

Executive Engineer
Barrage Mechanical Maintenance Division, Kanpur,
Tender Documents for E-Tender No. -29/EE/BMMDK/2012-21

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**सिंचाई एवं जल संसाधनविभाग, उत्तर प्रदेश
बैराजयांत्रिक अनुरक्षण खण्ड, कानपुर।**

ई-निविदा सूचना सं०-29/EE/BMMDK/2020-21

राज्यपाल महोदय उत्तर प्रदेश की ओर से निम्नलिखित कार्य हेतु ऑनलाइन <http://etender.up.nic.in> के माध्यम से प्री-क्वालीफिकेशन टेक्निकल बिड एवं प्राइस-बिड/फाइनेंशियल बिड, सिंचाई विभाग में वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक **17.08.2020 को 15:00** बजे तक आमंत्रित की जाती है।

2-आमंत्रित निविदा की सूचना निम्नानुसार है:-

क्र. सं.	कार्य का विवरण	अनुमानित लागत (लाख ₹0)	धरोहर धनराशि (हजार ₹0 में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य	पंजीकृत श्रेणी
ए	ई-निविदा सूचना सं०-29/अ0अ0/बैरॉअनुखका/2020-21 जनपद उन्नाव में शुक्लागंज के पास गंगा नदी के बाएं तट पर स्थित रविदास नगर, शक्तिनगर की बाढ़ से सुरक्षा हेतु हाईड्रोलिक एसकेवेटर से ड्रेजिंग का कार्य।	35.32	71.00	30 दिन	₹0 500 एवं जी.एस.टी. 18 प्रतिशत अलग से देय होगी।	"ए" (यांत्रिक) सिंचाई विभाग में ड्रेजिंग का कार्य/वह फर्म जिसके पास पर्याप्त मात्रा में ड्रेजिंग कार्य सम्बन्धित कुशल स्टाफ, मशीने एवं अनुभव हो।
बी	वेबसाइट पर बिड डाक्यूमेंट की उपलब्धता की तिथि एवं समय				दिनांक 12.08.2020 को समय 10.00 बजे से	
सी	बिड अपलोड करने की अवधि , जिसके साथ बिड डाक्यूमेंट शुल्क, बिड सिक्योरिटी/रजिस्ट्रेशन प्रमाण पत्र एवं अन्य आवश्यक डाक्यूमेंट्स पी0डी0एफ0/ एक्स0 एल0 फार्मेट में।				दिनांक 12.08.2020 को समय 10.00 बजे सेदिनांक 17.08.2020 को 15.00 बजे तक	
डी	निविदा प्रपत्र शुल्क, बिड सिक्योरिटी/ रजिस्ट्रेशन प्रमाण-पत्र, एवं अन्य वांछित अभिलेख मूल रूप में, अधिशासी अभियन्ता, बैराज यंत्रिक अनुरक्षण खण्ड, कानपुर कार्यालय में जमा करने की निर्धारित तिथि व समय				दिनांक 17.08.2020 को 15.00 बजे तक	
ई	आनलाइन पार्ट-ए प्री-क्वालीफिकेशन, टेक्निकल बिड (धरोहर धनराशि व तकनीकी भाग) खोले जाने की तिथि एवं समय				दिनांक 17.08.2020 को 16.00 बजे	
एफ	आनलाइन पार्ट-बी (वित्तीय भाग) प्राइस बिड/फाइनेंशियल बिड खोले जाने की तिथि एवं समय				पार्ट-ए खोलने के उपरान्त	
जी	बिड खोले जाने का स्थान				कार्यालय अधिशासी अभियन्ता, बैराज यंत्रिक अनुरक्षण खण्ड, कानपुर	
<p>3-निविदा सूचना, सूचना विभाग की वेब-साइटhttp://information.up.nic.in, व सिंचाई विभाग की वेब-साइटhttp://upgov.up.nic.in पर उपलब्ध है। निविदा प्रपत्र ई-प्रक्योरमेंट वेबसाइट http://etender.up.nic.in से डाउन लोड किये जा सकते हैं, परन्तु निविदा-प्रपत्र का मूल्य, कार्यालय अधिशासी अभियन्ता, बैराज यंत्रिक अनुरक्षण खण्ड, कानपुर के नाम देय रेखांकित भारतीय पोस्टल आर्डर/डी.डी./नगद के रूप में निविदा के भाग-ए के साथ आवश्यक रूप से जमा किया जायेगा। निविदा-प्रपत्र का मूल्य, निविदा के भाग-ए के साथ संलग्न न किये जाने की स्थिति में उनकी निविदा पर विचार नहीं किया जायेगा।</p> <p>4- निविदा सूचना में कोई भी संशोधन/परिवर्तन किया जाता है तो उक्त साइट पर अपलोड कर दिया जायेगा। कृपया उक्त साइट को समय-समय पर चेक करते रहें।</p> <p>5- जी0 एस0टी0 नियमानुसार देय होगा।</p>						

नोट:-

- 1- निविदा डालने से पूर्व ठेकेदार को साईट की विजिट स्वयं कर लेनी चाहिए।
- 2- बजट एवं साईट की आवश्यकतानुसार कार्य की मात्रा घट/बढ़ सकती है।
- 3- ठेकेदारों को कार्य पूर्ण करने हेतु टी0एण्ड पी0 एवं अन्य सामग्री की व्यवस्था स्वयं करनी होगी
- 4- न्यूनतम निविदित दर कुल योग के आधार पर लिया जायेगा।

**अधिशासी अभियन्ता,
बैराज यंत्रिक अनुरक्षण खण्ड,
कानपुर**

**सिंचाई एवं जल संसाधन विभाग, उत्तर प्रदेश
बैराज यांत्रिक अनुरक्षण खण्ड, कानपुर।**

ई-निविदा सूचना सं०-29/EE/BMMDK/2020-21

महामहिम राज्यपाल महोदय उत्तर प्रदेश की ओर से निम्नलिखित कार्य हेतु ऑन लाइन <http://etender.up.nic.in> के माध्यम से प्री-क्वालीफिकेशन टेक्निकल बिड एवं प्राईस-बिड/फाइनेशियल बिड, सिंचाई विभाग में वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक **17.08.2020 को 15:00** बजे तक आमंत्रित की जाती है। प्री-क्वालीफिकेशन टेक्निकल बिड दिनांक **17.08.2020, को 16:00** बजे अधिशासी अभियन्ता, बैराज यांत्रिक अनुरक्षण खण्ड, कानपुर के कार्यालय कक्ष में ऑन लाइन खोली जायेगी। कार्यालय बन्द होने या छुट्टी होने की दशा में यह बिड अगले कार्यालय दिवस में उसी समय प्राप्त की जायेगी।

क्र. सं.	अल्पकालीन निविदा सूचना सं०	कार्य का विवरण	अनुमानित लागत (रु.लाख)	धरोहर धनराशि (रु. हजार)	कार्य को पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य (रु० में)	पंजीकृत श्रेणी
1	2	4	5	6	7	8	9
1	ई- निविदा सूचना सं० - 29/अ0अ0/बै0या0अ0ख0का0/2020-21	जनपद उन्नाव में शुक्लागंज के पास गंगा नदी के बाएं तट पर स्थित रविदास नगर, शक्तिनगर की बाढ़ से सुरक्षा हेतु हाईड्रोलिक एसकेवेटर से ड्रेजिंग का कार्य।	35.32	71.00	30 दिन	रु० 500 एवं जी.एस.टी. 18 प्रतिशत अलग से देय होगी।	'ए' (यांत्रिक) सिंचाई विभाग में ड्रेजिंग का कार्य/वह फर्म जिसके पास पर्याप्त मात्रा में ड्रेजिंग कार्य सम्बन्धित कुशल स्टाफ, मशीने एवं अनुभव हो।

- यह निविदा/बिड सूचना उ०प्र० सरकार की वेबसाइट <http://upgov.up.nic.in>, सूचना विभाग की वेबसाइट <http://information.up.nic.in> तथा सिंचाई विभाग की वेबसाइट <http://irrigation.up.nic.in> पर भी उपलब्ध है।
- यह निविदा सूचना एवं प्रपत्र बेबसाइट <http://etender.up.nic.in> पर उपलब्ध है। निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में पंजीकरण प्रमाण-पत्र आई.डी.टी.-1, आई.डी.टी.-2, आई.डी.टी.-3 एवं पर्याप्त अनुभव होतदनुसार प्रपत्र/ अभिलेखों के स्कैन्ड प्रति संलग्न किया जाना तथा उपरोक्त बेबसाइट पर आन लाइन अपलोड करना अनिवार्य होगा।
- निविदादाता को यू०पी० इलेक्ट्रानिक्स कारपोरेशन लि० लखनऊ में ई-टेंडरिंग हेतु पंजीकृत होना आवश्यक होगा। उक्त कारपोरेशन के माध्यम से ई-टेंडरिंग हेतु प्रशिक्षण की कार्यवाही पूर्ण करनी होगी।
- प्रत्येक निविदादाता को फाइनेशियल बिड (Financial/Price Bid)के साथ रु० 100.00 जुडिशियल स्टैम्प पेपर पर रु० 1/- का रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि दरें 90 दिवस तक मान्य होगी। इससे पहले निविदा/आफर वापस लेने पर धरोहर धनराशि जब्त कर ली जायेगी। इसकी स्कैन्ड कापी ऑनलाइन निविदा के साथ जमा करनी है। नियमानुसार देय वाणिज्यकर, आयकर,स्टैम्प ड्यूटी,रायल्टी, लेबर सेस प्रचलित टैक्स देनी होगी। अनुबन्ध के समय नियमानुसार स्टाम्प ड्यूटी तथा शेष जमानत की धनराशि भी जमा करनी होगी।
- निविदा मूल्य(आई.पी.ओ./बैंक ड्राफ्ट) जो अधिशासी अभियंता, बैराज यांत्रिक अनुरक्षण खण्ड, कानपुर के नाम से देय होगी।
- अर्नेस्ट मनी/धरोहर धनराशि,एन०एस०सी०/एफ०डी०आर० अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में जो राष्ट्रीयकृत बैंक/शेड्यूल्ड बैंक द्वारा निर्गत हों, अधिशासी अभियंता, बैराज यांत्रिक अनुरक्षण खण्ड, कानपुर के पक्ष में बन्धक होना अनिवार्य है। इसकी स्कैन्ड कापी ऑनलाइन जमा करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं की जायेगी। अर्नेस्ट मनी/धरोहर धनराशि के रूप में बैंक गारन्टी मान्य होगी (जो एक वर्ष हेतु मान्य होगी)।
- निविदादाता का ड्रेजिंग के कार्य का अनुभव होना अनिवार्य है तथा अनुभव प्रमाण-पत्र संलग्न करना होगा।
- कार्यस्थल की आवश्यकतानुसार कार्य की मात्रा घटाई/बढ़ाई जा सकती है, जिसके लिए ठेकेदार का कोई क्लेम मान्य नहीं होगा।
- निविदादाता को उपरोक्तानुसार कार्यस्थल की पूर्ण जानकारी निविदा डालने से पूर्व स्वयं प्राप्त करनी होगी। निविदा प्रपत्र एवं कोई भी जानकारी के लिए अधिशासी अभियंता, बैराज यांत्रिक अनुरक्षण खण्ड, कानपुर से कार्य दिवसों में प्राप्त की जा सकती है।
- निविदादाता/बिडर द्वारा निविदा डालते समय प्रक्रिया की पूर्ण जानकारी/ट्रेनिंग अथवा किसी अन्य कारण से शर्तों को पूर्ण न कर पाने/बाधित हो जाने के कारण निविदा न पड़ने पर विभाग की कोई जिम्मेदारी नहीं होगी।
- इस निविदा को पूर्ण या आंशिक रूप से निरस्त करने का अधिकार बिना कारण बताये अधोहस्ताक्षरी के पास सुरक्षित है।
- यदि कोई निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- राज्य बार काउन्सिल में पंजीकृत भी कोई भी अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- यदि कोई निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबन्ध करने हेतु सक्षम प्राधिकारी पर दबाव/असम्यक असर डालता है तो प्रश्नगत निविदादाता के न्यूनतम निविदा की स्थिति में ही उसकी निविदा निरस्त की जा सकेगी।
- विशेष परिस्थितियों में निविदा खोलने की तिथि/समय में यदि कोई परिवर्तन होता है तो इसकी सूचना आन-लाइन/नोटिस बोर्ड पर उपलब्ध करा दी जायेगी।

