

WATER AND LAND MANAGEMENT INSTITUTE
(WALMI)

WALMI BHAWAN UTRETHIA

LUCKNOW - 226029

Tender Notice No.01/WALMI/2018-19 DATED 29.11.2018

Tender Documents

NAME OF WORK:

PROVIDING MESS FACULTY AT WALMI

**WATER
AND LAND
MANAGEMENT
INSTITUTE
(WALMI)
WALMI
BHAWAN
UTRETHIA
LUCKNOW -
226029**

From,

Deputy
Director
(Admn.)

Water
and Land
Management
Institute
(WALMI)

Walmi
Bhawan
Utrethia

LUCKN

OW

To,

M/s.....

.....

.....

.....

Sub:- Issue of Tender Document against Tender Notice No 01/ Walmi/ 2018-19 dated 29.11.2018 Providing Mess Facility at Walmi.

Dear Sir,

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

Please acknowledge its receipt immediately.

Encl. As above

Yours Faithfully

DDA (Admn.)
WALMI Lucknow

दर प्रपत्र

निविदा सूचना संख्या-01/वाल्मी/2018-19 दिनांक 29.11.2018 (निविदा खोलने की तिथि).....

फर्म/एजेन्सी का नाम	कार्य का नाम	मात्रा	मद का विवरण	फर्म द्वारा निविदित दरें (रूपयें सहित) (रूपयें)
1	2	3	4	5

<p>वाल्मी संस्थान में आयोजित होने वाले विभिन्न प्रशिक्षणों/कार्यशालाओं हेतु भोजन व्यवस्था (बेड-टी, नाश्ता, दोपहर का भोजन, सायंकालीन चाय व रात्रि भोजन) का कार्य</p>	<p>8000 डे डाइट</p>	सुबह की चाय		
		नाश्ता		
		दोपहर का भोजन		
		सायंकालीन चाय		
		रात्रि का भोजन		
		प्रशिक्षण के दौरान दो बार चाय के साथ बिस्कुट		
		(दर प्रति डे डाइट) योग		

नोट:- कार्य विवरण में अंकित चाय, नाश्ता व भोजन संलग्न विवरण के अनुसार

निविदादात
 I के
 हस्ताक्षर

प्रेषक,

उपनिदेशक (प्रशासन)
उ०प्र० जल एवं भूमि प्रबंध संस्थान (वाल्मी)
वाल्मी भवन उत्तरेटिया
लखनऊ

सेवा में,

निदेशक
सूचना एवं जन सम्पर्क विभाग
उ०प्र० लखनऊ

पत्रांक /वाल्मी/विज्ञापन/2018-19

दिनांक / /2018

विषय:- निविदा प्रकाशन कराने के संबंध में।

महोदय,

कृपया इस कार्यालय की संलग्न निविदा सूचना संख्या- 01/वाल्मी/2018-19 दिनांक 29.11.2018 के व्यापक प्रचार-प्रसार के लिए निविदा सूचना की 08 प्रतियां एवं साफ्ट कापी (सी०डी०) आपके इस अनुरोध के साथ प्रेषित है कि यह विज्ञापन प्रदेशीय एवं राष्ट्रीय स्तर पर प्रकाशित होने वाले किन्ही दो प्रतिष्ठित अधिकतम सर्कुलेशन वाले राष्ट्रीय दैनिक समाचार पत्रों (हिन्दी एवं अंग्रेजी) में प्रकाशित कराने एवं इसे उ०प्र० सरकार की वेबसाइट पर डलवाने की कृपा करें। साथ ही अनुरोध है कि संबंधित समाचार पत्रों को भी निर्देशित करने का कष्ट करें, कि समाचार की एक-एक प्रति नोटिस के प्रकाशन के उपरान्त इस कार्यालय को आवश्यक रूप से प्रेषित करें।

संलग्नक:- यथोपरि

भवदीय,

उपनिदेशक (प्रशासन)
वाल्मी लखनऊ

पत्रांक /वाल्मी/विज्ञापन/2018-19/तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. मुख्य अभियन्ता एवं निदेशक वाल्मी लखनऊ।
2. वित्त एवं लेखाधिकारी, वाल्मी लखनऊ।
3. प्रबंधक/सहायक प्रबंधक वाल्मी लखनऊ को वाल्मी की वेबसाइट पर प्रसारित किये जाने हेतु।
4. नोटिस बोर्ड।

उपनिदेशक (प्रशासन)
वाल्मी लखनऊ

कार्यालय
मुख्य अभियन्ता एवं निदेशक
उ0प्र0 जल एवं भूमि प्रबन्ध संस्थान (वाल्मी)
वाल्मी भवन, उत्तरेटिया लखनऊ

