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TENDER NOTICE No. 01/EE/2008-09, DATE:16.06.08 Due DATE-25.07.08

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IRRIGATION DEPARTMENT Uttar Pradesh

Division _____

Sub-Division _____

ITEM OF PERCENTAGE RATE

TENDER OF CONTRACTORS

Name of work

लाट- 1

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE CONTRACTORS

All work purposed for execution by contract will be notified in form of invitation to tender pasted on a board hung up in the office of, and signed of the Executive Engineer.

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

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

3- Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4- Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenders 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 accompanied by the deposit of earnest money notified, will be liable to rejection Tenders shall have the name of the work to which they refer written outside the envelope.

CONTRATOR

ENGINEER

5-(i) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of the specification and her documents mentioned in rule 1, in the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) when tender are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders. The earnest money in currency notes shall be credited in the cash-book and paid into the treasury, a receipt in account form o. 3 being given to the party tendering if earnest money is preferred in any of the securities specified in rule 9, it shall be entered in the register of securities accounts forms 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected the usual stamp receipt being taken.

6- The accepting authority shall have the right of rejecting all or any of the tenders,
7- The receipt of accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Executive Engineer .

8- The memorandum of work tendered for shall be filled in and completed in the office of Executive Engineer before the tender form is issued.

9- The amount of the earnest money should ordinarily be.

- | | | |
|-----|---|---------------|
| (a) | When the amount of the tender dose 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 a further sum of | Rs. 5000-100 |

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

NOTE:- The officer calling for tender may, in special cases where it would be in convenient for tenderes to deposit money into Government treasury, relax the rule and permit contractors to desposit earnest money with him in cash 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.

CONTRATOR

ENGINEER

TENDER FOR WORKS.

"I" or "We" Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the under written memorandum with in the time specified in each memorandum at the rate specified therein and in accordance in all respects with the specification, designs drawing and instructions, in writing reffeted to in rule. I hereof and in clause 2 of the condition of contract and with such materials as are provided for by and in all other respect in accordance with such conditions so for as applicable.

MEMORANDUM

(a) If Several Sub-work are included they should be detailed in a separate list.

(b) Vide rule 9 on page 9.

(a)General I description **Supply of Pea gravel 2.0 mm to 3.5 mm. size**

(b) Estimated Cost

(c) Earnest Money Rs 6500.00.

(d) Time allowed for the work from date Rs.

of written order to commence 3 Month

(c) Strike out the alternative and att-item attached signature to No it	Item of work	Approximate Number of Quantity	Unit	Per	Rate (e) TENDERED (e) SANCTIONED		
					(i) in figure	(f) in Words	
					Rs.	P.	
N.B.-(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the columns should be filled by the Sub-Divisional Officer/Executive Engineer. (2) in the case of work when contractors are required to quota their own rates for the different items of works the coloum (f) should be left blank for the tenders to fill in.	2.0 एम०एम० से 3.5 एम०एम० माप की लाल कुआं बजरी (पी०ग्रेविल) की आपूर्ति लोडिंग, अनलोडिंग तथा चट्टा लगाने सहित (सड़क मार्ग द्वारा) नलकूप कालौनी मुरादाबाद के परिसर पर लाट-1	200	घन मी०				

CONTRATOR

ENGINEER

_____Tender at _____present above/below the rates I' or 'We'
entered above.

Or

_____Tender at the above rates,
Should this tender be accepted _____hereby agree to abide by and
fulfill all the terms and provision of the conditions of contract annexed
to the approved set to contract documents or in default there of to fore
feitend pay to governor of Uttar Pradesh or his successorsion office the
sum of money 'mentioned in the said conditions.

Strike out the
alternative and
attach Signature to
it

The Sum of Rs._____ is herewith forwarded in
currency notes as earnest money the full value of which shall be
retained by government on account of the security -deposit specified in
clause 1 of the said conditions of contract.

Give Particulars and
number

Signature of witness
to contractor's
Signature

Dated the day of20

Witness

Address

Signature of before
submission of
tender

Occupation

Date Sub-Divisional Officer Sub-
Division.....

Here enter
Recommended or
not Recommended

Date.....Executive
Engineer.....Division

Signature

Date Superintending EngineerCircle

Signature

Irrigation Work

Signature and
official Designation
of the accepting
authority.