- 16 अनुबन्ध गठित होने के पश्चात भी यह तथ्य संज्ञान में आता है कि किसी भी स्तर पर उल्लंघन किया गया है तो ऐसे अनुबन्ध को सक्षम अधिकारी द्वारा समाकरण आदेश प्रख्यापित कर निरस्त किया जायेगा।
- 17 अन्य शर्तें एवं कार्यस्थल का विवरण निविदाप्रपत्र एवं पूर्व अर्हता निर्धारण प्रपत्र(प्री-क्वालिफिकेशन,टेक्निकल बिड) में संलग्न है।
- 18 निविदा प्रपत्र, वैयक्तिक मालिकानाफर्म,भागीदारी फर्म, पब्लिक/प्राइवेट कम्पनी द्वारा निम्न जानकारी की स्कैण्ड प्रतिलिपि को प्री-क्वालिफिकेशन टेक्निकल बिड, के साथ ई-टेंडरिंग पोर्टल पर अपलोड किया जाना अनिवार्य है तथा उसकी प्रमाणित प्रतिलिपि निविदा खुलने की तिथि को अपराह्न 11.00 बजे तक कार्यालय में जमा करना अनिवार्य है, जो निम्न है:-(समस्त अपलोडेड अभिलेख स्वप्रमाणित होनी चाहिए)
- (क) वैद्य पंजीकरण की प्रति/ आई.डी.टी.-1, आई.डी.टी.-2, आई.डी.टी.-3कार्य का अनुभव प्रमाण पत्र।
- (ख) बिड सिव्योरिटी ओरिजनल
- (ग) ड्रेजिंग के कार्य का अनुभव प्रमाण-पत्र जो स्कैण्ड कर लोड करना होगा-
- (1) Bidder should submit experience minimum Rs. **35.0 Lacs** in dredging work with govt. /semi govt. Department in Uttar Pradesh/India.
- (2) Bidder should submit average turnover Rs. **35.00** Lacs in last three financial years.
- (3) Bidder should submit a affidavit of self T&P and Equipment or providing by other (other's affidavit).
- (घ) संस्था के प्रकरण में पार्टनरशिप/ज्वाइन्ट वेन्चर डीड के अनुबन्ध की अभिप्रमाणित प्रति।
- (ङ) टिन नम्बर /जी.एस.टी. नम्बर।
- 19 शासनादेश संख्या-622/23-2012-2 आडिट/08,टी0सी0 दि0 08.06.2012 के अनुसार कार्यो की विभागीय दर से ठेकेदारों द्वारा दी गयी निविदत्त दर 01 प्रतिशत से 10 प्रतिशत तक कम होने पर 0.5प्रतिशत प्रति 1 प्रतिशत की कमी पर तथा 10 प्रतिशत से अधिक दरों की कमी पर एक प्रतिशत प्रति 1प्रतिशत की कमी पर अतिरिक्त परफारमेन्स धरोहर धनराशि देय होगी। यह परफारमेंस धरोहर धनराशि निविदा में उल्लिखित धनराशि के अतिरिक्त देय होगी तथा अनुबन्ध के समय उक्त परफारमेन्स धरोहर धनराशि जमा करने की बाध्यता होगी, विभाग द्वारा निर्धारित कार्यक्रम के अनुसार कार्य कराने में असफल रहने पर धरोहर धनराशि तथा परफारमेन्स धरोहर धनराशि विभाग द्वारा जब्त कर ली जायेगी।
- 20 यह निविदा वित्तीय स्वीकृति की प्रत्याशा में की जा रही है।
- 21 निविदा में सम्मिलित कार्य आवंटित बजट के अन्तर्गत ही कराये जायेंगे।
- 22 शर्तयुक्त निविदा स्वीकार नहीं की जायेगी।
- 23 टी.ए.सी./आडिट अथवा अन्य उच्च अधिकारियों द्वारा निर्धारित वसूली संबंधित ठेकेदार/फर्म द्वारा वहन की जायेगी।
- 24 सिंचाई विभाग में कार्यरत किसी अधिकारी/कर्मचारी के सगे-सम्बन्धी ठेकेदार द्वारा निविदा को खरीद एवं डाल नहीं सकते हैं, ऐसा पाये जाने पर उनकी निविदा निरस्त कर, धरोहर धनराशि जब्त कर ली जायेगी।

GENERAL CONDITIONS

1. Name of Work : **Mechanical Works**
2. Situation of Work : The above is located **As per Schedule 'B'**
3. Sealed envelopes containing the tenders shall be clearly marked on the upper left hand corner E-Tender No.....to be opened on-----along with full name and address of the tenderer. The envelopes shall be dropped in the Tender Box kept in the office of the undersigned during office hours or sent by Registered post so as to reach well within the time specific in para-1.
4. The cost of tender form once sold is not refundable.
5. The Tenderer is free to tender for one or all the lots.
6. **FILLING OF THE TENDER FORMS:-**
 - (a) **TENDER RATES** : Tenderer rate shall be legible written in Hindi or English both in figures and words. In case of discrepancy in tendered Rates in figures and words, the lesser of the two rates given shall be accepted if there is a discrepancy between unit rates and tendered amount, the unit Rates shall be accepted. The tenderers are hereby informed that they have to tender rates for each and every item of the lot as in the schedule of quantities and bids as per conditions of this tender, otherwise tender will not be considered.
 - (b) All the tender documents (Form No. 111, 112 SPL Condition, specification, tender notice, Schedule and drawings) sold to the tenderers shall be submitted with the tender duly filled & signed by the contractor.
 - (c) ERASURES and overwriting are strictly prohibited. All correction or modification shall be initialled by the tenderer before submission.
 - (d) The tender documents shall be submitted on the form of the forwarding letter to ensure that no enclosure is missing.
7. **EARNEST MONEY:**

Tenders shall not be considered unless accompanied with the requisite earnest money. No cash or cheque shall be accepted. Earnest money shall be returned only when the tender has been formally rejected, or the agreement is entered with the successful bidder.
8. **VALIDITY PERIOD FOR TENDER:**

The tenders shall remain valid for 90 (Ninety days) from the date of opening for which the contractor shall submit an agreement on stamp papers of Rs. 100/- along with one Rupee revenue stamp.
9. The Executive Engineer at his discretion shall have the power to distribute the work among more than one contractor if in his opening no suitable contractor is forthcoming.
10. Conditional tenders are liable to be rejected.
11. **Letter of Acceptance and Security Deposits:**

On receipt of a formal letter of acceptance from the department, the tenderer shall deposit the security amount as mentioned in para 1 of Form 111 which together with the earnest money deposited with the tender will amount to 10% of the value of work within a period of seven days and shall personally call at the office of the under signed to sign the agreement.
12. **ORDER TO START WORK:**

On completion and signing of all the documents regarding the agreements by the contractor he shall be given an order to start work from a particular date. Time limit for completion of the work shall be reckoned from this date of start.

Contd. 2...

(2)

13. **REJECTION OF TENDER:**

The accepting authority reserves the right of rejection any or all of the tenders without assigning any reason thereof.

