदर्शित कर दी जायेगी।
- 20- चरित्र प्रमाण-पत्र, हैसियत प्रमाण-पत्र व स्वघोषणा प्रमाण-पत्र के फर्जी या गलत पाये जाने पर निविदा निरस्त करते हुए सम्बन्धित ठेकेदार का नाम इस कारण तत्काल संविदा काली सूची में दर्ज कर दिया जाएगा।
- 21- अनुबन्ध गठित होने के पश्चात् यदि यह तथ्य संज्ञान में आता है कि किसी भी स्तर पर नियमों का उल्लंघन किया गया है तो ऐसे अनुबन्ध को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर निरस्त किया जायेगा।
- 22- शासनादेश संख्या:-622/23-12-2012-2आडिट/08टी0सी0-2, दिनांक: 08-06-2012 के निहित निर्देशानुसार कार्यो की विभागीय दरों से ठेकेदारों द्वारा 10 प्रतिशत तक कम दर पर 0.5% प्रति 1 प्रतिशत कम दर पर तथा 10 प्रतिशत से अधिक कम दर पर 1% प्रति 1 प्रतिशत कम दर पर अतिरिक्त सिक्वोरिटी/परफार्मेंस गारन्टी अनुबन्ध के समय जमा करने की बाध्यता होगी।
- 23- ठेकेदार का श्रम विभाग में पंजीकरण होना अनिवार्य होगा।
- 24- ज्वाइंट वेंचर की निविदा किसी भी दशा में स्वीकार नहीं की जाएगी।
- 25- निविदादाता को निम्न की स्कैण्ड प्रतिलिपि को टेविनकल बिड के साथ ई-टेन्डरिंग पोर्टल पर अपलोड किया जाना अनिवार्य है:-
 - i. निविदा प्रपत्र के मूल्य का डिमान्ड ड्रापट।
 - ii. धरोहर धनराशि।
 - iii. निर्धारित श्रेणी में पंजीकरण का प्रमाण-पत्र।
 - iv. IDT-I, IDT-II तथा IDT-III
 - v. वित्तीय वर्ष 2016-17 का आयकर चुकता प्रमाण-पत्र (Income Tax Return)।
 - vi. समान कार्य का अनुभव प्रमाण-पत्र।
 - vii. सी0ए0 द्वारा प्रमाणित टर्नओवर।
 - viii. फर्म/ठेकेदार का श्रम विभाग में पंजीकरण।
- 26- सशर्त निविदा मान्य नहीं होगी।
- 27- इस निविदा को पूर्ण या आंशिक रूप से निरस्त करने का अधिकार बिना कारण बताये अद्योहस्ताक्षरी के पास सुरक्षित रहेगा।
- 28- निविदा से सम्बन्धित विस्तृत एवं अन्य जानकारी इस कार्यालय के ई-मेल seiwc7iduplu-up@nic.in के माध्यम से प्राप्त की जा सकती है।
- 29- सम्पूर्ण निविदा प्रक्रिया सिंचाई विभाग, उत्तर प्रदेश के प्रचलित नियमों व शासनादेशों के अनुरूप की जायेगी।
- 30- अनुबन्ध के समय ठेकेदार से इस आशय का घोषणा-पत्र लिया जायेगा कि उनके द्वारा अनुबन्ध को सबलैट नहीं किया जायेगा।
- 31- यह निविदा धनावंटन की प्रत्याशा में किये जा रहें। धनावंटन न होने पर निविदा स्वतः निरस्त मानी जायेगी।
- 32- अनुबन्ध का गठन धनावंटन प्राप्त होने पर ही किया जायेगा।

-sd-
अधीक्षक अभियन्ता
सप्तम् मण्डल, सिंचाई कार्य
लखनऊ।

As per G.O.No. 333/VIII-GO dated 30-06-76 amended vide G.O.No. 592/VII-GO 199-75 dated 30-10-75 (Agreement) to be submitted on general stamp of Rs. 100/- along with revenue stamped affixed on it)

AGREEMENT

Tender invited by:- Superintending Engineer, VII Circle Irrigation works, Lucknow

Name of work:- CONSTRUCTION OF VRB AT KM 1.100 OF PRATAPGANJ DY

Tender Notice No :- 01/S.E-VII/2018-19 dated-30-05-2018

Name of Tenderer

In consideration of the Governor of Uttar Pradesh having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agreed the condition that the proposals in response to the above invitation shall not be withdrawn within three months from the date of opening of tender, also to the condition that if thereafter the tenderer does withdraws his proposal within the said period the earnest money deposited by him may be forfeited by the Government of Uttar Pradesh in description of the later.

And the tenderer hereby also declares that if subsequent to the submission of his tender the tenderer amends, alters or modifies the contents of his tender which are not acceptable to the employer the tenderer shall, for the purpose of the aforesaid conditions, be deemed to have withdrawn his proposal.

Signed this day of

Signed by Tenderer

The individual, who is proprietor of a firm should furnish the description of the party as under :-

Shri.....S/o Shri.....R/o.....
.....Carrying on business under the firm's name of
M/s

In case of a partnership firm the description of the party should be as under

M/s a firm within the meaning of the Indian Partnership Act and having their office at
..... are consisting of the following partners :-

1. Shri S/o R/o
2. Shri S/o R/o
3. Shri S/o R/o

CREDENTIALS OF TENDERER

(To be filled by the Tenderer)

1. Name of Tenderer :-
2. Permanent Address :-
3. Present Postal Address :-
4. State if you are approved Contractor of the CPWD., State PWD., State Irrigation Department, Railway and / or M.E.S. and if so, copy of registration certificate should be attached.
5. Particulars of previous contract successfully executed should be entered in the form below.

Sl. No.	Name of Department	Name & Description of work	Value Rs.	Period of execution	
				from	to
1	2	3	4	5	6

6. Reference/Certificate from your Bankers about your financial position should be attached.
7. List of machinery and equipment which you intend to use on this work to be given in attached Performa-I.

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

9. Certificate:

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

(b) I / We hereby certify that information given above is correct.
If at any stage, it is found to be incorrect. I / We understand that the contract will be liable to be terminated / rescinded and action could be taken against me / us by the employer.

Dated :

Signature of Tenderer

Place :

Certificate of Relationship

To,

The Superintending Engineer,
VII Circle, Irrigation Works,
Lucknow.

Sir, It is certified that except the person noted below, none of my relatives is employed in Irrigation Department, Uttar Pradesh.

Name	Designation	Place of Posting
------	-------------	------------------

Dated :

Signature of Contractor

Place :

Full Address

.....

.....

N.B. : The following comes under the definition of relationship :-

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

Contractor

DECLARATION

We

.....

.....

Hereby declare that no work shall be taken in hand by me or by my authorized agent unless a proper work order in writing is issued to me by Superintending Engineer. In case of default on my part, I fully understand that my security deposits will be forfeited and our name will be removed from the list of approved contractor.

Dated :

Signature of Contractor

Place :

Full Address

.....

.....

.....

CONTRACTOR WARRANTY

The Superintending Engineer, VII Circle, Irrigation works, Lucknow having invited tender for the execution of the various work required for the

.....
Mr/Sri.....
.....

Here after referred to as the contractor being desirous of tendering for the works for which the above mentioned tenders have been invited and having carefully studies all the contract documents specifications etc. accompanying the tender papers conditions of contract.

DO HERE BY WARRANTY THAT -

- 1-The contractor is familiar with all the requirement of the contract.
- 2-The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that the may effect the work is its performance.
- 3-The contractor is satisfied the work can be performed and completed in the contract.
- 4-The contractor accepts all risqué directly and indirectly connected with performance of the contractor.
- 5-The contractor has not been influenced by any statement of promise of the Government or Engineer-in-charge only by the contract documents.
- 6-The contractor has not collusion with other contractors with any of the men of the Engineer-in-charge but or with any other person in the preparation of the bid.
- 7-The contractor is financially solvent.
- 8-The contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
- 9-The statement submitted with bid are true.
- 10-The contractor is familiar with all general and special law's Act's ordinance rules and regulation of the municipal, District, State and Central Government that may affect the work its performance of personal employed there in.