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

Dated the Day of20

CONTRATOR

ENGINEER

AGREEMENT (F-2)

Tender invited by :

Tender for :

Tender Notice No. and date :

Name of tenderer :

In CONSIDERATION of the Governor of Uttar Pradesh having treated to be an eligible person whose tender may be considered, the tenderer here by agree to the conditions that the proposal in response to the above invitation shall not be within three months from the date of opening of the tender also to the conditions to the conditions that it there after the tender does withdraw his proposal within the said period the earnest money deposited by him may be forfeited to the Government at Uttar Pradesh in desecration of the letter.

And the tenderer hereby also agrees that if sub sequent to the submission of this tender the tenderer amends, alters or modified the contents of this tender which are not acceptable to the department, than the tenderer shall for the purposes of the aforesaid conditions be deemed to have withdrawn hi proposal.

Signed thisday of200.....

Signed by

Signed by
(Tenderer)

Witness: -

1-

2-

CONTRATOR

ENGINEER

CONDITIONS OF CONTRACT

Clause-1: The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government or Uttar Pradesh (hereinafter called the Government) either in cash or in the securities as provided in paragraphs 614 and 615 of the financial hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupees. And where any security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without consent or assistance of the contractor.

Clause- 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 on account of Security Deposit until such deductions, along with the sums already deposited as earnest money to be adjusted in the last deductions, will amount:-

- (i) in the case of works estimated to cost upto Rs 1,00,000/- to 10% of the estimated cost.
- (ii) in the case of works estimated to cost more than Rs 1,00,000/- and upto Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance and
- (iii) in the case of works estimated to cost more than Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 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 in individual cases or has/have deposited the amount of the security at the rates mentioned above in case or in the form Government security or fixed Deposits receipts or Guarantee Bonds of any Scheduled Bank of India .

If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension, if any and failure on his part to do so shall be construed as breach of this contract, and without prejudice to any other remedy/provided in these conditions the Engineer in-charge shall have the right to withhold payment and deduct the entire security amount and any money's becoming payable to the contractor.

The amount of security money shall, if not withheld on account of breach of contract be refunded after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the condition that in case of building works 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 final bill which ever is later.

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

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 Government or on any account whatsoever and in the event of his deposit being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in case of 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 deposit or any part thereof.

CONTRACTOR

ENGINEER

EXPLANATION: For the purpose of this clause if the work under this contract includes construction, reconstructions or repair of any structure having foot over it, whole work will be classed a building work.

Compensatin
for delay

Clause-2: (A) Time is essence of the contract. The contractor shall commence an shall complete the work covered by the tender on the date fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work unto the schedule of quantities and dated shown in the Progress Statement to be signed by the contractor and attached to the tender. If the work fails 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 for 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

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

Compensatin
for delay

Clause-2 (C) Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender such period shall be reckoned from the date on which the order for commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work due diligence and he shall 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 decided on the amount of the estimated cost of whole work as shown by tender for everyday that work remains uncommented or unfinished after the proper dates. And further in order of ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the value or quantity (as the Executive Engineer may determine) of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one - half of the value or quantity (as the Executive Engineer may determine) of this work before three-fourth of such time has elapsed, If the contractor fails to comply with this condition he shall be liable to pay aas 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 said estimated cost of the whole work for every day that the quantity or work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% percent of the estimated cost of the work as shown in the tender.

Action by
which whole
security
deposit is for
failed

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

(a) He may rescind the contract by giving the contractor _____Days notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's default.

(b) He may after giving the contractor _____days notice in writing of his intention to do so measure up the work done by the contractor and then employ a d pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of the Government, debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Executive 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.

CONTRATOR

ENGINEER

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

Clause-3 (ii) If the Executive Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased/ procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract an shall not be entitled to recover or be paid or be given credit of any sum for any work thereof actually performed by him under this contract unless and until, the Executive Engineer or the sub divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

Clause-3 (iii) If upon any occasion the.....Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such powers upon subsequent occasion if the contractor again makes default shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.