14. Income Tax and Trade Tax shall be deducted as per rules from Agreement work.

15. उत्तर प्रदेश शासन में शासकीय अधिसूचना संख्या 102/10-500(98) 81 दिनांक 14 जनवरी 1982 द्वारा सरकारी कार्य के सम्पादन हेतु ठेकेदारों द्वारा निष्पादित अनुबन्ध या जमानती बचत पत्र पर जमानत नक्शा पर स्टाम्पशुल्क भारतीय स्टाम्प नियम एम.बी. के अनुच्छेद 40 (ख) के अन्तर्गत संशोधित एक्ट 85 के अन्तर्गत शेड्युल्ड 15 या बी(23) में निहित निर्देशानुसार की जायेगी।

1) यदि जमानती धनराशि खजाने में या विभागीय कोष में जमा की जाती है तो जमानत की धनराशि पर रूपया 125/- प्रति हजार की दर से होगा तथा रूपया 500/- या उसके अंश के लिए रूपये 70/- देय होगा।

2) यदि जमानती धनराशि बैंक की एफ.डी.आर. या सेविंग बैंक के पास बुक अथवा राष्ट्रीय बचतपत्र के रूप में जमा की गई हो, सम्बन्धित अधिनियम के अनुसार गिरवी की गई हो तो जमानत नामों पर स्टाम्प शुल्क उक्त सूची के अनुच्छेद 40(ख) के अन्तर्गत 125 प्रति सैकड़ा के अर्थात् रूपया 70.00 प्रति हजार की दर से जमानत की धनराशि पर देय होगा। उपरोक्त की भांति यहां भी एक हजार रूप या की धनराशि पर प्रत्येक रूपया 500-500 या उसके अंश के लिए रूपया 35.00 का स्टाम्प शुल्क देय होगा।

SPECIAL CONDITIONS

These special conditions shall be deemed to supplement the conditions included in the Tender notice. I.D. Form No. 111 & 112 and in the event of any conflict between them these special conditions shall prevail.

1. DEFINITIONS:

For the purpose of this contract, the following words shall have the meanings herein as set forth.

GOVERNMENT: Shall mean the Government of U.P.

GOVERNMENT or RAJYAPAL: Shall mean the Government of U.P. CHIEF ENGINEER: Shall mean the Chief Engineer of the Additional Chief Engineer of irrigation Department in charge of this work or his successor.

SUPERINTENDING ENGINEER: Shall mean the Superintending Engineer-in-charge of irrigation workshop or his successor.

EXECUTIVE ENGINEER shall mean the Division Officer-in-charge of Barrage Mechanical Maintenance Division, Kanpur Varanasi or his successor.

ENGINEER-IN-CHARGE : shall mean the sub. divisional officer-in-charge of this work or his successor.

2. SPECIFICATIONS:

Shall mean collectively all the terms and stipulations contained in the General and special conditions of contract, special specifications for works and drawings for tender & I.D. Specifications.

DRAWINGS: Shall mean collectively all the general & detailed drawings accompanying the agreement or issued subsequently to the contractor by the Engineer calling tender.

CONTRACT to Agreement : Shall mean the tender notice. I.D. Form No. 111 & 112 special & specifications for this work, drawing, various schedules and other papers with their subsequent additional & modifications during currency of the contract.

CONTRACTOR: Shall mean the person, firm or partnership whose tender has been accepted for this work or their legal successors & assignees.

TONS or TONNES: Shall mean a metric ton of 1000 kg. unless otherwise stated.

WORKSITE: Shall mean the location of the proposed works as detailed on the contract as such are in the vicinity of the work as may be notified by the Engineer-in-charge to the worksite.

WORK OR WORKS: As defined in clause 30 of I.D. Form No. 111.

3. SITE INSPECTION & INVESTIGATION BY THE TENDERERS:

It is understood & agreed that the contractor shall satisfy himself as to the nature & location of the working general & local conditions particularly those bearing on transport, hauling of storage of materials disposal of spoils & availability of labour, whether conditions, such as soil, water, floods, configuration of ground character quality & of the surface & subsurface material to be encountered in excavation the type of equipment & facilities needed for the execution of the work, and all other matters which can in any way affect the progress or the cost of the works under this contract. Default of failure by the contractor to acquaint himself with the above mentioned aspects will not relieve him of his responsibility for the execution of the contract unless the contract expressly provides otherwise.

4. AUTHORISED AGENT:

The contractor shall intimate the names & addresses of his authorized agents within 7 days of signing the contract to the Engineer-in-charge with a copy of the Executive Engineer. The contractor or his authorized agent shall always remain available at his office to receive instructions, notices, stores & equipments. In the event of any changes in the name and addresses, the contractor shall immediately inform the Engineer-in-charge with a copy of the Executive Engineer.

5. SERVICE OF NOTICES & LETTERS TO THE CONTRACTOR :

The contractor or his authorized agent shall acknowledge all communications delivered to him. In cases where acknowledgement is not possible or forthcoming, communications shall be sent by registered post at the address given by the contractor in the contract.

which shall be deemed to have been legally served on him on the fourth day from the date of its registration at the post office.

6. COMMUNICATION WITH THE CONTRACTOR:

Verbal commitments of the Engineer-in-charge or any other official shall have no legal binding unless confirmed in writing by the department within a period of 3 days. No instruction issued by an officer below the rank of an Asstt. Engineer shall form the basis of any claims about this contract.

7. MATERIAL & STORES:

- (a) Material mentioned in schedule 'C' shall be issued to the contractor as per conditions mentioned therein. All other materials shall be arranged by the contractor himself. Items not included in schedule 'C' but which are available with the department may also be issued to the contractor at the direction of Executive Engineer as per rule 408 of F.H.B. Volume VI.
- (b) The contractor shall have no option to arrange the materials mentioned in Schedule 'C' from any other source except from the departmental stores unless expressly permitted by the Executive Engineer.
- (d) Materials rejected by the Engineer-in-charge as inferior unfit shall have to be removed by the contractor from the work site within 3 days at his own cost, failing which they will be removed departmentally and expense debited to his account.
- (e) All materials brought to the site shall be properly stocked for facility of inspection and measurement by the official of the department.

8. EQUIPMENT:

- (a) Items of equipment mentioned in Schedule 'D' shall be available for being hired by, the contractor at the rates given therein. It shall be obligatory for the contractor to use the departmental equipment mentioned in Schedule 'D' if it can be spared for his work. In case the equipment units required for the prescribed progress of work as adjudged by the Engineer-in-charge cannot be spared by the department the contractor shall be permitted to arrange them from his own source on the express permission of the Executive Engineer.
- (b) Arrangement for carriage of equipment from & to the Govt. store shall be done by the contractor at his own cost.
- (c) Hiring of equipment when P.L.O. charges & pay of operator is borne by the contractor :- In case P.L.O. charge and pay of the operator is to be borne by the contractor the running operation & minor repairs of the equipment shall be done under the close supervision & direction of the departmental official who will see that requisite grades of P.L.O. is & spares are used by the contractor, failing which the machine will be withdrawn from him & the total cost of damages recovered from his bill. The hire decision of the Executive Engineer as to the cost of such repairs shall be final & binding on the contractor. The hire charges in such cases shall be reckoned per day for total number of days the equipment remains with the contractor.
- (d) Hiring of equipment when P.L.O. charges & pay of operator are borne by the department :- A Log book for the running of the equipment shall be maintained by the operator under the supervision of the Junior Engineer & signed by the contractor or his agent. The log book shall record the running time in hours & quarter hours.
- (e) The hire charges of equipment shall be recovered from the next bill of the contractor.
- (f) The equipment hired under condition "C" above shall be handed over to the contractor in good running condition & accepted back in good running condition. The cost of repairs necessary due to fair use of the machines shall be borne by the department but if the equipment is damaged due to misuse or accident, the repair charges as adjudged by the Executive Engineer shall be debited to the contractor. In case the equipment is lost, its cost shall be recovered from the contractor. The contractor shall use prescribed quality & grade of P.L.O. and shall carry out periodical service of machine by the manufacturers or his authorised service agent on his cost.

- (g) Equipment issued for a particular work not be removed by the contractor prior to its completion without the written permission of the Engineer-in-charge.

9. LAYOUT OF WORK :

The marking of the general layout levels and girders will be carried out by the Engineer-in-charge with the help of the labour & consumable materials supplied by the contractor, but the contractor will himself check & fully satisfy himself of their accuracy as per drawing supplied to him.

10. SURVEY MARKS & FLAGS:

The contractor shall see that marks survey and reference pillars & gauges established at the work site are preserved and not damaged by his labours, animals and machines of repairs or remarking to such marks shall be borne by the contractor. The contractor shall the labour and materials required by the department staff for the day marking of flagging of the earth work borrow areas and the spoils.

11. TENDER RATES :

- (a) This is an item rate contract and the tender should quote for the rate of each item of work independently of other items.
- (b) The quantities of various items may change and some items may be deleted altogether as necessitated by site condition and modification of designs. Such changes shall not invalidate the tender or contract.
- (c) The tender rates shall be for the finished items (except as otherwise stated) and shall include cost of all labour materials. Tools and plants charges and overhead charges of the contractor. They will also be inclusive of all royalties, testing charges local and central taxes including sales tax as applicable under rules.

12. CLAIMS FOR COMPENSATION:

- (a) No claim against the Government for any compensation to the contractor under this shall be considered unless it is made in writing to the Engineer-in-charge within 24 hours of the occurrence of the event causing it.
- (b) Every effort shall be made by the department to maintain supplies of stores equipment and services per condition of the contract during its execution but no claims by the contractor shall be entertained for labour tendered or any other kind of loss or delay or interruption in the aforesaid supply by the department.
- (c) No claim shall be entered due to fluctuation in the rates of labour, materials & other market rates during the currency of the contract unless there is a separate and specific provision for the same in the agreement bond.
- (d) No compensation shall be payable for addition and modification in designs as stipulated in clause 16 of I.D. form 111.
- (e) All laborers employed by contractors at working site must be fully insured. Contractors are fully responsible for non-compliance. No claims / compensation shall be payable by Government for any mishap occurring at site due to any reason.

13. LIST OF UNPAID CLAIMS AND FARKHATI:

Errors omissions and discrepancies between the bill of quantities specification and drawing shall be promptly reported by contractor to the Engineer-in-charge for necessary correction.

14. ACCESS TO CONTRACTORS BOOK :

If so desired by the Engineer-in-charge the contractor shall have to produce his accounts papers and other documents relating to the cost & progress of the work under this contract.

15. ACCESS TO CONTRACTORS BOOK:

If so desired by the Engineer-in-charge, the contractor shall have to produce his account papers and other documents relating to the cost and progress of the work under this contract.

16. RECEIPTS FOR STORES AND EQUIPMENTS:

Receipts for transaction of Government stores and equipment between the contractor and the department shall be considered valid unless they are signed by the Junior Engineer-in-charge of the work or store and the contractor or his authorized Agent.