Signature of Contractor

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In the Contract, as hereinafter defined, the following words and expression shall have the meanings hereby assigned to them, except where the context otherwise requires:—

- a) 'Employer' means the Governor of Uttar Pradesh and the legal successors in title to the Employer, acting through the Superintending Engineer, VII Circle Irrigation Works, Lucknow or his authorized representative.
- b) 'Contract' means the instructions and information for tenderers, general and special conditions of contract, specifications, drawings, tender(including the schedule of quantities and tender price)
- c) 'Contractor' means the person or persons, firm or company whose tender has been accepted by the Employer. and includes the Contractor's personal representatives, successors and permitted assigns.
- d) Chief Engineer shall mean the Chief Engineer, Sharda Sahayak, Lucknow.
- e) 'Engineer-in-Charge' or 'Engineer' means the Executive Engineer, Barabanki Division Sharda Canal, Barabanki or the Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place of the Engineer so designated.
- f) 'Engineer-in-Charge's representative' or 'Engineer's representative' means any resident engineer or assistant of the Engineer of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in writing whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
- g) 'Works' shall include both Permanent Works and Temporary Works.
- h) 'Contract Price' means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions there-from as may be made under the provisions hereinafter contained.
- i) 'Constructional Plant' means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but do not include materials or other things intended to form or forming part of the Permanent Works.
- j) 'Temporary Works' means all temporary works of every kind required in or about the execution or maintenance of the works.
- k) 'Permanent Works' means the permanent works to be executed and maintained in accordance with the Contract.
- l) 'Specification' means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer.
- m) 'Drawings' means the drawing referred to in the Specification and any

modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

- n) 'Site' means the land and other places on, under, in or through which the Permanent Works or Temporary Works designed by the Engineer are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.
- o) 'Approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid.
- p) 'Government' means Government of Uttar Pradesh (India) Department of Irrigation.
- q) 'I.S.S.' means Indian Standard Specifications published by Bureau of Indian Standard (B.I.S.).
- r) 'Day' means a day from midnight to midnight.
- s) 'Week' means seven consecutive days.
- s) 'Month' means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- t) 'Quarter' means a period of 3 months reckoning from the 1st date of January, April, July and October and counted to the last date of March, June, September and December respectively.
- u) 'Rupees' means Rupees of Indian Currency.

1.1 INTERPRETATIONS

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

2. **GENERAL**

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

3. **TOOLS, PLANTS AND EQUIPMENTS**

The contractor shall arrange for his own machinery and equipments 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 equipments to work site and back to Government godown after use shall be done by the contractor at his own cost. The terms and conditions for hire of the equipment shall be fixed by the Engineer-in-Charge.

4. **TIME FOR COMPLETION**

The time for completing the work is including rainy season.

5. **CONSTRUCTION PROGRAMME**

The contractor shall submit a detailed month wise, construction programme of completion to suit the progress of contract as given earlier for the entire contract period including quarterly 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 month to plan timely action to make up the slippages which occurred in the previous month.

6. **CURRENCY OF PAYMENT**

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

7. **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.

SPECIAL CONDITIONS OF CONTRACT

1- INSPECTION OF SITE:

The Employer shall have made available to the contractor with the Tender documents such data on hydrological and subsurface conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works and the tender shall be deemed to have been based on such data, but the contractor shall be responsible for his own interpretation thereof.

The contractor shall also be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the work, the means of access to the site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his tender.

2- GENERAL RESPONSIBILITIES:

- (a) The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of the contract shall be deemed to have served if it has been delivered to his authorized agent or representative at site, or sent by registered letter to the site office, or to the address of the firm last provided by the contractor.
- (b) The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.
- (c) The contractor shall take responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the Engineer-in-Charge.
- (d) The contractor shall promptly inform the Employer and Engineer-in-Charge of any error, omission, fault and other defect in the design or specifications for the

works which are discovered when reviewing the contract documents or in the process of execution of the works.

3- OTHER CONTRACTORS

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

4- OTHER WORKMEN

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

5- USE AND CARE OF SITE

The contractor will be permitted to use without charge, the site and the lands for execution of work, labour, staff colonies, site officers, workshops or stores and for related activities. The contractor shall not commence any operation on such lands except with the approval of the Engineer-in-Charge. If these lands are not adequate, the contractor may have to make his own arrangements for additional lands.

The contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without prior approval of the Engineer-in-Charge. All rubbish shall be burnt or removed from the site as it accumulates.

All surface and soil drains shall be kept in a clean, sound and workman like state. All the areas of the contractor's operations shall be cleared before returning them to the Employer. The contractor shall make good any damage or alternations made to areas, property or land handed over to him before these are returned.

6- ACCIDENTS AND INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN

- a) The department shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury

to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the employer against all such damages compensation, and against all claims, proceedings, costs, charges and expense whatsoever in respect thereof or in relation thereto.

- b) On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such accident, report in writing, to the Engineer-in-Charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accident on the works involving injuries to persons, damage to property other than that of the contractor shall be promptly reported to the Engineer-in-Charge stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the Employer against all loss or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the employer as a consequence of failure to give notice under the workmen's compensation act or failure to conform to the provisions of the said act in regard to such accidents.
- c) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act including all modifications thereof, whether such compensation may become payable by the contractor or by the Government as principal employer, the Engineer-in-Charge may retain out of money due and payable to the contractor such sum or sum of money as may, in the opinion of the Engineer-in-Charge, be sufficient to meet such liability. On receipt of award from the labour commissioner in regard to quantum of compensation, the difference in amount will be reimbursed to or recovered from the contractor.
- d) The contractor shall insure against such liability with an insurer approved by the Government, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the engineer or the engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the employer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

7- REFERENCE MARKS AND BENCH MARKS

The basic center lines, reference points and bench marks will be fixed by the department.

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

8- SETTING OUT WORKS

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

9- QUALITY CONTROL

All the materials supplied by the contractor should be as per relevant latest Indian standard specification. All sample required for testing the quality of materials or works, shall be given by the contractor free of cost. Labour required for sampling and testing of the materials at site shall be provided by the contractor free of cost.

10- MEASUREMENT AND PAYMENT

- a) The engineer-in-charge shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contracts of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the engineer-in-charge or the engineer's-in-charge representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend, or neglect or omit to send such agent, then the measurement made by the engineer-in-charge or approved by him shall be taken to be correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the engineer's-in-charge representative shall prepare records and drawings month by month of such work and the contractor, as and when called

upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the Engineer's-in-Charge Representative and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the engineer's- in-charge representative, for decision by the engineer-in-charge, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

- b) The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.
- c) Payments will be made to the contractor according to availability of funds. d) On completion of the entire work, the contractor will submit his final bill. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liabilities arising from any defects.
- e) All interim payments shall be treated as advance payments. All payments will be made by cheque.

10.1- CONDITION OF FINAL PAYMENT

If the quantities of work, items to be executed vary on account of changes in design, drawing or any other reasons, a cost comparative statement shall be prepared for finally execute quantities based on rate of various tender received. The amount of final payment to the contractor shall not exceed the amount of Ist lowest thus calculated in the comparative statement.

11- 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.

12- 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.

13- PERIOD OF MAINTENANCE AND DEFECT LIABILITY

The Contractor shall be responsible to make good within such period as may be stipulated by the Engineer-in-Charge any defect which may develop or may be noticed during period of maintenance of 180 days from the certified date of completion and which is attributable to the contractor. All notice of such defects 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 of 180 days from the actual dates on which portions of the works are taken over.