अल्पकालीन निविदा सूचना संख्या-01/वाल्मी/2018-19 दिनांक 29.11.2018

महामहिम राज्यपाल उ0प्र0 की ओर से जल एवं भूमि प्रबंध संस्थान (वाल्मी) लखनऊ में आयोजित होने वाले प्रशिक्षणों/कार्यशालाओं हेतु भोजनालय (मेस) की सुविधा उपलब्ध कराये जाने हेतु मुहरबन्द निविदायें अधोहस्ताक्षरी द्वारा दिनांक 17.12.2018 के समय 02 बजे अपरान्ह तक पंजीकृत/अनुभवी कैटरर्स/फर्म (टेकेदार) से निविदायें आमंत्रित की जाती है, जो संस्थान में रखे सीलबन्द निविदा बाक्स में डाली जायेगी। समस्त डाली गई निविदायें दिनांक 18.12.2018 को समय 03 बजे अपरान्ह उपस्थित कैटरर्स/फर्म (टेकेदार) के समक्ष अधोहस्ताक्षरी या उनके द्वारा अधिकृत प्रतिनिधि द्वारा कमेटी हाल वाल्मी में खोली जायेंगी। निविदा प्रपत्र दिनांक 08.12.2018 से 17.12.2018 तक कार्यदिवसों में पूर्वान्ह 10 बजे से सायं 05 बजे तक बिक्री हेतु वाल्मी संस्थान लखनऊ में उपलब्ध रहेगा।

क्र0 सं0	कार्य का विवरण	धरोहर धनराशि (रु0 में)	धरोहर धनराशि जिसके नाम बन्धक होगी	निविदा प्रपत्र का मूल्य (रु0 में)	कार्य पूर्ण करने की अवधि	अनुभव
1	वाल्मी संस्थान में आयोजित होने वाले विभिन्न प्रशिक्षण/कार्यशालाओं हेतु भोजन व्यवस्था (बेड-टी, नाश्ता, दोपहर का भोजन, सांयकालीन चाय, रात्रि का भोजन) का कार्य	18000.00	उपनिदेशक (प्रशासन)	300.00 +GST	तीन माह	सरकारी/अर्द्धसरकारी प्रशिक्षण अथवा शैक्षणिक संस्थान में भोजन व्यवस्था के कार्य का 03 वर्ष का अनुभव

मुख्य नियम व शर्तें

1. इच्छुक निविदादाता निविदा प्रपत्र कार्यालय, जल एवं भूमि प्रबंध संस्थान (वाल्मी), उत्तरेटिया लखनऊ से रु0 300.00+GST नगद भुगतान कर अथवा डिमाण्ड ड्राफ्ट जो उपनिदेशक (प्रशासन) वाल्मी के नाम देय हो, देकर प्राप्त कर सकते हैं।
2. निविदा प्रपत्र के साथ धरोहर धनराशि के रूप में उपरोक्त तालिका में निर्धारित धरोहर धनराशि एफ0डी0आर0/ डिमाण्ड ड्राफ्ट के रूप में, जो उपनिदेशक (प्रशासन) वाल्मी लखनऊ के पट्टा में बन्धक हो, जमा करना आवश्यक है। उक्त धरोहर धनराशि न जमा करने की स्थिति में निविदा प्रपत्र स्वतः ही निरस्त समझा जायेगा।
3. निविदा डालने हेतु फर्म/टेकेदार के पास सरकारी/अर्द्धसरकारी प्रशिक्षण अथवा शैक्षणिक संस्थान में इसी प्रकार के कार्य का न्यूनतम एक वर्ष का अनुभव होना अनिवार्य है, जिसका प्रमाण-पत्र फर्म/टेकेदार के द्वारा निविदा प्रपत्र के साथ संलग्न करना अनिवार्य है। अन्यथा की स्थिति में फर्म/टेकेदार द्वारा प्रस्तुत की गई निविदा पर विचार नहीं किया जायेगा।
4. उपरोक्त कार्य हेतु फर्म/टेकेदार के पास वैध पैन कार्ड, GSTIN पंजीकरण सुसंगत अधिनियमों के अन्तर्गत लाइसेन्स होना अनिवार्य है।
5. निविदा की वैधता निविदा प्रस्तुत करने की अन्तिम तिथि से 90 दिवस की होगी, एक बार प्रस्तुत की गई निविदा वापस नहीं ली जा सकती है।

6. निविदा खोलने के उपरान्त पात्र निविदादाता द्वारा अनुबन्ध गठन करते समय कार्य की कुल लागत की 10 प्रतिशत जमानत धनराशि एफ0डी0आर0/डिमाण्ड ड्राफ्ट के रूप में जमा करना अनिवार्य होगा। अन्यथा की स्थिति में निविदा निरस्त करते हुए पूर्व में जमा की गई धरोहर धनराशि जब्त कर ली जायेगी।
7. किसी भी प्रकार की शर्तों का संशोधन/परिवर्तन तथा निविदा को निरस्त करने का अधिकार उपनिदेशक (प्रशासन) वाल्मी में निहित है।
8. निविदा से संबंधित अन्य जानकारी निविदा प्रपत्र से प्राप्त की जा सकती है।
9. यदि निविदा जमा करने और निविदा खोलने की तिथि को राजकीय अवकाश घोषित होता है तो उसके अगले कार्य दिवस में पूर्व नियम समय तथा स्थान पर निविदा आमंत्रित की जायेगी तथा खोली जायेगी।
10. कार्य विवरण में अंकित मात्रायें आवश्यकतानुसार घटायी बढ़ायी जा सकती है।

उपनिदेशक (प्रशासन)
वाल्मी लखनऊ

INSTRUCTIONS TO BIDDERS

1. BID PRICE

- (a) The contract shall be for all items as described in Annexure "A" Corrections, if any, shall be made by crossing out, initialing dating and re-writing.
- (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in total price.
- (c) The rates quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

2. LATE BIDS

Any bids received by the Purchaser after the bid submission deadline prescribed in the bid document, will be rejected unopened to the bidder.