17. REMOVAL OF UNDESIRABLE EMPLOYEES OF THE CONTRACTOR FROM WORK SITE:

The contractor shall remove any of his employees or associated considered undesirable by the Engineer-in-charge from the work site and his camp within 24 hours of the receipt of written orders to this effect.

18. FIND:

All finds of archeological commercial value or buried treasures & valuables discovered during the execution of the work shall be property of the Govt. & shall be promptly reported & deposited with the Engineer-in-charge or in the Govt. Treasury as directed by him.

19. ENQUIRYING AGENCY:

The works under this contract shall be subject to inspection by the Technical Audit cell/any agent set up by State / Central Govt. defects in materials & workmanship pointed out by T.A.C. / Agency and established as such shall be rectified by the contractor at his own cost even if the same have been accepted by the Engineer-in-charge.

Any recoveries thus established shall be recoverable from the contractor, even after completion of said works.

20. INCOME TAX :

Deduction for income tax as per prevailing rules of the gross amount of all payment and surcharge shall be paid as per section 194 of income tax Act.

21. The contractor shall be responsible for any loss or damage to the material in loading and unloading during cartage. The same shall be recovered from his pending bill in the U.P. Irrigation Deptt.

22. Arrangement of required fixture or any other T&P for fastening or holding the material properly in place during cartage shall have to be arranged by the contractor at his cost.

23. Government will not bear any liability as to the loss, damage or any other loss to third party or his property during execution of the Govt. work by the contractor. Contractor will bear all these cost, Losses, damages or Compensation etc. will not pay any extra money for this purpose.

24. All Toll Tax, octroi etc. if any will be born by the contractor himself.

General Rules for Submission of E-Tender

Submission of e-Bids

The bidders are required to be registered with U.P. Electronics Corporation, Ashok Marg, Lucknow by depositing prescribed fee as applicable to participate in the e-tendering as per GO no 1067/78-2-2017-42IT/2017 dated 12 may 2017.

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against the published tender enquiry. Bid may be submitted only during the period and time stipulated in the tender. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bid in time. The bidders shall submit their bids, taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. **The delay in submission of bid shall be the responsibility of the bidder.**

The bidders shall follow the instructions mentioned herein under for submission of their e-bids:

- 1.1 For participating in bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-tender website, if they have not done so previously, using the option “Click here to enroll” available on the home page of the website.
- 1.2 In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-tendering system and subsequently he / she will be allowed to carry out his / her bid submission activities. **Registering the Digital Signature Certificate (DSC) is a onetime activity.** Before proceeding to register their DSC, the bidder shall first log on to the e-tendering system using the User Login option on the home page with the login Id and Password with which they have registered as per clause 15.1 above.
For successful registration of DSC on e-procurement website <http://etender.up.nic.in>., the bidder must ensure that they possess class-2 / Class-3 DSC issued by any one of the certifying authorities duly approved by Controller of Certifying Authorities. Government of India, such CA details available on <http://www.cca.gov.in/cca/>. The bidder is also advised to register their DSC on e-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this tender. The bidder can perform User Login creation and DSC registration exercise as described in clauses 15.1 and 15.2 above even before bid submission period starts. **The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, thus failing to submit due to DSC registration problem or server problem.**
- 1.3 The bidder can search for active tenders through “Search Active Biddings” link, select a tender in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form. Before this, the bidder should download the Bidding document and price Schedule / Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule / Bill of Quantity (BOQ) which shall be in the XLS format (excel sheet).

- 1.4 After clicking the 'Pay offline' option, the bidder shall be redirected to the relevant page of Terms and conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Tender fee EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder shall click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule / BOQ) schedules / packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original, before opening of Part "A" of the bids, should tally with the details available in the scanned copy and the data entered during submission time otherwise the bid submitted shall not be accepted.
- 1.5 Next, the bidder should upload the EMD Bid Documents for fee details (Bidding fee and EMD), Qualification details, Bid Form: Technical Specification" and Financial Bid documents Form of Agreement" and "Section-IV(A): Price Schedule / BOQ" of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They may be prompted to enter the digital signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules / packets and then upload the relevant PDF / XLS files already prepared and stored in the bidder's computer. The required document for each document label of Technical (Fee details, Qualification details, Bid Form and Technical Specification details) can be clubbed together to make single separate file for each different label.
- 1.6 The Bidder shall click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted / locked electronically with the DSC's of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- 1.7 After successful submission of bid documents, a page giving the summary of bid submission will be displayed so as to ensure that the process of e- bid submission is completed. The bidder can take a printout of the summary using the "print" option available in the window as an acknowledgement for future reference.
- 1.8 Purchaser reserves the right to cancel any or all Bids without assigning any reason thereof.
- 1.9 **The bidder shall submit acknowledgement of total number of pages/file size uploaded for Part "A", Part "B" of the Bid separately along with other documents to the purchaser office.**
- 2.0 **Deadline for Submission of e-Bids**
 - 2.1 E-Bids (EMD, Technical and Financial) must be submitted by the bidders at e-procurement website **<http://etender.up.nic.in>** not later than the time stipulated in the tender.
 - 2.2 The Purchaser may at his discretion, extend this deadline for submission of bids or any other date, by amending the bid documents in accordance with ITB Clause 4.0
- 3.0 **Late Bids**

The server time indicated in the Bid Management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the bid submission activity will be allowed till the permissible date and time schedule in the tender. Once the bid submission period is over, the bidders cannot submit their bid. **Bidders are advised to start the Bid Submission well in advance so that the submission process is completed within the scheduled period**, failing which shall be their responsibility.
- 4.0 **EARNEST MONEY:-**
 - (i) The Earnest money in the prescribed instruments as mentioned in clause 2.0 of Special Conditions of Tender / Contract.
 - (ii) IDT-3 form as annexed duly notarized by Public Notary
- 5.0 **TECHNICAL OFFER :-**

Technical offer of the tendered item as per Technical Specifications and Technical Conditions as stipulated in the tender document along-with other documents and details / information as mentioned below. In absence of any of the documents / details required in this part, the offer of the firm may not be considered.

(a) **COMPLETE TECHNICAL OFFER:-**

Tenderer shall submit all details as per tender requirement along with all documents i.e. Special Conditions of Contract, Constituents of Different Parts of Tender offer, Detailed Technical Specifications & Technical Conditions and General Conditions of Contract Form-111, 112, Additional Conditions to General Conditions of Contract duly signed and stamped on each page by the tenderer in lieu of firms acceptance of all the tender conditions in toto.

(b) **POWER OF ATTORNEY :-**

Power of attorney in the name of individual signing the tender documents as shall be submitted if it is not signed by the proprietor / owner.

(c) **VALIDITY COMMITMENT :-**

Agreement (for Validity Commitment) in prescribed Performa (Annexure-‘VC’) on Rs.100.00 Non Judicial Stamp Papers duly signed by the Tenderer is to be submitted. The tender offer shall remain valid for acceptance for a minimum period of 3 months from the scheduled date of opening of the tender.

6.0 **Tender offer shall contain the following :-**

- (a) Bill of Quantities & Scheduled of prices duly filled and signed by the Tenderer.
- (b) Tendered rate should be without GST. GST will paid extra as per government order.
- (c) Income Tax clearance certificate / proof of submission of Income Tax return of previous assessment year

FINANCIAL CONDITIONS OF TENDER/CONTRACT

NOTE:(i)These Special Conditions shall be read and construed along with the annexed General Conditions of contract Form-111, 112 but in case of any contradiction between these Special Conditions and the General Conditions of contract Form-111, 112, the Special Conditions here in under and technical conditions here in after shall prevail.

(ii) If any addition, deletion or alteration in the conditions of Contract is made consequent to the direction given by Government Conveyance / Technical Audit Cell/ any other Govt. agency, and if on account of such changes any financial liability is accrued, the same shall be to the Contractor's account.

(iii) In case, the information & documents as desired in different parts of the Tender Offer are not submitted, the relevant part may be treated as non- responsive and subsequent Part of the Offer shall not be opened.

(iv) No deviations from the technical Specifications / Conditions laid down shall be Accepted in Technical part "B" of the tender offer.

1.00 **SCOPE:**

This Tender/Contract shall be exclusively governed by the terms and conditions under the following headings:-

- (i) Special Conditions of Tender/ Contract.
 - (ii) General Conditions of Contract-Form- 111, 112.
 - (iii) Additional Conditions to General Conditions of Contract
 - (iv) Constituents Of Different Parts of Tender Offer
 - (v) Bill of Quantities& Schedule of Prices
 - (vi) Detailed Technical Specifications & Technical Conditions.
- Letter of Acceptance of tender and subsequent amendments/Corrigendum issued from time to time under the provisions of the Contract by Executive Engineer Barrage Mechanical Maintenance Division, Kanpur

Conditional Tender Offer shall not be considered in any case.

2.00 **EARNEST MONEY:**

Tenderers may please note that each tender must be accompanied with Earnest Money amounting as specified. approx in any of the prescribed instruments as mentioned below, duly pledged in favour of The Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur, valid for a period of 6 months from the date of opening.

- (a) National Savings certificates of Indian Post Offices.
- (b) Call deposit Receipt of State Bank of India or any other Scheduled Bank
- (c) Term Deposit Receipt / Fixed Deposit Receipt of a Scheduled Bank.

2.10 **FORFEITURE OF EARNEST MONEY:-**

Tenderer shall note carefully that in the event of the breach of any terms and conditions or subsequent commitment of assurance forming part of their tender, Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur shall have unquestionable right to reject the tender and forfeiture of Earnest Money. In the event of tenderer's offer being accepted and failure for signing the agreement on or before the scheduled date as stipulated in the acceptance letter, earnest money deposited with the department shall be liable for forfeiture and no claim whatsoever shall be entertained in such case.

2.20 RELEASE OF EARNEST MONEY :-

Earnest may be released in case of those tenderers, who fail to qualify the tender.

3.00 VALIDITY OF CONTRACT:-

The Contract shall be valid till the validity of the Performance Security as stipulated in clause 14.00 herein after.