14- 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.

15- OLD CURIOSITIES

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

16- 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.

17- 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 thereof which may be passed at any time or from time to time by a competent legislative body and may have effect in the State of Uttar Pradesh and Rules and Regulations made there under or any amendment 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 neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses 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.

18- 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 % of the amount payable to the contractor and a surcharge of 25 % on Tax amount. No trade tax shall be deducted on the cost or are subject to any amendment to the contractor. 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 tax imposed by U.P. Govt. shall be recovered from contractor's bill.

19- CARE OF WORKS AND EXPECTED RISKS

(1) From the commencement of the works until the date stated in the Certificate of completion for the whole of the works pursuant to relevant clause here of the contractor shall take full responsibility for the care thereof. Provided that if the Engineer-in-Charge shall issue a certificate of completion in respect of any part of the permanent works the contractor shall cease to be liable for the care of that part of the permanent works from the date stated in the certificate of completion in respect of that part and the responsibility for the care of that part shall pass to the employer. Provided further that the contractor take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the work, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in sub-clause (2) of this clause, while the contractor shall be responsible for the care thereof the contractor shall, at his own cost, repair and make good the same, so that at completion the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall, if and to the extent required by the Engineer-in-Charge and subject always to the provisions of relevant clause here of repair and make good the same as aforesaid at the cost of the Employer. The contractor shall be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work.

(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 radio-activity 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.

Upon receipt of the written instruction or decision the contractor shall promptly proceed without delay to comply with such instructions or decision.

If the Engineer-in-Charge fails to give his instructions or decision in writing within a period of thirty days after being requested, or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may within thirty days after receiving the instructions or decision appeal to the Executive Engineer, who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Executive Engineer shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.

If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from receipt of the decision shall indicate his intention to refer the dispute to Arbitration failing which, the said decision shall be final and conclusive.

CONDITIONS OF CONTRACT

Further deposit

Clause 1- The persons whose tender is accepted (herein after called the contractor) shall within one week after his or their tender has been accepted, deposit with the Government of Uttar Pradesh (here in after called the Government) either in securities as provided in paragraph 614 of the Financial Hand book, Volume VI such sum as will with the earnest money deposited with the tender amount to Rupees..... and where any securities so deposited is not payable to bearer, the contractor shall endorse or transferit 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. Before entering into the agreement, the contractor shall deposit security amount @ 10% of the Estimated cost up to Rs. 40.00 lac. If the Estimated cost is more than Rs. 40.00 lac the Contractor will have to deposit Rs. 4.00 lac + @ 5% of cost above Rs. 40.00 lac of estimated cost in form of Fixed Deposit receipts or Guarantee Bonds of any Nationalized Bank in India.

Deduction from payment

Security Deposit

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

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

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

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

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

as shown in the tender.

(Clause 2-B to be used instead of Clause 2-A when the later is from the nature of the work impracticable).

Compensation for delay.

Clause 2-B— Time is the essence of the contract. The contractor shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The Contractor shall at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further, in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity (as theEngineer 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 theEngineer may determine) of the work before one-half of such time has elapsed; and three-fourths of the value or quantity (as theEngineer may determine) of this work before three fourths of such time has elapsed. If the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent of such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the estimated cost of work as shown in the tender.

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 the security deposit (whether paid in one sum or deducted by installments) the Engineer shall have power to adopt such of the following courses as he may deem best:

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

(b) He may, after giving the contractor days notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay 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 as to its cost and value shall be final and conclusive against the contractor.

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

(ii) If the Engineer does not desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract; and shall not be entitled to recover or be paid or be given credit for any sum for any work therefore actually performed by him under this contract, unless and until the..... Engineer or acting under his order shall have certified in writing the Performance of such work and the value thereof the Contractor shall only be entitled to be paid the value as so certified.

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

Contractor remains liable to pay compensation if action not taken under clause 3.

Clause 4— If the Engineer exercise any of the powers given to him by clause 3 he may, if he so desires take possession of all or any tools plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and pay or allow the contractor for the same at the contract rate, or in the case of these not being applicable, at current market rates to be certified by the Engineer, whose certificate thereof shall be final, and if theEngineer does not desire to do so, the.....Engineer may, by notice in writing to the contractor or his clerk or the work's foreman or

Power to take possession of or require removal of or sell

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

Extension of time

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

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

Payment on inter-
mediate
certificate to be
regarded as
Advances.

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 payments will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Engineer or from requiring the contracts to remove or reconstruct or re-erect any work on the ground that such work is bad,

Inability to
complete the work.

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

Lump sum 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 the question is not in the opinion of the Engineer-in-Charge, capable of measurements in which case the Engineer-in-Charge, may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.

Bill to be
submitted
monthly.

Clause 10— Every month on or before a date to be fixed by the Engineer-in-Charge the contractor shall if so

required, submit a bill for all works executed by him during the previous month and the Engineer-in-Charge shall take or cause to be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible. if the contractor does not submit his bill within the time so fixed, the Engineer-in-Charge may after giving the contractordays 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 drawn up shall be binding on the contractor. If the contractor fails to attend when such measurements are taken, such measurements shall be binding on him, and if he attends but refuses to sign the list of measurements, the matter shall be referred to the immediate superior of the Engineer-in-Charge whose decision shall be binding on the contractor.

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 charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these condition; and not mentioned or provided for in the tender, at the rates here-in after provided for such work.

Stores supplied by government.

Clause 12— If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being soas far practicable and for the convenience of the contractor specified in the Schedule hereto annexed but not so as in any way to control the meaning or effect of this contract), the contractor shall

be supplied with such materials and stores as may from time to time be required by him for the purposes of the contract but only for such purposes and he shall pay for the same at the rates specified in the said Schedule or if no rates are so specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become the property of the contractor, but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Engineer, except with the written permission of the Engineer, and shall at all times be open to inspection by the Engineer- in-Charge. The Engineer shall, however, have the option to take over any such materials, if unused at the time of the completion or termination of the contract at the specified issue rate or the current market rate, whichever is less.

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

Stores imported from Europe to be obtained from Government.

Clause 14— The contractor shall obtain from the stores of the Engineer-in-Charge, all such imported stores or materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contract and if they are not entered in the Schedule they will be debited at the cost price, which for the

purpose of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Engineer may issue materials to a contractor from existing stock if he ask for any excess of these entered in the schedules. In such cases the price charges will be stock rate or the market rate whichever is greater.

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

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

Alterations, specification and designs.

Clause 16— The Engineer-in-Charge shall have power to make such alteration or additions to, the original specifications, drawing, design and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to with any instructions which, may be give in writing signed by the Engineer- in-Charge, and such alternations shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as per specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportions. If the additional work includes any item for which no rate is specified

Do not invalidate contract

Extension in time in consequence of alterations.

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

hereunder, then the contractor shall carry out the work at the rate entered in the Schedule of Rates of the District but if the Schedule does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-Charge with the approval of the officer accepting the contract, and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-Charge may by a 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 Engineer shall be final and binding on the contractor.

No Compensation or alteration in or restriction of work to be carried out

Clause 17— The Engineer acting on the written orders of his immediate superior, may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut if 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 up to the date on which such notice is received by him. Such expenses shall be assessed by the..... Engineer, whose decision shall be final and binding on a the contractor. If the work is cut down, the contractor will be paid for the work as so cut down but in neither case will he be paid any compensation whatsoever for the loss or profit which he might have made if he had been allowed to complete all the work included in the tender.

Action & Compensation payable in case of hand work

Clause 18— If the Engineer-in-Charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that materials or articles

provided by the contractor are not in accordance with the contract, he may, notwithstanding that such work materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remedy such defects or to replace such materials or articles within a specified period of time.