3. VALIDITY OF TENDER

The tender shall remain valid for a period of 90 days after the deadline date specified for submission

4. EVALUATION OF TENDER

The purchaser will evaluate and compare the tenders determined to be the responsive i.e. which

- (a) are properly signed; and
- (b) confirm to the terms and conditions and specifications.

5. AWARD OF CONTRACT

The purchaser will award the contract to the Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price. The successful Tenderer will have to sign a contract within 07 days of issuance of notification of award after the submission of required performance security to supply the equipment at the quoted price failing which the earnest money of the bidder shall be forfeited.

6.1 Notwithstanding the above the Purchaser reserve the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award contract.

6.2 The tenderer whose tender is accepted will be notified of the award of contract by the Purchaser prior to expiration of the tender validity period.

7. PAYMENT

Monthly payment shall be made within 10 days after submitting the bill by Tenderer.

8. COST OF TENDERING

The Tenderer shall bear all cost associated with the preparation and submission of its tender, and the Deputy Director (Admn.) WALMI Lucknow (hereinafter referred to as the Purchaser) will in no case shall be responsible or liable of these costs, regardless of the conduct or outcome of tendering process. The Tenderer shall furnish as part of this tender, an earnest money in amount of a specified in short term tender notice. The tender without earnest money will be rejected as non-responsive.

9. EARNEST MONEY

The bids shall be accompanied by the earnest money of Rs. 18000.00 payable to "Deputy Director (Admn), Water and Land Management Institute, Lucknow" in the form of FDR/Demand Draft on any scheduled bank, payable at Lucknow, failing which the bids shall be rejected as non-responsive.

9.1 The earnest money may be forfeited:

- (a) If Tenderer withdraws its tender during the period of tender validity specified on the tender form; or
- (b) Fails to sign or refuse to execute the contract within 07 days of issuance of notification of award.

(c) Fails of refuse to furnish preformance security within 07 days in accordance with the notification of award valid for one year.

9.2 Unsuccessful Candidate's earnest money will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser.

9.3 The successful tenders earnest money will be discharged upon signing the contract and furnishing the performance security.

10 PERFORMANCE SECURITY

10.1 Within 07 days of the receipt of notification of award from the purchaser, the successful Tenderer shall furnish performance security for 10 % of the agreement amount valid for one year , favouring Deputy Director (Admn.) WALMI Lucknow payable at lucknow in the form of Bank Guarantee of nationalized or scheduled bank's Term Deposit receipt or fixed deposit receipt.

10.2 Failure of the successful Tenderer to satisfactorily providing the Mess Faculty shall constitute a sufficient ground for the cancellation of contract and forfeiture of the performance security.

जल एवं भूमि प्रबंध संस्थान (वाल्मी) उत्तरेटिया लखनऊ के कार्यालय हेतु मेस सुविधा प्राप्त करने हेतु निविदा संख्या- 01/वाल्मी/2018-19, दिनांक 29.11.2018 के संदर्भ में आवश्यक शर्तें

- (i) उपनिदेशक (प्रशासन) जल एवं भूमि प्रबंध संस्थान लखनऊ के पक्ष में वांछित धरोहर धनराशि रू0 18000.00 एफ0डी0आर0/डिमाण्ड ड्राफ्ट के रूप में।
 - (ii) संबंधित कार्य का सरकारी/अर्द्धसरकारी प्रशिक्षण अथवा शैक्षणिक संस्थान में पूर्व से एवं वर्तमान में इसी तरह किए जा रहे कार्यों का कम से कम तीन वर्ष के अनुभव प्रमाण पत्रों की प्रतिलिपियां।
 - (iii) फर्म निबन्धक द्वारा पंजीकरण की प्रमाणित फोटो कापी।
 - (iv) खाद्य संरक्षा अधिनियम 2006 (Food Safety and Drug Administration Government of U.P) पंजीकरण की प्रमाणित फोटो कापी।
 - (v) लिफाफे के ऊपर 'वाल्मी संस्थान में मेस सुविधा उपलब्ध कराया जाना' लिखा होना आवश्यक है। निविदा दिनांक 18.12.2018 को उपस्थित निविदादाताओं के समक्ष समय 03:00 बजे अपरान्ह प्राधिकृत अधिकारी द्वारा खोला जायेगा तथा तदनुसार निर्णय किया जायेगा।
2. अपूर्ण अथवा शर्तयुक्त निविदा पर विचार नहीं किया जायेगा।
 3. बिना धरोहर धनराशि के निविदा पर विचार नहीं किया जायेगा।
 4. अस्पष्ट/अनावश्यक/अपठनीय विवरण को निरस्त करने का अधिकार उपनिदेशक (प्रशासन) वाल्मी लखनऊ के पास सुरक्षित रहेगा।
 5. दरें स्वीकृत किये जाने पर अनुबन्ध पर हस्ताक्षर करना होगा। इस हेतु नियमानुसार स्टाम्प पेपर प्रस्तुत करना होगा। अनुबन्ध पर हस्ताक्षर न किये जाने की दशा में धरोहर धनराशि जब्त कर ली जायेगी।
 6. अनुबन्ध किये जाने की दशा में स्वीकृत धनराशि का 10% जमानत धनराशि एफ0डी0आर0 ड्राफ्ट के रूप में जो उपनिदेशक (प्रशासन) जल एवं भूमि प्रबंध संस्थान लखनऊ के नाम बन्धक होनी चाहिए, जिसकी वैधता अनुबन्ध की तिथि से न्यूनतम 01 वर्ष होगी। जमानत धनराशि जमा होने के पश्चात अर्नेस्ट मनी वापस कर दी जायेगी।
 7. किसी भी अथवा समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार उपनिदेशक (प्रशासन) जल एवं भूमि प्रबंध संस्थान लखनऊ के पास सुरक्षित रहेगा।
 8. अनुबन्ध की अवधि 03 माह होगी। आवश्यकता न होने अथवा अनुबन्ध की शर्तों का पालन न करने पर उपनिदेशक (प्रशासन) वाल्मी लखनऊ द्वारा 15 दिवस की नोटिस पर अनुबन्ध कभी भी समाप्त किया जा सकता है।
 9. अनुबन्धित दरें अनुबन्ध की अवधि तक परिवर्तित नहीं होगी।
 10. आर्बीट्रेशन की स्थिति में निदेशक वाल्मी लखनऊ का निर्णय अन्तिम होगा।
 11. निविदा में अन्तिम निर्णय हो जाने के उपरान्त असफल निविदादाताओं को अर्नेस्ट मनी वापस कर दी जायेगी।