4.00 RESPONSIBILITY OF THE CONTRACTOR:-

The contractor shall be entirely responsible for execution of the contract in accordance with the terms and conditions & requirement contained in Constituents Of Different Parts of Tender Offer, Special Conditions of Tender/ Contract, General Conditions of Contract Form-111,112, additional Conditions to General Conditions of Contract, Detailed Technical specifications & Technical Conditions, Bill of Quantities & Schedule of Prices, Letter of Acceptance of Tender and Agreement issued by Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur

5.00 DISTRIBUTION OF QUANTITY :-

In case the lowest rates are quoted by more than one contractor then the purchaser reserves the right to distribute the quantities between different tenderers on the lowest tendered rates in the public interest.

6.00 COMPLETION PERIOD:-

The work shall be completed within specified from the date of issue of acceptance letter from the date of AGREEMENT. This period of completion may be altered at the time of Agreement. The date of actual receipt of the material in Barrage Mechanical Maintenance Division, Kanpur shall be treated as the date of completion of delivery.

7.0 DELAYED DELIVERY:-

The contractor shall not be allowed to detain/delay the work abnormally and in the exigencies of Govt. work suffering for want of the said work, Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur issuing Agreement /Contract shall be at liberty to rescind/ cancel the order placed on the contractor and arrange the same work at prevailing market rate and the higher price, if any paid against such work shall be recoverable from the contractor from his dues pending with the Department / Performance Security deposited by the contractor or both.

8.00 DESPATCHES:-

The inspected material covered by this contract shall be delivered to Barrage Mechanical Maintenance Division, Kanpur by contractor.

8.10 In case of dispatch by road, the contractor shall request the The Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur for issue of Road Permit Form 38(if applicable) in advance, so that dispatches are not delayed & expedited in time.

9.00 LIQUIDATED DAMAGES:-

If the entire work or any part thereof is not completed by the due-date the liquidated damages as provided shall become payable at the rate of ½% per week of the contract value of undo work / delayed work subject to a maximum of 10% of contract value of such work.

10.00 REQUEST FOR TIME EXTENSION:-

The contractor shall apply for the extension of time when works are not expected to-be completed within the stipulated work schedule along with necessary documentary proof in support of their contention for extension of time, within the stipulated work schedule, to the Barrage Mechanical Maintenance Division, Kanpur, failing which the request for extension

of time is liable to-be rejected and liquidated damages as per Clause 9.00 above shall become payable.

11.00 **MANUFACTURING& PROVIDING OF CORRECT MATERIAL/ EQUIPMENT**

The Contractor shall ensure that only those material, which are correct and according to stipulated Technical Specifications, are manufactured. In the event of discrepancies being found subsequent to the completion of the works, the Contractor shall be bound to replace/ rectify them by correct material free of cost.

12.00 **PAYMENT TERMS:-**

Payment will be done after completion of work, receipt and check & verification of material in Barrage Mechanical Maintenance Division, Kanpur subject to availability of funds on project.

13.00 Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur reserves the right to modify the above payment term.

14.00 **PERFORMANCE SECURITY:-**

In the event of a contract being placed on a contractor, he shall have to deposit performance Security amounting to 10% of value of the Contract within 15 days from the date of issuance of acceptance letter, failing which it will be presumed that the firm is not interested in entering into Agreement and the Acceptance Letter issued may stand withdrawn at risk and expenses of the firm and earnest money deposited shall be forfeited.

The aforesaid Performance Security shall be deposited in the form of Bank Guarantee from the nationalized or scheduled bank/ Call deposit Receipt/ TDR/FDR of State Bank of India or any Scheduled Bank against payment of the stamp duty as applicable at the time of agreement.

15.00 **NOMINATION OF ENGINEERS:-**

Executive Engineer, Barrage Mechanical Maintenance Division, Kanpur or his authorized representative would act as Engineer for the purpose of this contract

16.00 **NOTICE TO CONTRACTOR:-**

Any notice given to the contractor shall be posted under Registered Cover / Speed Post /Fax to their address. The Tenderer is therefore required to give their complete postal, telephonic & telegraphic address including fax no. Such posting other than fax message shall deemed good service of such notice and the time mentioned therein for doing any act after notice shall be reckoned from the date on which such notice should normally reach him i.e. One Week.

17.00 **NON-PERFORMANCE:**

In the event of non-performance of any kind during the pendency of the contract, this shall be treated as misconduct on the part of the firm and the firm may be Black-listed along with penal action as per conditions stipulated in tender / contract.

18.00 **DISPUTE:-**

All disputes arising out of this Contract shall be subjected to the provisions of Arbitration and Conciliation Act –1996 and subsequent amendment thereof. Disputes not covered under the arbitration provisions shall be subjected to the territorial jurisdiction of Kanpur Courts only.

ID FORM NO-112

PUBLIC WORKS DEPARTMENT - UTTARPRADESH

ITEM OF PERCENTAGE RATE TENDER OF CONTRACTORS

Name of work.....

Name of Contractor.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1- All work proposed for execution by contract will notification a form or invitation to tender posted on a board hung up in the office of and signed by the Sub-Divisional Officer/ Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender the percentage if any to be deducted from bills. This set of contract documents consist of copies of drawing and details of the proposed work specifications, schedule of quantities of various items of work and a form of the printed conditions of contract together with the form of the tender to be used, signed for the purposes of identification by Sub-Divisional Officer/Executive Engineer and approved by the authority competent to make the contract shall be available for public inspection at the office of the Sub-Divisional Officer/Executive Engineer during the office hours.

2- In the event of the tender being submitted by a firm it must be separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3- Receipts 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 contractors who submit a tender shall prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderer which propose any alternation in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or not accomplished by the deposit of earnest money notified, will be liable to rejection. Tender shall have the name of the work to which they refer written outside the envelope.

5- (i) The Executive Engineer or authorized committee will open in the presence of any intending contractors who may present at the time and will enter the amounts of several tenders in a comparative statement in suitable form, in the event of tender being accepted, receipt for earnest money forwarded herewith shall there upon be given to the contractor, who shall there upon for the purpose of identifications sign. Copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) When tenders are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for order. The earnest money if in currency notes shall be credited in the cash book and paid into the treasury, a receipt in account Form no. 3 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 From 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as rejected the usual stamp receipt being taken.

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

	Rs.	
(a) When the amount of the tender does not exceed	Rs. 2000	50
(b) When exceeding Rs. 2000 and not exceeding	Rs. 5000	100
(c) When exceeding Rs. 5000 and not exceeding	Rs. 10000	200
(d) For each additional Rs.5000 or portion of Rs.5000		
A further sum of.....		100

Such earnest money shall be deposited by the contractor in Government in Government treasury of sub treasury as laid down in paragraphs 340 (b) of the Financial Hand Book Volume V Part 1 Account Rules and the receipted treasury challan attached to the tender.

Note: The officer calling for tender may, in special case where it would be inconvenient for tenderer to deposit money into Government treasury, relax the rule and permit contractors to deposit earnest money with him in case or 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 execution for the Governor of Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in the

(a) if several sub works are included they should be detailed in a separate list.(b) Vide rule 9 on Page2

time specified in each memorandum at the rate specified therein and in accordance in all respects with the specification designs Drawing and instructions, in written referred to in rule I, here or and in clause 2 of the contract and with such material as are provided for by and in all respects in accordance with Such conditions so for as applicable.

MEMORENDOM

- (a) General description ----- Rs.
- (b) Estimated costRs.
- (c) Earnest moneyRs.

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

(c) Strike out the Alternative and Attested ignature To it.

N.B. When tenders are submitted at a percentage above or below the rate in the sanctioned estimated the information in all the columns should be filled by the Sub-Divisional officer/Executive Engineer.

(2) In the case of works when contractor required to quote their own rates for the different items of works the column (1) should be left blank for the tenders to fill in.

Item no.	Item of work	Approximate quantity of work	Unit	Per	Tendered rate (3) sanctioned		
					Rs.	P	

“ I” or “We”.....tender at.....percent above below the rates entered above-

*or

.....tender at the above rates.

Should this be accepted* hereby agree to Abide by and fulfil 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 successors in-office the sums of money Mentioned in the said conditions.

*Strike out the native and attach Signature to it.

The sum of Rs.# is her with 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 said conditions of contract.

Give particulars and number

Dated the.....Day of 200 Witness..... Address..... Occupation.....

*Signature of witness To contractor’s Signature.

#..... *Signature of contractor before sub- mission of tenders

*Hereenter “Recommended” or “ non” recommended #Signature *Signature

*..... #.....

*..... #.....

#Signature and date official designation

.....Superintending Engineer..... or the accepting authority. *.....

Irrigation Works

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

.....

.....

Dated.....day of.....

CONDITION OF CONTRACT

I.D.Form NO.111

<p>Clause I: The Person or Person 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 Utter Pradesh (Herein after called the Government) either in cash or securities as provided in paragraph 614 and 615 the Financial handbook, Volume VI Such as will earnest money deposited with the tender of rupees.</p>	<p>ID Form no. 111</p>
<p>And where any security so deposited is not payable to bearer the contractor shall endowers of transfer it to the said Government in such a manner that the sums represented by it can be realized without consent or assistance of the contractor. The contractor shall also permit the Government at the time of making any payment to him for work done under the contract to deduct 10% (ten percent) of all moneys so payable account of Security Deposit until such deduction, along with the sums already deposited as earnest money to be adjusted in the sums already deposited as earnest money to be adjusted in the last deduction, with amount. In the case of work estimated to cost up to Rs. 1,00,000 to 10% of the estimated cost.</p> <p>(i) In the case of work estimated to cost more than Rs. 1,00,000/- and up to Rs. 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance, and Security Deposit.</p> <p>(ii) In the case of work estimated to cost more than Rs. 2,00,000 to 10% on the first Rs. 1,00,000/- 7.5% on the next Rs. 1,00,000 and 5% on the balance unless he is/they are exempted from payment of Security deposit, individual cases or has been deposited the amount of the security at the rates mentioned above in the case or in the form of Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank of India.</p> <p>(G O No. 5479 Sa Kha/81-23-1-3/81N-79 Dt. 25-11-12)</p> <p>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 do so shall be constructed as breach of this contract, and without prejudice to any other remedy provided in these conditions the Engineer-in-charge shall have the right to withheld payment and deduct the entire security amount and any money's becoming payable to the contractor. The amount of security money shall. If not with held account of breach of contract be returned after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the conditions that in case of building works of the first rainy season comprising of months of June, July, August and 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 first bill whichever is later .</p> <p>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 security money can be refunded with the prior approval or the authority next higher to the person accepting the contractor on behalf of the Government.</p> <p>All compensation or other sums of money payable by the contractor to the Government under 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 accruing there from or from any sums which may be due or may become due to the contractor by the Government or on account whatever and in the event of his deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash/Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or raised by sale of his security deposited or any part thereof.</p> <p>Without prejudice to any other remedy provided by law the government may recover all dues hereunder from the contractor of the arrears of land revenue GO No.A-2-2242/X+317(5) 71 Dt. 23.12.83</p> <p>EXPLANATION: For the purpose of this clause if the work under this contract includes constructions or repair of any structure having roof over it, the reconstructions whole will be clause a building work.</p> <p>Clause 1(A): If not appropriated by the Government under the provision of thiscontract, the security money or such balance thereof as may be left over after making deductions will be</p>	<p>Further Deposit</p> <p>Deduction From payments</p>

refunded to contract after the Superintending Engineer has satisfied himself that the terms of this contract have been duly and faithfully carried out by the contractor not before the expiry of period of six months after the completion of the work.