Clause-4: If the.....Engineer exercises any of the power given to him by clause 3 he may, if he so desired take possession of all or any tools, plans, materials and stores in or at the work or the site thereof and belonging to the contractor or procure by him and intended to be used for the execution of the work or any part thereof and pay or allow the contractor for the same at the contract rates or in the case of these not being applicable, at current market rates to be certified by the.....Engineer whose certificate thereof shall be final and if the.....Engineer does not desire to do so the.....Engineer may by notice in writing to the contractor or his clerk of the work or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and if the contractor fails to comply with any such requisition theEngineer 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.....Engineer as to expenses of any such removal is conclusive against the contractor.

Clause-5: If the contractor desires an extension of the time of completion of the work on the grounds of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the.....Engineer within 30 days of existence of such hindrance become first known to him who, if in his opinion reasonable grounds are the shown thereof, shall extend this time limit unto a period of six months or 50% of the time limit provided as time of completion whichever is less and thereafter.....Engineer shall, if in his opinion (which shall be final) reasonable ground are shown thereof, authorize extension as may in his opinion be necessary or proper.

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

Powers to take possession of or require removal of or sell contractor's plant

Extension of Time

CONTRATOR

ENGINEER

Final
certificates

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 of completion no such certificate will be given not shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which he may have and possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may do so and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forth with pay all expenses so incurred and shall have no claim in 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.

Payment on
intermediate
certificate to
be regarded
as advances.

Clause-7: In case of work estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate for approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall only be made as advances to be credited to the Government in the final 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 recreate 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 effect 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.

Inability to
complete
the work

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

Lums sum
in
estimates

Clause-9: When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled for payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for other such item or work, unless the 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 upon which payment is to be made in such cases and as the amount to be paid.

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Bills to be submitted monthly

Clause-10: Every month on or before a date to be fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the pervious month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor's bill and adjusting his claim as specifically as possible. If the contractor does not contractor Day's notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of 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 him and if he attends but refuses to sign the list of measurement the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bill to be on Printed forms

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

Clause-12: If the specification or estimate or 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 there for as herein-after mentioned being so far as practicable and for the convenience of the contractor specified in 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 purposes of the contract and he shall pay for the same as the rates specified in the said schedule or if no rates is to specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become by property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer and shall at all 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 loss.

Clause-12: (A) In case where the contractor is himself to supply the materials he must obtain the articles required for the construction of the work from the firms with which the Director of Industries made arrangements while in the case of materials for supply for which the Director of Industries made arrangements while in the case of materials for supply for which no such arrangement has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification the materials supplied by the contractor must conform to such specification and or test.

Clause-12: (B) provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.

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

CONTRATOR

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Stores imported from Europe to be obtained from Government

Clause- 14: The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connections therewith 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 contract and if they are not entered in the schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses 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 in the Schedule of consumption in such cases the price charged will be stock issue rate or market rate whichever is greater.

Work to be Extented in accordance with specification drawing orders etc.

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

Allteration in specification and designs

Do not invalidate contract

Extension of time in consequence of alteration

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

Clause-16: The Engineer-in-charge shall have power to make such alteration in or additions to the original, specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-incharge 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 contractor on the same conditions in all respect on which the agreed to do 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 and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract and if they are unable to agree upon a date within two weeks from the date when the contractor received the order. The Engineer-in-charge may by notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of disputes the decision of the Superintending Engineer shall be final and binding on the contractor.

„CONTRATOR

ENGINEER

No compensation or alteration in or restriction of work be carried

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 reduced or cut 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 or preparation for the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation 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.

Action and compensation payable in case of bad work

Clause-18: If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that material used in the same are inferior to those for which the specification provides or they any materials or articles may have been passes, certified or paid for serve the contractor with notice in writing specifying the work materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within a specified period of time.

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

Clause-18: (A) Government shall have the right to accept at reduced rates 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 under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in clause 1 above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the Government to the contract.

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

Work to open to inspection

Clause-19: All works under or in the course of extension or executed in pursuance of the contract shall at all time be open for inspection and supervision by Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose order

Contractor or responsible agent to be present

given to any such agent have the same effect as given to the contractor himself.

Clause-19: (A) No labour below the age of 14 years shall be employed on the work.

Clause-19: (B) The contractor shall pay to his laborers as fair wage.

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

CONTRATOR

ENGINEER

Clause-19: (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum wages. Act or any enactment in supervision, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have affection in State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modification thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into accounts any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses his tender.