TENDER ACCEPTANCE ADDRESS

Office of the Deputy Director (Administration)
Water and Land Management Institute
WALMI Bhawan, Utrethia,
Lucknow-226025

कार्य विवरणी एवं विशिष्टियां

1.0 कार्य का विवरण:

1.10 प्रशिक्षुओं को वाल्मी मेस में चाय, नाश्ता व भोजन की व्यवस्था।

1. वाल्मी मेस में फर्नीचर, भोजन बनाने संबंधी बर्तनों, गैस चूल्हो एवं पीने योग्य शुद्ध एवं शीतल जल की सुविधा उपलब्ध है, जिसका निशुल्क प्रयोग एजेन्सी द्वारा किया जायेगा किन्तु इनकी सुरक्षा एवं साफ सुथरा रखने का उत्तरदायित्व एजेन्सी

का होगा। किसी सामग्री के खो जाने पर उसकी कीमत की कटौती ठेकेदार के बीजक अथवा उपलब्ध जमानत धनराशि से कर ली जायेगी।

2. एजेन्सी का एक अधिकृत प्रतिनिधि मेस में उपलब्ध रहेगा जो मेस व्यवस्था के लिए पूर्णतया जिम्मेदार होगा तथा प्रशिक्षुओं/अगन्तुकों के प्रति मृदु संवाद एवं व्यवस्था के लिए उत्तरदायी होगा।
3. नाश्ता, भोजन, चाय हेतु हेतु आवश्यक सामग्री तथा उसके बनाने व सर्विस के लिए आवश्यक प्रबंध एजेन्सी द्वारा ही किया जायेगा।
4. मेस में प्रयोग होने वाली समस्त खाद्य सामग्री उच्च कोटि की होगी जिसका नियमित रूप से निरीक्षण संस्थान के प्रबंधन से संबंधित अधिकारी अथवा अधिकृत प्रतिनिधि द्वारा किया जायेगा। प्रबंधक के निर्देशानुसार निम्न स्तर की सामग्री एवं पदार्थ को तुरन्त मेस से हटाना होगा।
5. एजेन्सी द्वारा मेस को सदैव स्वच्छ अवस्था में रखना होगा।
6. मेस के अन्दर धूम्रपान, मद्यपान व मांसाहारी भोजन का प्रयोग वर्जित है।
7. एजेन्सी से चाय, नाश्ते एवं भोजन की निम्न व्यवस्थायें अपेक्षित हैं:-

क	सुबह की चाय	प्रातः 06:00 बजे से 06:30 बजे तक
ख	नाश्ता मीनू के अनुसार	प्रातः 08:00 बजे से 08:30 बजे तक
ग	चाय दो बिस्कुट के साथ (तीन बार) प्रशिक्षण कक्ष पर	प्रातः 10:45 बजे से 11:00 बजे तक दोपहर 12:15 बजे से 12:30 बजे तक दोपहर 16:15 बजे से 16:30 बजे तक
घ	दोपहर का भोजन मीनू के अनुसार	दोपहर 01:00 बजे से 02:00 बजे तक
ङ	सांयकालीन चाय	सांय 05:30 बजे से 06:00 बजे तक
च	रात्रि का भोजन (मीनू के अनुसार)	रात्रि 08:30 बजे से 09:30 बजे तक

8. नाश्ता तथा भोजन के विस्तृत मीनू अनुबन्ध उपरान्त संस्थान के प्रबंधन, प्रशिक्षुओं तथा एजेन्सी के साथ मिल कर बनाया जायेगा। जिसमें सामान्य रूप से निम्न प्राविधान रहेगा।

क- नाश्ता

ब्रेड (02 स्लाइस), 25 ग्राम मक्खन व दलिया के साथ	सप्ताह में एक बार
कार्नाफ्लेक्स तथा एक गिलास दूध, बन्द मक्खन के साथ	सप्ताह में एक बार
स्टफ्ड पराठा (दो), अचार व जैम के साथ	सप्ताह में दो बार
पूड़ी (चार) सब्जी व चाय के साथ	सप्ताह में एक बार
पोहा, दही जलेबी, चाय के साथ	सप्ताह में एक बार
छोला बटूरा (दो) चाय के साथ	सप्ताह में एक बार