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

Works to be open
to inspection.

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

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

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

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

Clause 19-D— The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum Wages Act or any enactment in supersession, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have effect in the State of Uttar Pradesh and the Rules and

Regulations madethere under or any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor with the compliance or such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender

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

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

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

Clause 19-F— The contractor will request the Employment Exchange to provide him labour on wages to be maintained by him which shall not be less than fair wages for the locality of the work fixed by the Engineer consultation with the District Magistrate concerned. He will also specify the period of the supply of labour which shall not

be less than a week from the date of contractor's request for labour of the Employment Exchange. If the Employment Exchange fails to supply labour within the specified period the contractor will have the option to engage labour from other sources.

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

Contractor or
responsible agent
to be present

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

Notice to be given
before work
covered up.

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

Direction of work.

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

Decision of Engineer to be final, contractor liable for damages done and for imperfections

Clause 23— If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land or ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause due to negligence of responsibility (the decision of the Engineer shall be final), the contractor shall at his own expense make good such damage, or In default, the Engineer-in-Charge may cause the same to be made good and the contractor, shall pay any expenses so incurred and the certificate of the Engineer-in-Charge as to the amount of such expenses shall be final and binding on the contractor.

Contractor to supply plant, ladder, scaffolding etc.

Clause 24— The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming

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

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

Female labour not to be employed

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

Work not to sublet.

Clause 26— The contractor shall not assign or sub-let the contract without the written approval of the..... Engineer and if the contractor does or attempts so to or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors, or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity ,gift,loan,perquisite, reward or advantage pecuniary or other-wise to any public officer or person in the employ of Government in any way relating to his office

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

or employments, or if any such officer 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 Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

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

Clause 27— Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the act or default in respect of which the same becomes payable without proof of the actual amount or damage of 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 rule I, such work shall be carried out in accordance with the district specification, and if there is no district specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-in-Charge.

Definition of work

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

Contractor's percentage whether applied to net / gross amount of bills,

Clause 31— The additions and deductions on account of the percentage referred to in the accepted tender will be calculated on the gross, and not the net amounts of the bills for the work done.

Clause 32— (1) In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1932, Government is obliged to pay compensation to a workman employed by the contractor or by any sub-contractor from him in the execution of the work government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, subsection (2) of the said act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contact or otherwise.

(2) Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs which government might become liable in consequence of contesting the claim.

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

Clause 34. (A) (i) If the contractor considers any record or ruling of the Engineer-in-charge or of his representatives in respect of any of the provision of this contract to be unfair or considers any work demanded by him to be outside the requirements of the contract he shall immediately, ask upon such record or ruling being made or such work being demanded, in writing for written instruction or decision or decisions, on receipt where of he shall proceed without any delay to conform

to the written instruction or decision he may file written protest up to the Engineer-in-charge stating record in the manner herein specified and within the limit stated ruling instructions or decisions of the Engineer-in-charge shall be Conclusive and binding on contractor shall be considered as written instructions or decision, subject with the protest objection as herein worded.

(ii) If the contractor is dissatisfied with the final decision of the Engineer -in-charge on the protest of objection made by the contractor in accordance with the perocedure prescribed in clause 34 (A) (i) the contractor may within twenty eight (28) days after receiving notice of such decision give notice in writing to the Engineer-in-charge requiring that matter be submitted to arbitration and furnishing detailed particulars of the dispute of difference specifying clearly the point at decision of the Enginer-in-charge shall be conclusive and binding on the contractor

(iii) If work under the contract has been completed when a dispute is continued during the arbitration proceedings. & no payment due to the contractor within the provision of the shall contract be with held on account of arbitration proceeding unless authorized or required by the arbitrator.

Clause 34 (B)

(i) Every dispute difference of question which may at any time arise between the parties here to or any person claiming under them touching of arising out or in respect of this deed or the subject matter there of 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 the duties as Government servant he has expressed views on all or any of matters in dispute of differences in the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason shall either enter upon the reference himself or appoint another person to act as or arbitrator. Such person shall act from this stage it was left by his predecessor.

Subject as aforesaid the provisions of the arbitration Act 1940 or any statutory modification to be reenactment 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 with the consent of the parties enlarge the time for making the publishing the award.

(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 referred to arbitrator at all.

(iii) The party in invoking the arbitration shall specify the disputes or disputes to be referred to arbitration together with the amount claimed in respect of each dispute.

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

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

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

Clause 38— No extra payment shall be made to the contractor for making profiles and 'NAMUNAS' in connection with the execution of work as per G.O. No 355-3B 66XXIII-1B-II Dated 22-06-1966. .

Clause 39 -During the course of construction if any emergency is forwarded due to any claims of work the contractor shall send a registered notice to the Engineer-in -charge within a fortnight of the origin of claims. If he fails to do so or if he postpones submissions of such claims till the completion of work he will be entitled to no compensation.

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

Clause 41:— The agreement is subject to the standard specification. The clearance of site shall be done by the contractor at his own expenses.

Clause 42:— Income-Tax on all payment or on the gross value of work done (including cost of materials) or at rate in force as per rules at the time of payment shall be deducted at source of the payment in terms of Income-Tax Act.

Clause 43 - For family planning purpose in contract. The contractor agreed to pursue all his labour and other employees including casual labour employed by him, to adopt family planning techniques (including vasectomy and Tubectomy) in line with the 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 furnish to Engineer-in-charge monthly report in the belief as per G.O.No. 5032/76-22/c-3/1975/76 dated 8 sept. 1976.

Clause 44 - Thirty percent of the payment due to contractor may be made in the form of gains which shall be made available to him from any of the godowns of F.C.I. The grains at the rate made available to the contractors shall have to be accepted by the contractor prescribed by the Government.

Clause 46 - All the work during the progress and after completion should be subject to the technical examination by the Technical Examiner/Technical Audit cell, Irrigation Department U.P. Any defect of material or workmanship & as pointed out by the Technical Examiner established as such shall be liable to reduction of rate considered necessary shall be received from contractor even if it has been accepted by the Engineer-in-charge.

Clause 47 - Govt. shall have the right to accept at reduced rate sub-standard defective work or running and final bill of the contractor including all supporting voucher attached etc. to be made before or after the payment of final bill and as a result of which acceptance of sub-standard or defective work audit and technical examination, any sum if found to have been actually excavated to contractor shall be liable to refund the amount of over payment and it shall be lawful Govt. to recover the same from him in the manner prescribed in clause-1 above or any other manner legally permissible under payment may be duly paid by Government to the contractor provided the sub-standard or defective work accepted is not considered to be seriously defective by the Engineer-in-charge. The rate of the work accepted is suitable reduced by binding him to compensate the Govt. and reduction will be binding on the Contractor.

IRRIGATION DEPARTMENT, UTTAR PRADESH

VII Circle, Irrigation Works, Lucknow

Name of work:- **CONSTRUCTION OF VRB AT KM 1.100 OF PRATAPGANJ DY.**

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 passed on a board hung up in the office of and signed by the Engineer.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, 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 account of work when executed by a firm must also be signed by the several partners except where the contractors are decried 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, Tenderer 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 contents any other conditions of any sort, of are not filled up in English or accompanied by the deposit or earnest money notified, will be liable of rejection. Tenders shall have the name of the work

to which they refer written outside the envelope.

5. (i) 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 amount 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 here with shall there upon be given to the contractor, who shall there upon 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 he will open and deal with them in the manner specified above, and will submit them to the Engineer for orders. The earnest money if in currency notes shall be credited in the cash-book and paid into the Treasury, a receipt in account form no. 3 being given to the party tendering. If earnest money is preferred in any of the securities specified in 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 tenderness as soon as their tenders are rejected the usual stamp receipt being taken.
6. The accepting authority shall have the right or 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..... and the contractor shall be responsible for seeing that he procures a receipt signed by
8. The memorandum of work tendered for shall be filled in and completed in the office of the before the tender form is issued.
9. The amount of earnest money should ordinarily be:-

	<u>Rs.</u>
(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 5,000 a further sum of	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 Handbook Volume V, Part I, Account Rules and receipts treasury challan attached to the tender.