Provided that in case the superintending Engineer is satisfied even before the expiry of period of six months that all the terms to this contract have become duly faithfully carried out by the contractor, the security money or such balance as may be refunded to the contractor with the previous sanction of the Government as provided in rule 23 appendix XIX of FHB Vol. V Part I.

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

(1) Vide G.O No. 5645 A.N./XXIII-B-550/62 date in.....21967

Clause 2(B): to be used instead of 33(a) when the latter is from the nature of the work impracticable.

Clause 2(B): to be used instead of 33(a) when the latter is from the nature of the work compensation within the period specified in the tender's such period shall be reckoned from the date on for delay which the order to commence work is given to the contractor. The contractor shall at all times during such period shall proceed with the work with due diligence and shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer [whose, decision is writing shall be final] may decide on the amount of the estimated cost of whole work as shown by tender for everyday that work remains un commenced or unfinished after the proper 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 clause one-half of the value quantity (as the Ex. Engineer may determine of the work before three-fourth 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 Ex.Engineer [whose decision in writing shall be final] decide the said estimate cost of the whole work for everyday that the quantity of work remains incomplete provided always that the entire of compensation to be paid under the provision of the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause (i): In any case which under any clause of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in on sum of deducted by statement (the Ex. Engineer shall have power to adopt such or following courses as he may deem –best).

(a) He may rescinded the contract by giving the contractor notice of recession signed by the Executive Engineer and may then take the contractor's security deposit it for the use of Government as compensation for the loss clause by the contractor's defaults.

(b) He may after giving the contractor 7 days notice in writing of intention to do so measure up to work by the contractor, and then employ and pay labour and supply or pure materials and carryout all or any part of the work himself on behalf of the Government debiting the contractor with to the actual cost crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Ex. Engineer the certificate in writing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contract.

(c) He may after giving the contractor 7 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 giving contractor its completion to another contractor and may postpone till the completion of the assessment of the completion to be paid by the original contractor, if the Engineer elects to give the completion shall pay expenses which may be incurred excess of the sum which would have been paid to him if the whole work had been carried out by him and certificate in writing of the Executive Engineer or of the Sub-Divisional Officer shall be final and conclusive as against to the original contractor as to the amount of any such expenses.

Action for which whole Security deposit is forfeited

<p>Clause 3:(ii) if the Ex. Engineer does not desire to do so work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchases/procured any materials or entered into any engagements or made any advance on an account of or with advise to the execution of the work of the performance of the contract and shall not be entitled to recover or be paid or given credit of any sum for any work therefore actually performed by him under this contractor unless and until, the Executive Engineer or the Sub-Divisional Officer acting under this order shall have 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.</p> <p>Clause 3:(iii) if upon any occasion the Ex. Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such power upon a subsequent occasion if the contractor again makes defects not shall such abstention absolve the contractor from the liability to pay compensation for any default whichhe may have made.</p>	
<p>Clause 4 if the Ex. Engineer exercises any of the power given to him by clause as he may. If he desires take procession of all or any tools, plants, materials and stores in or upon the work or the site thereof and belonging to the contractor or proceed by him and intendment to be used for the execution of the work or any part thereof pay or allow the contractor for the same at the contractor rates or in the case of these not being applicable at the same at the contractor rates or if any of these not being applicable at current market rates to be certified by the Ex. Engineer whose certificate thereof shall be final and if the Ex. Engineer does not desire to do so the Ex. Engineer may be notice against required him to remove such tools, plants, materials or stores form the premises (Within a time to be specified in such notice) and if the if the contractor fails to comply with any such requisition the Ex. Engineer may remove them at the contractor’s expenses and at his risk in all respects by auction or private sale and the certificate of the Ex. Engineer as to expenses of any such removal is conclusive against the contractor.</p>	<p>Contractor liable to pay any compe nsation if action not taken under any clause. Power to take possession of or require removal to sell contractor plant</p>
<p>Clause 5: If the contractor desires an extension of time of completion of work on the grounds of any unavoidable hindrance to its extension having arisen, shall apply in writing to the Ex. Engineer who, if in his opinion reasonable grounds are the shown therefore, shall extend this time limit up to a period of six months or 50% of the time limit provided or time completion whichever is less and thereafter Ex. Engineer shall, if in his opinion (which shall be final) reasonable ground are shown therefore, authorize extensionas many in his opinion is necessary or proper.</p>	<p>Extension of Time</p>
<p>Clause 6: On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer {hereinafter called Engineer in charge giving the date of completion and shall also send a copy of such notice to the Executive Engineer and shall request the Engineer-in-charge to give him a certificate to 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 works, doors, windows, walls floors or Final Certificate other parts 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 the work, the Engineer-in-charge may to do so, and may sell much scaffoldings and materials as have not been removed by the contractor and the contractor shall furnish with pay all expenses so incurred and shall have no claim to respect of any such scaffolding surplus materials aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-charge, whose measurement shall be binding and conclusive against the contractor.</p>	<p>Final certificate</p>
<p>Clause 7: in case of work estimated to cost more than rupees one thousand the Contractor shall on submitting the bill thereof theentitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose advances certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall be made as advances to be credited to the Government in the settlement of the accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Executive Engineer or Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re correct any work on the ground that such work is bad unsound imperfect or unskilled or prevent the Government from enforcing any claim against the contractor on account of any default by him or conclude determine of affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge’s certificate of the measurement and of the total amount payable for the work shall be final binding on all parties.</p>	<p>Payment on intermediate certificate be regarded as advances</p>

<p>Clause 8: If the contractor abandons or is unable to complete work compile the Ex. Engineer may certify in writing the value of the work done work by the work 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>	<p>Incomplete to compile the work</p>
<p>Clause 9: When the estimate on which a tender is made includes Sum in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work invited or the part of the work in question at the Same rates as are payable under this contract for other such item so work unless Part of the work in question is not in the opinion of the Engineer-in- charge capable of measurement in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof and the certificate in writing of the Engineer-in-charge shall be final and conclusive against contractor as to the basis up to which payment is so be made in such cases and as the amount to be paid</p>	<p>lump Sum in estimate</p>
<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 Betaken all measurement necessary for checking the contractor's bill and adjusting his claim as specify as possible. If the contractors not submit his bill within the Time fixed the Engineer-in-charge may after giving the contractor 7 day's notice in Writing measure or depute someone to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-charge to draw-up a bill based on such measurements and any bill so drawn up shall be binding on the contractor if the contractor fails to attend when such measurements are taken. Such measurements shall be binding on him and if he attends but refuses to sing the list of measurement. The matter shall referred to the immediate superior of the Engineer-in-charge whose Decision shall be binding on the contractor</p>	<p>Bill to be submitted monthly</p>
<p>Clause11: The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all items in such bill Shall be charged at the rates specified in the tender or in the case of any extra work order pursuance of these conditions and not mentioned or provided for in the tenderat the rates here in after provided in such work.</p>	<p>Bill to be printed form</p>
<p>Clause12:if the specification or estimate of the work provides for the use of Any specification of materials to be supplied from the Engineer-in-charge store or If 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 her-In-after mentioned being so far as practicable and for the convenience of the contractor specified on the schedule here to annexed but not so as in any way control The meaning or effect of his contract) the contractor shall be supplied with which materials and stores as may from time to time be required by him for the purpose of the contractor but only for such purposes and he shall pay for the same at the rates specified in the said Schedule of in no rates is so specified as cost price as defined in clause 16 thereof.</p> <p>All materials so supplied to the contractor will become the property of the contractor but shall not on any account be removed from the site of the work until The whole work is certified to be completed by the Executive Engineer except the written permission of the Executive Engineer and shall as all time be open to inspection by the Engineer-in-charge the Executive Engineer shall however have the option to take over any such materials if unused at the time of the completion or termination of the contract at the specified issue rate or the current market rate whichever is less.</p> <p>Clause12: In case where the contractor is himself to supply the materials he must abstain articles required for the construction of the work from the firms with the Directors of industries made arrangements while in the case of materials for supply for Which no such arrangements has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification and for test materials. Supplied by the contractor must confirm in such specification and/or test.</p> <p>Clause12.(B) Provided always that the contractor shall not be entitled to any compensation for damage caused or loss sustained by him and to due late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.</p>	<p>Stores supplied by Government</p>
<p>Clause13: All articles required for the construction for the construction of the work andwhich the contractor is to himself shall be obtained by the contractor from with which the Director of industries has made arrangements and if for the supply of any articles no such arrangement have been made any such articles supplied by the contractor shall confirm to such specification and/or tests if any, as may be prescribed by the Director of industries in consultation with the department.</p>	