ख- भोजन

दोपहर:- एक दाल (अरहर/उर्द, धुली/मिक्स दाल/मसूर दाल) एक सूखी सब्जी (मौसमी), एक रसेदार सब्जी, दही/रायता, रोटी, चावल, पापड़, अचार, सलाद, स्वीट्स या खीर व हलुआ।

रात्रि:- दाल या रसेदार सब्जी, सूखी सब्जी (मौसमी), रोटी, चावल, पापड़, अचार, सलाद, स्वीट्स डिश।

नोट:- (1) सप्ताह में 04 दिन/रात कभी भी प्रशिक्षणार्थियों की मॉग के अनुसार (मटर पनीर/पालक पनीर/ कढ़ाई पनीर) शेष 03 दिन छोला, राजमा सोयाबीन आदि का प्राविधान प्रत्येक दशा में होना अनिवार्य है, के अनुपालन न होने की दशा में फर्म/ठेकेदार द्वारा प्रस्तुत बीजक में से कटौती कर ली जायेगी।

(2) चाय के साथ बिस्कुट (बिस्कुट का स्तर ब्रिटानिया/गुड्डे स्तर से नीचे का न हो)

ग:- सप्ताह में एक दिन शकाहारी स्पेशल खाने का प्रबंध करना होगा (मीनू वार्ता के अनुसार)

9. खाना पकाने हेतु अवश्यक गैस सिलेण्डर आदि की व्यवस्था फर्म/एजेन्सी को स्वयं करनी होगी।

10. एजेन्सी द्वारा संस्थान के निर्देशों का पालन न करने अथवा भोजन मानकों के अनुरूप न पाये जाने पर 15 दिवस के नोटिस पर सुधार न किये जाने की दशा में अनुबन्ध निरस्त किया जा सकता है। अनुबन्ध निरस्तीकरण सम्बन्धी नोटिस की अवधि 15 दिवस की होगी।

11. मेस संचालन के समय संस्थान से प्रबंधक/सहायक प्रबंधक/विशेषज्ञ भोजन की गुणवत्ता परीक्षण हेतु भोजन करेंगे, जिस हेतु फर्म/एजेन्सी को कोई भी अतिरिक्त धनराशि का भुगतान नहीं किया जायेगा।

12. संस्थान द्वारा कोई भोजन सामग्री एजेन्सी को नहीं दी जायेगी।

13. प्रशिक्षणार्थियों के टूर पर जाने पर निर्देशानुसार लन्च पैकेट तैयार कर देने होंगे।

14. मेस व्यवस्था में प्रशिक्षुओं की संख्या घट-बढ़ सकती है किन्तु भुगतान वास्तविक संख्या एवं खपत के आधार पर एवं अनुबंधित दरों पर तैयार किये गये बीजक के अनुसार ही होगा।

15. अनुबन्ध अवधि में कुछ दिन ऐसे भी हो सकते हैं जब प्रशिक्षण के दौरान प्रशिक्षुओं की संख्या शून्य अथवा 07 से कम हो सकती है। इस अवस्था में न्यूनतम 07 डे टाइम्स का भुगतान बीजक प्रस्तुत करने पर किया जायेगा।

16. एजेन्सी द्वारा प्रशिक्षणार्थियों द्वारा ग्रहण किये गये नाश्ता एवं भोजन आदि का विवरण निर्धारित प्रपत्र पर एक रजिस्टर में रखा जायेगा, जिसका सत्यापन समय-समय पर प्रतिनिधि द्वारा किया जायेगा।