Note:- The Officer calling for the tender may in special cases where it would be inconvenient for tenders to deposit money into Government treasury relax the rule, and permit contractors deposit earnest money with him in cash of currency notes up to 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) General description.

(b) Estimated cost Rs.....lac.

(c) Earnest money Rs.....lac.

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

(a) If several sub-works are included they should be detailed in a separate list.

(b) vide Rule 9 on ID form 112/2

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

N.B.-(When tender are to be submitted at a percentage above or below the rate in the sanctioned estimate, the information in all the columns should be filled by the)

works when contractors are required to quote their own rates for the different items of work the columns (f) should be left blank for tenderers to fill in.

Item No.	Item	Approximate number or quantity	Unit	Per	(c) TENDERED		
					Rate -----		
					(d) SANCTIONED		
					(f) in figure	(f) in words	
					Rs.	P.	

"I" or "We"

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

+ or

Strike out the alternative and attach signature to it

* Tender at the above rates.

Should this tender be accepted * hereby agreed to abide by the 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 of Uttar Pradesh or his successor-in-office the sums of money mentioned in the said conditions.

**Give particulars and numbers

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 1 of the conditions of contract.

Signature of witness to contractor's signature

Dated the day of, 2018

Witness

Address

Occupation

Signature of contractor before submission of tender

*

+

Here enter recommended or not recommended" signature

Date

Sub-Divisional Officer Sub-Division

*

+

o

f

Date.....

w

o

Executive Engineer, Barabanki Division Sharda Canal, Barabanki.

*

+

Signature and official designation of the accepting authority

Date.....

Superintending Engineer, VII Circle, Irrigation Works, Lucknow.

The above tender is hereby accepted by me on behalf of

Governor of Uttar Pradesh.

Dated the day of, 2018

Schedule- A

Bid of Quantities

Name of Work: CONSTRUCTION OF VRB AT KM 1.100 OF PRATAPGANJ DY

Name & Address of Contractor/Firm:-.....

S. No.	Name of Item	Unit	Approx. Quantity	Rate	
				In Figures	In Words
1	2	3	4	5	6
1.	Earthwork in excavation of foundation all type of soil including wet soil all lead and lift with proper disposal as per direction of engineer-in-charge.	Cum	547		
2.	Laying CC 1:3:6 in foundation of abutments, wing walls with cement coarse sand 20 mm to 40 mm size stone ballast including cost of all material labour and T & P etc. required for completion of the work	Cum	79		
3.	Class 150 sub Class "A" brick work in 1:4 in Abutment wing wall & parapet with cement, coarse sand including coat of all material labour and T&P etc. required for the completion of the work.	Cum	133		
4.	Class 150 sub Class "A" brick work in 1:3 in pier with cement, coarse sand including coat of all material labour and T&P etc. required for the completion of the work.	Cum	59		
5.	Centering and shuttering for C.C. & R.C.C. work other than building including all material labour and T&P etc. for proper completion of work.	Sqm.	153		
6.	Cutting bending, binding and placing in position reinforcement steel including cost of material, labour and T&P etc. required for completion of work.	MT	4		
7.	Laying R.C.C. 1:1.5:3 in slab and other R.C.C. work with cement, coarse sand & 4.75 to 20 mm gauge Kabrai stone grit including cost of all material, labour and T&P etc. required for proper completion of work.	Cum	44		
8.	CC 1:1.5:3 with cement coarse sand 4.75 to 20 mm gauge kabrai stone grit including cost of all	Cum	7.5		

	material, labour and T&P etc. required for proper completion of work.				
9.	CC 1:2:4 with cement coarse sand 4.75 to 20 mm gauge kabrai stone grit including cost of all material, labour and T&P etc. required for proper completion of work.	Cum	63		
10.	Struck deep cement pointing on brick work up to 3.0 m in 1:2 C.M. coarse sand including cost of all material labour and T&P etc. required for completion of work.	Sqm.	150		
11.	Brick on Edge soling and pitching including all material labour & T&P etc.	Sqm.	476		
12.	E/w in making ramp in all type of soil including all lead and lift proper dressing and manual compaction as per direction of Engineer-in-charge	Cum	906		
13.	E/w in strengthening of bank U/s and D/s including all lead and lift proper dressing and manual compaction as per direction of Engineer-in-charge	Cum	1115		
14.	Hiring of 5 HP diesel pump for dewatering including operator and POL of running hours.	Hours	1920		
15.	E/w in making canal diversion & strengthening U/s and D/s including all lead and lift proper dressing and manual compaction as per direction of Engineer-In-Charge.	Cum	8250		
16.	E/w in removing canal diversion & strengthening U/s and D/s including all lead and lift proper dressing and manual compaction as per direction of Engineer-In-Charge.	Cum	8250		

SCHEDULE-"B"

Schedule of Issue of materials

Note:-

- 1 No material will be issued to the contractor by the Department.
- 2 Contractor himself will arrange all materials as required.

SCHEDULE-"C"

Schedule of Consumption of materials

SCHEDULE-"D"

Schedule of hiring equipment by contractor

All machinery T&P etc. required for completion of work shall be arrange by the contractor.

Schedule "E"

VII Circle, Irrigation works, Lucknow

Name of Work :- CONSTRUCTION OF VRB AT KM 1.100 OF PRATAPGANJ DY.

Tender Notice No.:- 01/SE-VII/2018-19

S. No.	Time Period	Target Progress	Remarks
1	2	3	4
1	Up to $\frac{1}{4}$ of the total time	25 %	
2	Up to $\frac{1}{2}$ of the total time	50%	
3	Up to $\frac{3}{4}$ of the total time	75%	
4	Up to full time	100%	

TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.01 All the items of works under this contract shall be carried out in accordance with the detailed Irrigation Deptt specifications published under the order of Chief Engineer, Irrigation Department, UP and printed by superintendent Printing and Stationary Allahabad in 1954 (copy of detailed Irrigation Department) specifications are available in the Officer of Executive Engineer and also in the Officer of Engineer in charge which can be seen in the office on request and if required contractor may take notes for them and as directed by Engineer- in-charge except in so far as amended or supplemented by the following
- 1.02 In case of any discrepancy between the aforesaid two the latter shall prevail
- 1.03 Contractor shall install hand-pump to ensure adequate supply of water for the construction and drinking water for labour at his own cost. He shall maintain the hand pump in good condition throughout the period of execution of work.
- 1.04 The contractor shall prepare and maintain a pucca water tank of size 3m x 3m x 1m at his own cost to store clean water for construction; the water tank shall be constructed as per direction and specification on given by the Engineer In charge.