<p>Clause14: The contractor shall obtain from the stores or the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required therefor in connection there with the value of such stores and 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 contractor 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 what so over which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if asked for. Any Excess of those entered in the Schedule in such cases the price charged will be stock rate market whichever in greater.</p>	<p>Stores imported from Europe to be obtained from Govt.</p>
<p>Clause15: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and in every respect connect accordance with the specification both as regards materials and otherwise the contractor shall also confirm exactly. Fully and faithfully to the designs, drawing and instruction in writing if the work signed by the Engineer-in-charge and lodged in his office and the contractor shall be allowed to inspect the same during office hours and may at his own expenses have copies of the specifications and of all such designs, drawing and instructions as aforesaid made for his own use.</p>	<p>Work to be executed in accordance with specifications/ drawings order etc. Alteration in specifications and designs</p>
<p>Clause16: The Engineer-in-charge shall have power to make such alteration in or additions to originals, specifications, drawing, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any Instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be so directed to do, shall be carried out by the Extension same conditions in all respect on which he agreed to do the main work and at the Of time in same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that additional work was to the original contract work. If the additional work includes any item for which no rates is specified her under, 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 rates for such work then contractor shall not being work until a rates in respect of such work has been settled by mutual agreement between him and 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 be 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 disputes the decision of the Superintending Engineer shall be final and binding on the contractor.</p>	<p>Don't invalidate contract Extension of time in consequences of alterations Rates for additional work not in estimate or schedule of rates of district</p>
<p>Clause 17: The Executive Engineer, acting on the written order of his immediate superior, may at any Time by notice in writing to the contractor either stop the work altogether or reduce or out it down if the work is stopped altogether. The contractor will only be paid for the work done and expenses legitimately incurred by him on 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 Executive Engineer, whose decision shall be final and binding on the contractor if the work is out done the contractor will be paid for the work as so out dwlt but in neither case will be paid any compensation whatever for the loss of profit which he might have made if he has been allowed to complete all the work included in the tender</p>	<p>No compensation or alteration in or restriction of work to be carried out</p>
<p>Clause 18: if the Engineer-in-charge is satisfied that the construction of any part Of the work is faulty or the material 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 not withstanding 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 complaints and requiring the contractor the remedy such defects or to replace such materials or articles within a specified period of time. If the contractor fails to comply, in all respect with the requirements of any such Notice within ten days after expiration of the period specified in that notice, the Engineer-in-charge may himself remedy such defects or as they may be replace Such materials or articles and the contractors shall pay all expenses incurred by The Engineer-in-Charge in doing so and the certificate in writing of the Engineer-in-charge a s to the amount of any such expenses shall be final and binding upto the contractor.</p>	<p>Action and compensation payable in case of bad work</p>

<p>Clause 18(A) Government shall have the right to accept the reduced substandard or defective work and to cause and audit any technical examination of work and running and final bills of the contractor, including all supporting vouchers abstract etc., to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work audit and technical examination, any sum is found to have been overpaid in respect of any work done by the contractor found the contract of any work claimed to have been done by him under the contract but found not to be have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government recover the same form in the prescribed in clause 1 above or any other manner legally permissible and if it is found that contractor was paid less then what was due to him under the contract in respect of any work executed by him under it the amount of such payment may be duly paid by the Government to the Contractor. Provided that the sub-standard of defective work accepted is not considered to be Seriously defectively by the Engineer-in-charge and the rate of the work accepted is suitably reduced by him to compensate to Government and such reduction will be binding on the contractor.</p>	<p>Work to open for inspection</p>
<p>Clause 19: All work under or in the course extension or executed in pursuance of The contractor shall at all times be open for inspection and supervision by Engineer-in-charge and his subordinate and the contractor shall on all time during the usual working hours and on any other occasion of which he shall have reasonable notice either himself be present to receive order and instructions, or have responsible agent duly accredited in writing present for that purpose Order given to any such agent have the same effect as given to the contractor himself.</p> <p>Clause 19:(A) No labour below the age of 18 years shall be employed on the work</p> <p>Clause 19:(B) The contractor shall pay to his labours a fair wage.</p> <p>*Clause 19:(C) The contractor before he commences the work shall (a) post in a Conspicuous place on the work a notice giving the rates of wages which have been Certified as fair by the Execution Engineer and (b) send a copy of the notice to the Executive Engineer.</p> <p>Clause19: (D) The contractor shall be bound and shall be responsible to comply with the provision of the laws in force in the state of Utter Pradesh including the minimum wages Act or any enactment in supervision extension or modification thereof which may be passed at any time or from by a competent legislative body and may have affection in State of Utter Pradesh and the Rules and Regulations made there under or any amendments or modification thereof the time being in force. All expensesin connection with the compliance of such laws and rules shall be borne by the con-tractor, and the contractor shall neither demand no claim nor shall be entitled to any additional payment for the reason that he failed to take into accounts such expenses while submitting this tender. In every case in which by virtue of the provisions of the labour laws in force in the State of Utter Pradesh and the rules and regulations made there under 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, the Government shall be at to recover such amount or any part thereof deducting it either from the security money deposited by the contractor or any sum to his credit under Clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.</p> <p>Clause 19:(E) The contractor shall engage labour for the work through the nearestEmployment Exchange.</p> <p>Clause 19:(F) The Contractor will request the Employment Exchange to provide Himlabour on wages to be mentioned by him which shall not be less than fair wages for the locality of the work to be fixed by the Superintending Engineer in consultation with the District Manager Connected. He will also specify the period of the supply of the labour which shall not be less than a week from the date contract request at thelabour at the Employment Exchange fails to supply labour within the specified period the contractor will have option to engage labour from other sources.</p> <p>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 then Transportwages accommodation working hours and amenities. The contractor will Have the option to dispense with the labour without any reference to the Exchange When such labour is not required for the work and when he satisfied with it, but he Will give due information of the labour Exchange.</p>	<p>Contractor or responsible agent to be present</p>
<p>Clause 20: In order that the work may be measured and the contract dimensions thereof token, the contractor shall not cover up any of the same or otherwise place beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge or of his subordinate in charge of the work or until He has giving to the Engineer-in-charge or to such subordinate Five days notice in writing that the work is ready for measurement.</p> <p>If the contractor cover up any work or place it beyond of the measurement without such</p>	<p>Notice to be given before work is cover up</p> <p>Direction of</p>

<p>consent and before the expiration of The period of such notice, the contractor shall either as he may elect strip such at his own expenses in order that may be measured or shall forfeit the price of the work and of the materials used in its constructions.</p>	<p>work</p>
<p>Clause 21: All work to be executed under the contract shall be executed Under the direction and subject to the approval in all receipts 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.</p>	<p>Decision of Engineer to be final</p>
<p>Clause 22: Except where otherwise specified in the contract the decision of the Ex. Engineer for the being shall be final, conclusive and binding on all parties to the contract up in all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned. The decision of such Engineer as to the quality of workmanship or materials use on the works as to any other questions, claim, right, matter or thing whatever in any way arising out of or relating to the contract designs or drawings, specifications, instructions, order, or these conditions or otherwise concerning the work or the execution or fail to execute the same whether arising during the progress of the work or after the completion or amendment of the contract by the contractor, shall also be final conclusive and binding on the contractor.</p>	
<p>Clause 23: If the contractor, or his work people, all servant shall break defense, injured or destroy any part of a building on or which they may be Working or any building, road, fence enclosure or grass land or cultivated Ground continuous to the permission which, the work or any part is being executed or.</p> <p>If any damage shall happen to the work in progress from any cause due to negligence of responsibility the decision of the Executive Engineer Shall be final and the contractor shall at his own expenses make good such Damage or it 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 etc to the amount of such expenses shall be final and binding on the contractor.</p>	
<p>Clause 24: The contractor shall supply at his own cost all materials except Such special materials, if any, as in accordance with the contract be supplied from the Engineer-in-charge's stores, plant, tools, appliance, implement, ladders charge, 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 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 liable for pay for the carriage of all such things to end from work. The contractor shall also supply without charge workman with the means and mater provision of Necessary for the purpose of setting out works, and for counting-wet assisting in the measurement or examination of the work, or material at any time. If the contractor fails to do so the same may be by the Engineer-in charge and the contractor shall pay the cost of the same as certificate, shall be final The contractor shall also provide all necessary fencing Lights required to protect the public from accident and shall bear the expenses defend every suit, action or other proceeding of few that may be brought up by any person for injury sustained owing to the neglect to the above perfections and shall also pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with consent of the contractor be paid to compromise any claim by any such person.</p>	<p>Contractor shall supply plant, scaffolding etc.</p> <p>Liable for damage arising from non provision of light, fencing etc.</p>
<p>Clause 25: The contractor shall not employ female labour in the execution work or any part thereof within the limits of a cantonment.</p>	
<p>Clause 26: The contractor shall not assign or sub-let the contractor without the to do security deposit written permission of the Ex. Engineer and if the contractor does attempts so to do or becomes or commences any insolvency proceedings or makes of if Contractor to make any composition with his creditors or if becomes he or any of his servants or agents either directly or indirectly, gives, officers or promises any bribe, gratuity, gift, loan perquisite reward or advantage pecuniary or otherwise to any public officer or person in the employ, or Government in any relating to his office or employment or if any such officer or person shall become in any such officer or person shall become in any way directly interested in the contract without having first obtain the permission in writing of the Government the Ex. Engineer thereupon by notice in writing rescind the contract, and the security deposit at the contractor shall There upon stand fortified and be absolutely of the disposal of the Government and the consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not</p>	