1.20 अन्य विशिष्टियां व शर्तें व निर्देश

1. निविदादाताओं को परामर्श दिया जाता है कि प्रस्तावित कार्यों के संबंध में निविदा जमा करने से पूर्व कार्य की मात्रा का आंकलन कर लें
2. उक्त कार्यों हेतु संस्थान द्वारा यथास्थान अंकित सामग्री के अतिरिक्त किसी प्रकार की कोई सामग्री उपलब्ध नहीं कराई जायेगी।
3. किसी एक अथवा समस्त निविदाओं को बिना कोई कारण बतायें निरस्त करने का अधिकार उपनिदेशक (प्रशासन), वाल्मी लखनऊ के पास सुरक्षित रहेगा।
4. निविदा संबंध लिफाफे के ऊपर निविदा नोटिस की विज्ञप्ति के अनुसार, कार्य का नाम स्पष्ट शब्दों में लिखा होना चाहिए।
5. फर्म/टेकेदार द्वारा निविदित दरें पूर्ण अनुबन्ध अवधि तक मान्य होगी।
6. स्वीकृत निविदा के विरुद्ध निविदादाता द्वारा कार्य की कुल लागन के 10 प्रतिशत की धनराशि (अर्नेस्ट मनी को जोड़ते हुए) एफ0डी0आर0/डिमाण्ड ड्राफ्ट के रूप में जो अनुबन्धित अवधि से एक माह अधिक अवधि की होगी, एक सप्ताह के नोटिस पर अनुबन्ध करने से पूर्व जमा करनी होगी।
7. अनुबन्ध हेतु आवश्यक स्टाम्प पेपर भी वांछनानुसार एक सप्ताह के नोटिस पर निविदादाता द्वारा संस्थान में जमा करने होंगे।
8. जो कर्मचारी टेकेदार/एजेन्सी द्वारा लगायें जायेंगे, वे विशिष्ट पहचान हेतु निर्धारित वर्दी में होंगे।
9. संस्थान द्वारा इंगित स्थान पर ही कूड़ा एकत्रित करने व उठाने की व्यवस्था एजेन्सी को करनी होगी।
10. कार्यों के सत्पादन हेतु न्यूनतम आवश्यक श्रमिक ही कार्य पर लगाये जायेंगे जिनका न्यूनतम मजदूरी अधिनियम के अन्तर्गत टेकेदार/फर्म के द्वारा भुगतान करना होगा।
11. यदि एजेन्सी द्वारा रखे गये कार्यकर्ताओं में से किसी कर्मि का कार्य संतोषजनक नहीं पाया जाता है अथवा उसका व्यवहार ठीक नहीं पाया जाता है तो एजेन्सी द्वारा उसे तुरन्त बदला जायेगा।
12. एजेन्सी द्वारा उक्त कार्य हेतु जो भी श्रमिक रखे जायेंगे उनकी सूची, नाम, पता तथा योग्यता सहित अनुबन्ध के समय संस्थान को प्रेषित करनी होगी।
13. उक्त कार्यों के सत्यापन हेतु रखे जाने वाले श्रमिकों के प्रति संबंधित टेकेदार/फर्म/निम्न विधि कानूनों के पालन हेतु पूर्णतया उत्तरदायी होंगे:-
 - (i) Employment of children Act
 - (ii) Workers Compensation Act
 - (iii) Employment of Labour/Contract Labour Act
 - (iv) Industrial Employment and Dispute Act
 - (v) Contract Labour Act(To obtain license after paying fee deposit security)

14. कार्य की उक्त शर्तों पर निविदादाता द्वारा अपनी सहमति व्यक्त करते हुए हस्ताक्षर करने होंगे।

1.30 निविदित दरें एवं भुगतान

1. निविदादाता द्वारा उक्त वर्णित कार्यों के अनुसार दरें विभिन्न मदों के रूप में स्पष्ट अंकों तथा शब्दों में अंकित करनी होंगी।
2. मेस के रख-रखाव एवं भोजन-नाश्ता आदि की दरें पृथक-पृथक संलग्नक-ए के अनुसार मदों में अंकित करनी होंगी।
3. अनुबन्धित एजेन्सी द्वारा स्वीकृत दरों के अनुरूप किये गये कार्यों का मासिक बीजक अगले महीने की 05 तारीख तक संस्थान को उपलब्ध कराया जायेगा।

संस्थान द्वारा बीजक का भुगतान किसी कारणवश विलम्ब से होता है तो इसका कोई क्लेम एजेन्सी को देय नहीं होगा। एजेन्सी द्वारा अपने श्रमिकों का नियमित भुगतान करना अनिवार्य होगा जिस हेतु उनके द्वारा मासिक बीजक पर प्रामाण-पत्र अंकित करना होगा।

4. यदि सम्पादित कार्य की गुणवत्ता में कोई कमी पाई जाती है तो बीजक से उसकी कटौती संस्था के समक्ष अधिकारी द्वारा कर ली जायेगी। विवाद की स्थिति में निदेशक वाल्मी का निर्णय तानने की बाध्यता एजेन्सी की होगी।
5. सभी विवाद केवल लखनऊ स्थित न्यायालय में ही मान्य होंगे।

मेरे द्वारा कार्य का विवरण, विशिष्टियां, शर्तें एवं निर्देश पढ़ लिये गये हैं तथा सभी मान्य हैं।

ह0 निविदादाता/टेकेदार

TENDER FORM

To,

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

Dear Sir,

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

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

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

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

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

Dated _____ day of _____ Month _____ Year

Signature

(In the capacity of)

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

CONDITIONS OF CONTRACT

Further deposit

Clause I— The persons whose tender is accepted (herein after called the contractor) shall within one week after his or their tender has been accepted, deposit with the Government of Uttar Pradesh (here in after called the Government) either in cash or in securities as provided in paragraph 614 of the Financial Hand book, Volume VI such sum as will with the earnest money deposited with the tender amount to Rupees..... and where any securities so deposited is not payable to bearer, the contractor shall endorse or transfer it to the said

Deduction from
Payment

Government in such a manner that the sum represented by it can be realized \ without the consent or assistance of the contractor. A part from the earnest money deposited with the tender, the contractor shall also deposit balance security amount @ 8% of the cost of work at the time of agreement in cash or in the form of Government Securities or Fixed Deposit receipts or Guarantee Bonds of any Nationalized Bank in India.

Security Deposit

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

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

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

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

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

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

Compensation for delay.

Clause 2-B— Time is the essence of the contract. The contractor shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given, to the contractor. The Contractor shall at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further, in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity (as the..... Engineer may determine) of the whole of the work before one-fourth of the whole-time allowed under the contract elapsed; one-half of the value or quantity (as 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.

Action by which whole .. Provided always that the entire amount of compensation to be paid under the of security deposit is provision of this clause shall not exceed ten percent on the estimated cost of forfeited work as shown in the tender.