2. Excavation in Foundation

- 2.01 The earthwork in foundation trenches shall be done to the exact depth and width of the lowest step of footing in all types of soils, kankar Charri or Bajri or any other type of soil or stone.
- 2.02 The sides of the trenches shall be left plumb where the nature of soil permit it but the sides must be sloped back or stored up carefully as per direction of Engineer In charge where the soil appears likely to fall in or, the depth of trenches exceeds 1.50 meters, The excavation is carried out in such a manner that the side slopes are stable and safe for workman. The contractor shall be responsible for any loss or damage to works or injury to workman due to slipping of the sides of any excavation of embankment etc
- 2.03 No excavation material shall be placed within
 - 2.031 Meter from the edge of any trench
 - 2.032 Finish of foundation Trench
- 2.04 The bottom of the foundation trenches must be perfectly level both longitudinally and transversely and stings where indicated in the plans or ordered by the Engineer-In-charge must be squarely benched, the bottom of the trench shall be slightly watered and well rammed
 - 2.042 If any soft places come to light on inspection or by ramming they shall be dug out and dealt with as ordered by Engineer-In-charge.
 - 2.043 Roots of all trees and plants encountered in digging trenches shall be removed completely upto a distance 50cm on side and bottom of trench and shall then be

- burnt and some red with boiling coal tar at the expenses of the contractor. The hole thus occurring in the trench shall be filled with cement concrete to make it flush with the bottom or inside of the trench as directed by Engineer-In-charge.
- 2.044 The holes caused by removal of any boulder shall also be filled by cement concrete
- 2.045 The concrete needed to fill up the cavities etc. as per para 2.043 and 2.044 shall be the provided for foundation concrete and will be payable in that item.
- 2.046 Excavation shall be carried out to the required bottom level of foundation. Any excess excavation done shall not be paid. For such extra excavation done shall have to be filled up with the concrete 1:6:12 by the contractor at his own expense Cement shall be charges at stock issue rate.
- 2.05 Disposal of excavation earth.
- 2.051 The contractor can be directed by the Engineer-In-charge to dispose of the excavated material as specified with in a distance of 30 M in approaches or embankments without entitling the contractor for any extra payment on this account
- 2.052 In case the excavation material is allowed to be used by the Engineer-In-charge, in filling the foundation trenches the earth shall be placed in layers of not more than 20cm depth, watered and well rammed to the satisfaction of Engineer-In-charge and no payment shall be made to the contractor for any lift/involved in the disposal of the excavated material
- 2.053 No extra payment shall be made to the contractor for any lift/involved in the disposal of the excavated material
- 2.06 Finds :- Any finds made on the site such as relies of antiquity, coins, fossils or other articles of value and any useful building material or trees etc. shall be delivered to the Engineer-In-charge and will be the property of Government.

3.0 Form work for foundation concrete

- 3.01 Forms for placing the concrete shall be provided by the contractor whenever necessary and whenever required by the Engineer-In-charge such forms shall be substantial and no yielding to withstand the stresses caused during placing tamping or vibrating the concrete. They shall be stable so that the concrete placed tamping or vibrating the concrete. They shall be stable so that the concrete placed in them conforms to the design, dimensions and contours. The Joints shall be tight enough to prevent any leakage of mortar. The inner surface removal of forms without shock or, vibration and without consequent tearing off concrete.
- 3.02 In ordinary circumstances the stem of form work is in the stem of cement concrete in foundation but shall be paid extra where due to site conditions the foundation trenches cannot be excavated to the exact dimensions as provided in the drawings and special arrangements have to be made by the contractor to provide form work as per directions of the Engineer-In-charge in writing.

- 3.03 The rate for form work shall be quoted as per Sq. Meter of the contract area of concrete with which the form work shall come in to contact after the finished item of concreting.

4.0 Earthwork in Back Filling

- 4.01 Earthwork in back filling shall be done with soil obtained from barrow area approved by Engineer-In-charge.
- 4.02 The soil shall be spread in horizontal layers of not more than 20cm, height, It shall be then sprinkled with water, if so directed by Engineer-In-charge and rammed till the layer is reduced to 15cm thickness.
- 4.03 The soil shall be spread in horizontal layers of not more than 20cm, height; It shall be then sprinkled with water, if so directed by Engineer-In-charge and rammed till the layer is reduced to 15cm. thickness.
- 4.04 The tendered rates shall include excavation of the materials all leads and lift, disposal and excavation as directed by Engineer-In-charge and all labour T&P Require for proper completion of work.

5.0 Cement Concrete in (All Mixes)

- 5.01 The concrete shall consist of Portland cement 43grade fine & coarse aggregate mixed with water in proportion as provided in Bill of Quantity and specified by the Engineer-In-charge.
- 5.02 The rate shall be for finished item of work as per specification of detailed Irrigation Specification per cubic meter of concrete laid in position including cost of all materials, labour, T&P curing finishing taxes etc.

6.0 Specifications for Coarse Aggregate.

- 6.01 Specified Coarse aggregate shall be obtained from hard m-150 bricks r, straight over burnt bricks but not excessively burnt or, 'Jhama' bricks or under burnt bricks. Any bricks which may appear porous as well as those which show any sign of containing salt or any other foreign material shall be discarded and removed from the site before breaking the bricks.
- 6.02 The size of the coarse aggregate shall conforms to ISI-383/1970 for graded aggregate of 40 to 20mm Normal size i.e. all aggregate shall pass through I.S. sieve of 63mm but not more than 10% shall pass through 40mm I.S. mesh sieve.
- 6.03 Any rejected material shall have to be removed from the site within 48 hours of the written orders of the Engineer-In-charge otherwise the same shall be removed by any other agency and the cost so involved shall be recovered from the contractor.
- 6.04 The brick ballast shall be broken at site It shall then be transported and stacked on the platform, the stacked brick ballast shall be free from Surkhi, level straw or any other foreign matter. No. breaking shall be allowed on the platform.

- 6.05 The platform for stacking brick ballast shall be prepared with clean bricks laid with frigs downward.
- 6.06 After immersion in water at ordinary temperature for 24 hrs. absorption by weight shall n ot exceed 12 percent.
- 6.07 The required quantity of material shall be collected at site and approved by Engineer-In-charge before it is used.

(B) Shingle 6mm to 12mm

- 6.08 Shingle to be used shall be arranged by the contractor at his own cost. It shall consist of a naturally graded river bed material of Lal Kuwan and Haldwani quarry where required quantity of material may be available. It shall be screamed suitably to conform to the required size.
- 6.09 No undersize shall be allowed, over size material upto 5% (wigh 30mm maximum size can be permitted). It shall be hard, strong, dence, durably, clean and free from veins, alkalis, vegetable matter and other deleterious substance.

(C) Specification for Fine Aggregate

- 6.10 the fine aggregate shall conform to specification as per ISI 3783-1970 and shall have Fineness modulus for masonry works and for reinforced concrete or plain concrete works it shall be in between 2.3 to 2.6(Hamirpur Coarse sand)
- 6.11 No mixing of sand of different fineness modulus shall be allowed to achieve the above fineness modulus.
- 6.12 The fine aggregate shall be dry and free from and foreign matter and harmful impurities.
- 6.13 Bulking : Extra quantity of material shall be mixed as per bulkage to be observed and approved by the Engineer-In-charge at site.
- 6.14 The required quantity of material shall be graded at site and approved by Engineer-In-charge before it is used.

(D) Cement

- 6.15 One bag of cement shall be assumed to contain 1.20 cft. (48 to 50 Kg.) of cement and shall be used as such unless from appearance the bag appears to contain lesser cement. In such the sample weighing of the cement bags shall be done and mixing shall be done by weight and no cement shall be issued on this account contractor should ensure of the correct content and quantity in the bag before taking delivery from store after which the responsibility of correct and quantity in the bag will rest with the contractor.
- 6.16 Cement issued to the contractor shall be stored by him in dry state in water pro of structure so as to avoid its deterioration by absorption of moisture.
- 6.17 The cement that has deteriorated or is spoiled after issued to the contractor shall not be used on works and shall be destroyed under the instructions of Engineers-In-charge. The cost of such cement shall be recovered from the contractor at twice the issue rate.

- 6.18 All empty cement bags shall have to be returned to the store in good conditions regularly otherwise the cost of the same shall be deducted from contractor's bill as per subject to the approval of Engineer-in-charge.
- 6.19 The contractor shall not hold large stocks of cement. The issue of cement shall be subject to the approval of Engineer-in-Charge.
- 6.20 The contractor shall maintain a register form showing the receipt and consumption of cement on the form prescribed below which shall be available for inspection by any representative for the department. It will be the responsibility of the contractor to preserve the register up to the final payment of the work. The similar register to be maintain by the Junior Engineer-in-charge of the work, the daily balances of which he shall get it signed by the contractor or his legally authorized agent. This register shall be disposed by him with final bill.