be entitled of recover or paid any work thereof actually performed under the contract.	
Clause 27: Any sum payable by the contractor as compensation under of these conditions shall be deemed to reasonable compensation for the Act or default in respect of which the same becomes payable without proof of without reference the actual amount of damages or loss sustained.	Sum payable by way of compensation without reference to actual loss
Clause 28: In the case of a tender by partners, contractor shall state the name of theand shall notify to the Engineer-in-charge any change in the constitution of the firm As such change occurs.	Change in construction of firm
Clause 29: In the clause of any work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with district specification and if there is no district specification, the work shallbe carried out in all respect in accordance with instructions and requirement Of the Engineer-in-charge.	Action where no specification is given
Clause 30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, expression ‘ 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. Clause 31: The additions and deductions on account of percentage referredto at page 3 of the accepted tender, will be calculated on the gross and not on the net amounts of the bill for the work done.	Contractor’s % whether applied to not or gross amount of bills stock put this
Clause 32.(1) In every case in which by virtue of the provisions of or section 12 sub-section (1) of the workman’s compensation Act. 1932 Govt. is obliged to pay compensation to a workman employed by the contractor or any Sub-Contractor from him in the execution of the work Government will recover fromthe contractor the amount of the compensation so paid and without prejudice to The rights of the Government under section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting if either from the security amount deposited by the contractor or his credit under clause1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise. (2) Government shall not bound to contract any claim made against it under section 14, sub-section [i] of the said Act, excepts on the written request of the workman contractor and upon his giving to Government full security for all costfor which Government right become able in consequence of contesting the claim.	Clause in the case of a time and rate contract Compensation to the workman Notice to be given before the work is cover up
Clause 33. Notwithstanding anything still indicated in the aforesaid clause theGovernment shall have power to retain any sum due to the contractor [s] and set off all claims against [them] whether assigning out of the particulars contract orout of any other transaction orcontract called by him [them] alone or Partnership with there.	Direction of work
Clause 34. All disputes in respect of the contract arising between the contract and the department will be put up to the Superintending Engineer I.W.C1, Kanpur and his decision shall be final legally, binding on both the parties.	
Clause 35. Quantities are liable for variations on either side 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 ordinarily should arranged Employments Exchange, will give preference to Ex-serviceman. He will have to remove any undesirable labour if ordered by the department.	
Clause 37. Claims not preferred within 48 hours of occurrence are liable to rejected.	
Clause 38. No extra payment shall be made to the contractor for making profiles and names in connection with the execution of the work as per G. O. No. 354 3B/66XXIII-IB II dated 2-61996.	
Clause 39. During the courseof construction if any emergency is forwarded due to any clause or claims of works, the contractor shall send a registered notice to the Executive Engineer-in-charge within a fortnight of the origin of the claim. If he fails to do so or if he postpones submission of such claims till the completion of work, he will be entitled to on compensation.	
Clause 40. The contractor shall not influence of direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if the does so contrary to the above, he will be responsible for the loss or damages caused or claim by other parties and the decision of the Executive Engineer as to the amount of such damage shall befinal and binding on both the parties.	

<p>Clause41. The agreement is subject to the standard specifications. The clearance of site shall be done by the contractor at his own expenses.</p>	
<p>Clause42. Income tax at the rate of 2% shall be deducted from the bill in terms of sub-section(i) of section 194(c) of income Tax Act XVI of 1972.</p>	
<p>Clause43. FOR FAMILY PLANNING PURPOSES IN CONTRACT. The contractor agrees to persuade all his labour and other employees, including casual labour employed by him to adopt family planning techniques(including vasectomy and tubectomy on lines with policies and programs announced by the State Government from time to time in relation to the State Government is so far as may be applicable and to furnish to engineer-in-charge monthly report in this behalf.</p> <p style="text-align: center;">GO. No. 032/76-C-3/1975-76dated 8 September 1976.</p>	

Schedule showing (approximate) materials to be supplied from the public work Stores for works contract to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates at which the material be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sign.of Contractor

Sig. of Sub-Divisional Officer

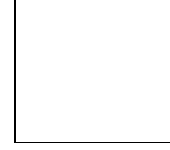
Executive Engineer

स्वघोषणा शपथ-पत्र

(निविदा प्रपत्र के साथ शपथ पत्र मूल रूप में संलग्न किये जाने हेतु)

मैंपुत्र श्री निवासी

(स्थायी पता)..... (अस्थायी पता)



..... का निवासी हूँ।

मैं शपथपूर्वक निम्न घोषणा करता हूँ।

- 1- मैं सिंचाई विभाग का एए/ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी सम्बन्धी प्रमाण पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं सिंचाई विभाग के कार्यों को पूरा करने के लिये सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
- 2- सिंचाई विभाग द्वारा जो (कार्य का विवरण लिखा जाय)..... कराने की निविदा निर्गत की गयी है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
- 3- मेरे द्वारा दिये जा रहे प्रमाण पत्र चरित्र प्रमाण पत्र/हैसियत प्रमाण पत्र/ आयकर प्रमाण पत्र/ व्यापार कर प्रमाण पत्र/ जमानत धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप से निविदा पत्र के साथ संलग्न कर दिये गये हैं।
- 4- मेरा पैन नं०..... है तथा आयकर विभाग द्वारा प्रदत्त नवीनतम आयकर प्रमाण पत्र संलग्न है।
- 5- मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाये।
 1. मुकदमा नम्बर.....
 2. धारायें.....
 3. थाना.....
 4. जनपद.....
 5. न्यायालय (जहां मुकदमा चल रहा है).....
- 6- मैं सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असमाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया तथा अपराधी नहीं हूँ। मेरा चाल चलन कार्य एवं आचरण उत्तम है।
- 7- मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
- 8- यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/आसामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गवन किया जाता है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।
- 9- मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूँगा और विभाग को पूरा सहयोग प्रदान करूँगा।
- 10- मेरा कार्य एवं आचरण उत्तम है।
- 11- मैं शपथ पूर्वक घोषणाकरता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है :-
 - (अ) स्थायी पता (दूरभाष सहित)
 - (ब) अस्थायी पता (दूरभाष सहित)

(यहां पूरा पता दूरभाष सहित एवं पिन कोड सहित लिखा जाये)

- 12—मैं शपथपूर्वक घोषणाकरता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल अधिशासी अभियंता, बैराज यॉत्रिक अनुरक्षण खण्ड, कानपुर और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
- 13—मैं यह भी घोषणाकरता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष्य चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर(जनपद का नाम लिखा जाये) द्वारा प्राप्त करके मूलरूप से संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि
- 14— सिंचाई विभाग के किसी भी अवर अभियन्ता/सहायक अभियन्ता/अधिशासी अभियन्ता/ अधीक्षण अभियन्ता या अन्य कोई स्टाफ का कोई भी नजदीकी रिश्तेदार मेरे/हमारे यहां सेवारत नहीं है।
- 15— मैं या मेरी फर्म/ कम्पनी जिसमें मैं स्वयं निदेशक/पार्टनर/मालिकाना हक है ने कहीं भी कोई भी कार्य किया है कभी भी मेरे नाम से जुड़ी कम्पनी जिसमें मैं निदेशक/ पार्टनर रहा हूँ ब्लेक लिस्टेड या दिवालिया घोषित नहीं किया गया है।
- 16—मेरा पैन नं० है तथा आयकर विभाग से नवीनतम कर निर्धारण वर्ष का आयकर प्रमाण पत्र (फार्म-16) की सत्यापित प्रति संलग्न है।
- 17— मैं अपनी पूर्ण जानकारी में पूरे होशो-हवाश में, स्वस्थवित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करे।

संलग्नक - नवीनतम आयकर निर्धारण वर्ष का फार्म -16

दिनांक

शपथी का पूरा हस्ताक्षर

पूरा नाम-

पता-

नोट:- 1- यह स्वघोषणापत्र पत्र रू० 100/- (रू० एक सौ) के स्टांप पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।

2- असत्य शपथ पत्र देना एक संगीन और संज्ञेय अपराध है।

3- संबंधित व्यक्ति द्वारा पास पोर्ट साइज का अपना फोटो ग्राफ जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

CREDENTIALS OF TENDERERS (To be filled by the Tenderers)

- 1 Name of tenderers
2. Permanent Address
3. Present Postal Address
4. In case tenderer is firm photostate attested copy of partnership deed and certificate of registration of firm is to be enclosed.

5 **CERTIFICATE**

- (a) I/We are not debarred from tendering for contract of Contract of Central/State Govt. Department.
- (b) I/We hereby certify that the 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 and action could be taken against me/us by the department.

Signature of Tenderer

CERTIFICATE

- (a) Certified that no relation of the undersigned are work in the Irrigation Department U.P.
- (b) Certified that the following relation of the undersigned are working in the Irrigation Department, U.P.

SI.No	Name	Designation	Name of Office	Relation

Signature of Tendere

Annexure “VC”

Form of Agreement for Validity Commitment

Short Term E- Tender Notice No.29/EE/BMMDK/2020-21

Name of Work.....

Name of Tenderer

.....
.....

In Consideration of the Government of Uttar Pradesh having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within **three months** from the date of opening of Commercial Part ‘C’ of tender, also to the condition that if thereafter, the Tenderer does withdraw his proposal within the said period, Earnest Money deposited by him may be forfeited.

Signed this.....day of20.

Signed By

Signed By

(Witnesses)

(Tenderer)

1.....

Name.....

.....

2.....

Note: The above Agreement is to be submitted on Rs.100.00 General Stamp Paper affixing Rs.1.00 Revenue Stamp thereupon.

SPECIMENSIGNATURE

Specimen signature of Sri _____ Contractor
or Proprietor of M/s _____ is
attested below:-

Sl.No.	Signature of contractor or proprietor	Attested by
1.		
2.		
3.		

CONTRACTOR WARRANTY

The Executive Engineer..... having invited tender for the execution of the various work required for the

Ms./Sri.....

.....
Here after referred to as the contractor being desirous of tendering for work for which the above Mentioned tendering have been invited and having carefully studies all the contract documentary Specification etc. accompanying the tender papers and condition of contract. Do hereby by warranty that.

- 1 The contractor familiar with all the requirement of the contract.
- 2 The contractor has investigated has satisfied himself regarding the character of the work
And local condition that may affect the work & its performance.
- 3 The contractor has satisfied that the work can be performed and completed as per term &
Condition of the contract.
- 4 The contractor accepts all risk directly and indirectly connected with performance of the contract.
- 5 The contractor has not been influenced by any statement or promise of the government or engineer-in-charge only by contract documents.
- 6 The contractor has not collusion with other contractors or with any of the men of the engineer-in-charge or with any other person in the preparation of the bid.
- 7 Contractor is financially solvent.
- 8 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 laws, Acts and ordinances and regulations of the Municipal, district, State and Central Government that may affect the work and its performance or personally employed therein.

Signature of Contractor