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

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

(b) He may, after giving the contractor..... Days notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay laborers and supply

or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work so taken over assessment of the compensation to be paid by the contractor. If any work is so taken over by theEngineer the certificate in writing of theEngineer as to its cost and value shall be final and conclusive against the contractor.

(c) He may, after giving the contractordays 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 theshall be final & conclusive as against the contractor as to the amount of any such expenses. (ii) If theEngineer 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 theEngineer oracting 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 under

plant materials and stores in or upon the work or the side thereof and belonging to the clause-3

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

Power to take position or require removal of sell contractor plant

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

Extension of times

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

Final certificates

Final certificates	<p>Clause 6— On completion of the work the contractor shall send a registered notice to the.....(Thereinafter called engineer-in-Charge)giving the date of completion and shall also send a copy of such notice to the Engineer, and shall request the Engineer-in-Charge to give a certificate of completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood-work, door, windows walls floor or other part of any building in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof, and, if the contractor fails to do so on or before the date fixed for completion of work Engineer-in-Charge may do so, and may sell such scaffoldings and materials as have not been removed by the contractor and contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-Charge, whose measurements shall be binding and conclusive against the contractor.</p>
Payment on Intermediate certificate to be regarded as advances	<p>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 advances monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-Charge, whose certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payments will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of-any such payment shall not either preclude theEngineer or..... from requiring the contracts to remove or reconstruct or re-erect any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude, determine or affect in any way the default by him or conclude, determine or affect in any way the powers of the Engineer-in- Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-Charge’s certificate of the measurement and of the total ability to complete the amount payable for the work shall be final and binding on all parties.</p>
Inability to complete the work	<p>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.</p>
Lump sum estimates	<p>Clause 9— When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the part of the work in question is not in the opinion of the Engineer-in-Charge, capable of measurements in which case the Engineer-in-Charge, may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.</p>
Bill to be submitted monthly	<p>Clause 10— Every month on or before a date to be fixed by the Engineer-in-Charge the contractor shall if so required, submit a bill for all works executed by him during the previous month and the Engineer in- Charge shall take or cause to be taken all measurements necessary for checking the contractor’s bill and adjusting his claim as speedily as possible. if the contractor does not submit his bill within the time so fixed, the Engineer-in-Charge may after giving the contractor days notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-Charge to draw up a bill based on such measurements and any bill drawn up shall be binding on the contractor. If the contractor fails to attend when such measurements are taken, such measurements shall be binding on him, and if he attends but refuses to</p>

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

Bill to be printed 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 material to be supplied from the Engineer-in-Charge s store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable and for the convenience of the contractor specified in the Schedule hereto annexed but not so as in any way to control the meaning or effect of this contract), the contractor shall be supplied with such materials and stores as may from time to time be required by him for the purposes of the contract but only for such purposes and he shall pay for the same at the rates specified in the said Schedule or if no rates are so specified at cost price as defined in clause 13 thereof.

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

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 which ever is greater.

Work to be executed in Accordance with specification, drawing order 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.

Alteration 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 carry out the work in accordance with any instructions which, may be given to him in writing signed by the Engineer-in-Charge, and such alternations shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as per specified in the tender for the main work. The time for the completion of the work

Do not invalidate Contract	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 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
Extension in time in Consequence of alterations	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
Rates for additional Works not in estimate Or schedule of rate of district	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 Alternation in or restriction Of week 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 it down. If the work is stopped altogether, the contractor will only be paid for work done and expenses legitimately incurred by him on, or preparation for the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by the Engineer, whose decision shall be final and binding on the contractor. If the work is cut down, the contractor will be paid for the work as so cut down but in neither case will he be paid any compensation whatsoever for the loss or profit which he might have made if he had been allowed to complete all the work included in the tender.
Action and compensation payable case of hand work	Clause 18— If the Engineer-in-Charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for case of handwork which the specification provides or that materials or articles provided by the contractor are not in accordance with the contract, he may, notwithstanding that such work materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remedy such defects or to replace such materials or articles within a specified period of time. If the contractor fails to comply, in all respects with the requirements of any such notice within ten days after the expiration of the period specified in that notice, the Engineer-in-charge may himself remedy such defects, or as the case may be, replace such materials or articles, and contractor shall pay all expenses incurred by the Engineer in-charge in so doing and the certificate in writing of the Engineer-in charge as to the amount of any such expense shall be final and binding upon the contractor.
Works to be open to inspection	Clause 19— All works under or in course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as order given to the contractor himself. Clause 19-A—No laborer below the age of 18 years shall be employed on the work. Clause 19-B— The contractor shall pay to his laborers a fair wages. Clause 19-C— The contractor before he commences work shall (a) post in conspicuous place on the work a notice giving the rates of wages have been certified as fair by the..... Engineer, and (b) send a copy of the notice to 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 super session, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have effect in the State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor with the compliance or such laws and rules shall be borne by the contractor,

and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender. In every case in which by virtue of the provisions of the labour laws in force in the State of Uttar Pradesh and the rules and regulations made there under, the Government is obliged to pay any sum in the execution of the work, Government will recover from the contractor the amount so paid; and without prejudice to the other rights of the Government, the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause I of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