Date	Opening Balance	Receipt During the day	Consumption During the day	Closing Balance	Signature	
					Contractor	J.E.
1	2	3	4	5	6	7

7.0 Mixing and Laying of Concrete

- 7.01 The mixing and laying of concrete shall be done as per detailed Irrigation specifications.
- 7.02 The mix shall be in proportion as specified in bill quantity and shall be by volume the quantity of water to be mixed for preparation of concrete will be fixed by the Engineer-in-charge at site and in no case quantity of water will be increased or decreased than the quantity so fixed unless otherwise desired by Engineer-in-charge.
- 7.03 The contractor shall give in writing a notice to the Junior Engineer and Engineer-in-charge regarding the time of concreting at least 3 days in advance. Any concrete laid in absence of a Junior Engineer or, Assistant Engineer is liable to rejected by the Engineer-in-charge. The contractor shall have to remove such rejected concrete from the site of work within 48 hours of the written orders of Engineer-in-charge at his own cost otherwise the same shall be removed by employing and other agency and the cost otherwise the same shall be removed by employing and other agency and cost so involved shall be recovered from the contractor and the cost of materials used in such concrete issued by Govt. stores shall be recovered from the contractor at twice the issue rate. The presence of the Depart mental officials at the time of concreting shall not absolve the contractor from his responsibility of executing the work as per specification and from any defects that may develop in the executed work.
- 7.04 The contractor shall arrange sufficient skilled and unskilled labour and T&P etc. so that the concreting completed within 10 hrs. unless restricted by working space or, site conditions.

- 7.05 In case due to unavoidable circumstances, the concreting is proposed to be done in darks hrs. Sufficient arrangement for proper light shall be done by the contractor at his own cost.
- 7.06 The concrete mixer and vibrator can be issued to the contractor by the department on specified rent, If available with the department. But the contractor shall not be entitled for any claim on this account and he shall have to make his own alternate arrangements as per direction of Engineer-in-charge for concreting.
- 7.07 The contents of the mixer shall be completely discharge before a new batch is loaded into the mixing drum.
- 7.08 re-tampered partially set and slump concrete shall be rejected and the cement consumed here in shall be charged from the contractor at issue rate.
- 7.09 The contractor shall have to make arrangements at his own for the transportation of concrete mixer and vibrator etc. to site work and back to stores or the site to be specified by the Engineer-in-charge.
- 7.10 The concrete shall be consolidated by mechanical vibration so as to exclude air pockets and to obtain impermeable concrete but where this may not be possible spreading, ridding and tamping as approved by the Engineer-in-charge shall be done instead.
- 7.11 Facility and necessary labour for obtaining concrete for tests shall be provided by the contractor. The concrete used in these tests shall not be paid for.
- 7.12 If, at any time, the Engineer-in-charge feels that the curing is not being done the contractor by the contractor ne may employ labour for this work debatable to the contractor.
- 7.13 All water used for curing shall be free from silt, colouring mattering and other impurities which may stain or damage the concrete.
- 7.14 Concrete that is damaged by any cause and concrete which is honey combed, fractured or, otherwise defective shall be dismantled removed and re-laid by the contractor at his own cost as per direction of Engineer-in-charge and cost of materials used in such concrete issued by Govt. Stores shall be recoverable at the twice stock issue rates.
- 7.15 All exposed surfaces of concrete shall be finished as per direction of Engineer-in-charge.
- 7.16 The rate will be for one cubic meter of concrete laid and shall include the cost of work but excluding item of steel reinforcement and centering and shuttering. Rate will include cost of all finishing and curing also.
- 7.17 All concrete shall be laid in approximately horizontal layers not to exceed 50cm in thickness unless otherwise directed by the Engineer-in-charge. Slabs & T beams shall be placed in one course unless otherwise authorized. A minimum interval of 72 hrs. should lapse after laying of one lift of concrete before the next is placed over it.
- 7.18 Construction joints shall be prepared to receive the succeeding lifts and suitable shear keys shall be provided at the construction Joints as directed by the

Engineer-in-charge without any extra charge. A coat of cement slurry on previous lift shall be given before placing the concrete of the next lift for which nothing extra shall be payable to the contractor.

8.0 Brickwork

- 8.01 The brick work shall be done as per specification of the detailed Irrigation Deptt. specification.
- 8.02 The M-150 bricks shall conform to the specification for 1st class bricks attached in the contract Bond (to be applicable when bricks are not issued by the department stores and contractor has to use his own bricks).
- 8.03 The mix of the mortar/mix shall be as per bill of quantity of the contract bond and cement and sand shall be mixed in proportion as specified by the Engineer-in-charge and as per specification by volume, the quantity of water to be mixed for preparation of mortar will be fixed by the Engineer-in-charge at site and in no case the quantity of water will be increased or decreased than the quantity so fixed unless otherwise so desired by the Engineer-in-charge.
- 8.04 The sand shall have fineness Modulus between 1.3 to 2.3 (Coarse kalpi sand) and shall conform to specification.
- 8.05 No mixing of sand of Fineness Modulus should sand of be permitted to achieve the above Fineness modulus.
- 8.06 Bulking extra quantity of sand shall be mixed as per bulkage to be observed and approved by Engineer-in-charge.
- 8.07 The bricks shall be soaked in water as per specification no 37 and then shall be removed from the tank sufficiently in advance so that at the time of laying they are Dry. Such soaked bricks shall be stacked on wood planks or, bricks platform to avoid earth being smeared on them.
- 8.08 For 'Face work' only selected brick with best shape and most uniform colour shall be picked out and used No extra payment shall be made to the contractor on this account.
- 8.09 The face joints shall be raked to a minimum depth of 12mm by raking tools daily during the progress of work when the mortar is still green so as to provide proper key for plaster or pointing.
- 8.10 The brick work shall be kept moist for a period of at least 10 days after laying by repeated sprinkling of water. At the end of each days work the tops of the walls should be flooded with an Inch of water, small mortar edgings being made for this purpose.
- 8.11 On the finish of days work the top surface and fresh brick work will be cleaned of all mortar and joints raked to a depth of 12mm by wire brush and raking tool.
- 8.12 Rate : The rate for the item will include cost of all materials labour, carriage, scaffolding, all T&P raking curing etc. for complete item of the work per cubic meter.
- 8.13 All brick work shall be perfectly in accordance with the detailed drawings trace to the dimensions and in proper bond, the contractor shall have to dismantle and

replace the masonry at his own cost, if it does confirm to the prescribed size, shape and quantity.

8.14 Nothing extra for masonry in warped wings, slopes shall be paid for

8.15 The size of bricks mentioned in Schedule 'C' are generally 23x11x7 cms. The 5% variation in any or in all dimensions is admissible. The contractor shall not be entitled for any claims on account of the shape and size of the bricks.

9.00 Grouted Brick Pitching

For Grouted Brick Pitching sub grade will be prepared in accordance with the approved drawing and as per direction of Engineer-In-charge.

Sub grade will be sprinkled with water well rammed and dressed to the desired scope as per direction of Engineer-In-charge.

The bricks of standard size as prescribed in para 8 will be placed in brick on edge position the number of bricks per sq. mtr. will be strictly as per I.D. specifications.

If bricks are use smaller size then prescribed I.D. specifications comparative deduction of rate will be done from the contractors bill.

For Grouting work mortar 1:4 will be used. The consumption of mortar will be as be I.D. specification and any excess consumption will be recoverable from the contractor bill @ punitive rate.

Toe wall & panels for pitching work will be constructed as per direction of Engineer-in-charge.

Toe wall & Panels

Earth work in foundation shall be done as per specifications.

Cement Concrete in Foundation

Cement concrete in foundation shall be done as per specifications.

Brick Work

Brick work in toe wall and panels will be done as per approved drawings and accordance with para 8 of this specification for direction of Engineer-in-charge.

10. Plaster and Pointing

10.01 The work shall be executed as per Irrigation Deptt. detailed specification.

10.02 Plaster & Pointing shall be at least half an inch thick and shall be kept wet for period of sum days after application.

10.03 The mix of the mortar shall be specified in Bill of quantity and specified by Engineer-in-charge.

10.04 The mortar shall be prepared as per Irrigation Deptt. Detailed specification.

10.05 Fine Aggregate

10.51 The sand used shall be conforming to ISI 383-1970

10.52 The sand used will be coarse sand and shall have fineness modulus between 1.25 to 1.70

- 10.06 While suspending at the end of the day, the plasters shall be left out clean to time both vertically and horizontally, when commencing the plaster, the edge of the old work shall be scrapped, clean and wetted with cement slurry before plaster is applied to the adjacent areas, to enable the two join together.
- 10.07 Any cracks in the plaster, or any parts which sound hollow when tapped or are found to be soft or which in not truly in plumb and level or, otherwise defective shall be cut out and replaces at contractors expense, the cost of any material issued from Govt. Store so wasted shall be recovered at twice the stock issues rate.
- 10.08 The rate will be for one sq. meter of the plastered and shall be for completed item of work inclusive of cost of materials, carriage, labour, T&P scaffolding taxes etc. for proper completion or work.

11.0 Extension Joints

Transverse drainage of road way shall be given by providing a camber of 30mm or as per drawing and or instructions of the Engineer-in-charge. Longitudinal drainage shall be through cast iron or G.I. pipe to be supplied by the department free of cost. The lower type of these spouts shall protect below the bottom of the deck slab to ensure that drainage water falls clear of the slab. No extra payment shall be made to contractor for placing and fixing the spouts in position.

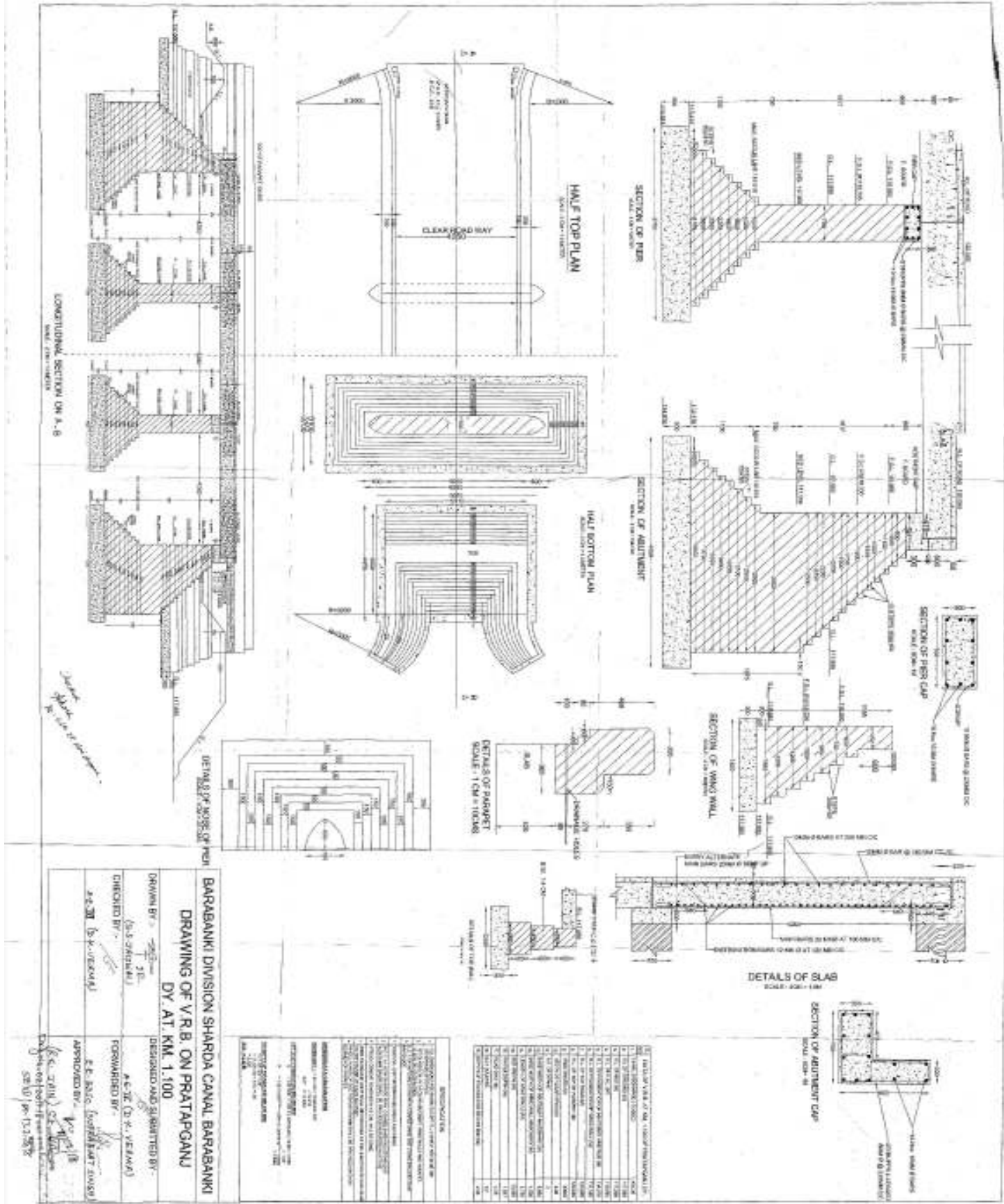
12.0 Site Clearance

Contractor shall remove all materials, T&P scaffolding debris etc. from the site within 15 days of the completion of work. Any camping site or huts made by the contractor for the labour will also be removed within times as given above site shall be left neat and clean, no payment shall be made to the contractor on this account. If the notice to the contractor and it the contractor and it the contractor fails to clear the site within 15 days of the receipt of the said notice, the said work shall be got done through any other agency by the specific order of the Engineer-in-charge and the expenditure so incurred by the Deptt. shall be received from the contractor's bill or any other amount outstanding with the department.

13.0 Safety Measures

- 13.00 Safety Measures the contractor during the excavation or work shall take all the necessary measures to avoid any accident. He shall provide suitable safety measures as mentioned below and also as directed by the Engineer-in-charge from time to time.
- (i) The contractor shall provide wooden railing all around any excavation by him. He shall also arrange to warn general public.
 - (ii) He shall also provided Lantern in the night at all such pieces where there is likelihood of any accident during the night under the care of Chaukidar who shall ensure that the Lantern is displayed throughout the night.

Drawing



BARABANKI DIVISION SHARDA CANAL BARABANKI
 DRAWING OF V.R.B. ON PRATAPGANJ
 DY. AT. KM. 1.100

DESIGNED AND DRAWN BY: *[Signature]*
 CHECKED BY: *[Signature]*
 APPROVED BY: *[Signature]*

NO.	REVISION	DATE
1	ISSUED FOR TENDERS	12/11/2018
2	FOR CORRECTION	12/11/2018
3	FOR CORRECTION	12/11/2018
4	FOR CORRECTION	12/11/2018
5	FOR CORRECTION	12/11/2018
6	FOR CORRECTION	12/11/2018
7	FOR CORRECTION	12/11/2018
8	FOR CORRECTION	12/11/2018
9	FOR CORRECTION	12/11/2018
10	FOR CORRECTION	12/11/2018