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

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

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

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

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

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

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

Decision of Engineer to

for three months
for certificate

<p>Contractor to supply Plaat scaffolding ladder etc.</p>	<p>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. Clause 24 — The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contractor be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, and shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workmen with the means and materials necessary for the purpose of setting out works, and for counting weighing and assisting in the measurement or examination of the work, or materials at any time. If the contractor fails to do so, the same may be provided by the Engineer-in-Charge and the contractor shall pay the cost of the same as certified by the Engineer-in-Charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any</p>
<p>And liable for damages Arising from non- Provision of light, fencing etc. Female labour not to be employed</p>	<p>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. Clause 25— The contractor shall not employ female labour in the execution of the work or any part thereof within the limits of cantonment.</p>
<p>Work not to sublet</p>	<p>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 or employments, or if any such officer or shall become in obtained the permission in writing of the Government, the.</p>
<p>Contractor may be re- scinded and security de- posit forfeited for aublelting, or if contractor becomes in- solvent</p>	<p>Engineer may any way directly or indirectly interested in the contract without having first thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.</p>
<p>Sum Payable by way of Compensation to be consi- dered as reasonable compensation without reference to actual loss.</p>	<p>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.</p>
<p>Changes in constitution of firm</p>	<p>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.</p>
<p>Action where no</p>	<p>Clause 29— In the case of any class of work for which there in no specification such specification as is mentioned in rule I, such work shall be carried out in accordance with the district specification, and if there is no district specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-in-Charge.</p>

Definition of work	Clause 30— In these conditions unless there is something in the subject or context repugnant to such an interpretation, the expression ‘works’ or ‘work’ mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted or additional.
Tractor percentage	Clause 31— The additions and deductions on account of the whether applied to net percentage referred to in the accepted tender will be calculated on the unt gross amount of bills gross, and not the net amounts of the bills for the work done.
(Strikeout this clause in The case of an item rate	<p>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, contract) Government is obliged to pay compensation to a workman employed by the contractor or by any subcontractor from him in the execution of the work government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, subsection (2) of the said act, Government shall be at liberty to recover such amount or any part there of 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.</p> <p>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.</p> <p>Clause 34— All disputes in respect of this contract arising between contractor and the department shall be referred to next higher department authority to the officer entering into the contract. Either side may go in for the arbitration under relevant Arbitration Act in case of disagreement with the decision of the next higher Department authority as enumerated in clause 42 and 43 of General conditions of contract.</p> <p>Clause 35— The tendered rate of each item of work shall be complete in itself and independent of other items and no loss or profit will be claimed in the event of exclusion of any item, each item of work shall be executed independently. Any item can vary to any extent. The contractor shall not be entitled to any claim or compensation on this account.</p> <p>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.</p> <p>Clause 37— No extra payment shall be made to the contractor for a king profiles and ‘NAMUNAS’ in connection with the execution of work.</p> <p>Clause 38— In case of Violation of condition of contract by the contractor the contract can be rescinded by the officer entering into the contract without entitling the contractor to any claim whatsoever.</p> <p>Clause 39— All money found recoverable from the contractor in connection with contract may without prejudice to any other remedy provided by law be recovered as arrears of land revenue.</p> <p>CLAUSE 40:— The contractor supply every labour employed by him with Wages Card in which the rates of wages, the attendance of the labour and payment will be entered.</p> <p>CLAUSE 41:— During the course of construction if any emergency for putting forward any claim arises the contractor shall send a registered notice to the Engineer-in-Charge within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claim till completion of work, he will be entitled to no compensation.</p> <p>CLAUSE 42:— The contractor shall not influence or divert labour borne on the Muster Roll of any contractor by paying higher wages or providing extra facilities without the permission of the Engineer and if the 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 theEngineer as of the amount of damage shall be final and binding on both parties.</p>

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

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

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

TRADE TAX

As per Applicable

PUBLIC WORKS DEPARTMENT UTTAR PRADESH

.....Division.....Sub Division

ITEM OF PARCENTAGE RATE TENDER OF CONTRACTS

Name of work

..... Name of contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of, and signed by the Superintending Engineer/D.D.A WALMI.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenders and the percentages, if any, to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specification, Schedule of quantities of various item of works and a form of the printed conditions of contract together with the form of tender to be used signed for the proposes of identification by the Sub-Divisional Officer/D.D.A WALMI and approved by the authority competent to make the contract shall be available for the public inspection at the office of the Sub-Divisional officer/ D.D.A WALMI during the office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member there of or in the event of the absence of any partner it, must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer of the form not applicable to the case. Tenderers who propose any alteration in the work specified in the firm of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or not accompanied any the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
5. (i) The Superintending/ D.D.A WALMI or his duly authorized assistant with

open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in suitable form. In the event of tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor, who shall thereupon for the propose of identification, sign copies of the specification and other documents mentioned in rule I. In the event of the tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) When tender are received by the Sub-Divisional officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for orders. The earnest money if in currency notes shall be credited in the cash book and paid into the Treasury, a receipt in Account form No. 3 being given to the party tendering. If earnest money is preferred in any of the securities specified in rule9 it shall be entered in the register of securities. Account forms 85 and 86 Earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected after the usual receipt being taken.

6. The accepting authority shall have the right of rejecting all of any of the tenders.
7. The receipt of an accountant or a clerk for the earnest foe the money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/ D.D.A WALMI and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer/ D.D.A WALMI .
8. The memorandum of work tendered for shall be filled in and completed in the office of the Sub-Divisional Officer/ D.D.A WALMI before the tender form is issued.
9. The amount of the earnest money should ordinarily be-

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

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

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