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

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

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

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

Clause-20: In order that the work may be measured and the correct dimensions thereof taken, the contractor shall not cover up any of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge of his subordinate in-Charge of the work or until he has given to the Engineer-in-charge or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or place it beyond of the measurement without such consent and before the

expiration of the period of such notice, the contractor shall either as he may elect strip such work at his own expenses is order that it may be measured or shall forfeit the price of such work and of the materials used in its constructions.

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer –in-charge for the time being who; shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on .

Notice to be given before work is covered up

Direction of work

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Decision of Engineer to be final

Clause-22: Except where otherwise specified in the contract the decision of theEngineer for the time being shall be final, conclusive and binding on all parties to the contract up on 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 used on the work or as to any other question claim right matter or thing whatsoever in anyway arising out of or relating to the contract designs or drawings, specifications, estimates, instructions, order, or these conditions or otherwise concerning the work or after the completion or abandonment of the contract by the contractor, shall also be final conclusive and binding on the contract.

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

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

Contractor to supply plant ladders scaffolding etc

Clause-24: The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge’s stores, plant, tools, appliances, implements, ladders, cordace, tackle scaffolding and temporary works requisite for the proper execution of the work, whether original altered or substituted and whether

included in the specifications or other documents forming part of the contractor 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 shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workman with the

And liable for demaages arising from non-provision of light fencing etc

means and materials necessary for the purpose of setting out work, and for counting weighing and assisting in the measurement or examination of the work.or material at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights

Female labour not to be employed

required to protectthe public from accident and shall bear the expenses of defense of every suit, action or other proceeding of law that may be brought up by any person for injury sustained owing to the neglect to the above precautions and shall also pay any damages and costs which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause-26: The contractor shall not assign or sublet the contract without the written permission of the.....Engineer and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Government the.....Engineer thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

Clause-27: Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the Act or default in respect of which the same becomes payable without proof of the actual amount of damages or loss sustained.

Clause-28: In the case of a tender by partners, contractor shall State the name of the member of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Clause-29: In the case of any work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with distinct specification and if there is no distinct specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-incharge.

Clause-30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, the expression works '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 referred to at page 3 of the accepted tender, will be calculated on the gross and not on the net amount of the bills for the work done.

Work not to be sub-let

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

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

changes in constitution of Firm

Action where no specification is given

Definition of work

contractor's percentage whether applied to net or gross amount of bills. (Strike out this clause in the case of an item rate contract.)

CONTRATOR

ENGINEER

Compensation to workmen

Clause-32: (1) In every case in which by virtue of the provisions of 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 from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12 Sub-section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security amount deposited by the contractor or his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contractor or otherwise.

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

Clause-33: Not with standing any thing still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor (s) and set off all claims against him (them) whether arising out of the particulars contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

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

Clause-35: Quantities are liable for variations on either side without entitling the contractor to compensation on this account.

Clause-36: Contractor shall himself make proper living accommodation, water and sanitary arrangement etc. for labours which ordinarily should be arranged through Employment Exchange, will give preference to Ex-serviceman. He will have to remove and undesirable labour if ordered by the department.

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

Clause-38: No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of the work (as per G.O. no. 355/13b/66/XXIII-IB IT dated 22.6.1966).

Clause-39: During the course of construction if any emergency is caused due to any clause of 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 completion of the work he will be entitled to no compensation.

Clause-40: The contractor shall not influence or direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if he 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 damages shall be final and binding on both the parties.

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

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

Clause-43: 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 tube Tony on Lines with policies and programme announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer-in-charge monthly report in this behalf. as per **G. O. No. 5032/76-23/C-3/1975-76 dated 8 Sept. 1976**

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

CONTRATOR

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Schedule showing (approximate) material to be supplied from the public works stores for works contracted to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sig. of Contractor

Sig. of Sub-Divisional-Officer

Executive Engineer

CONTRATOR

ENGINEER

AGREEMENT (F-1)

THIS AGREEMENT made theday of200... between..... (herein after called the Employer) of the one part and(herein after called the Contractor of the other part).

The Employer has accepted a tender by the Contractor for completion of such works related to tender notice No..... NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The said Tender Notice,
 - (b) Technical Specifications,
 - (c) General Conditions of Contract (Local Competitive Bidding),
 - (d) I.D. Form No. 111,
 - (e) I.D. Form NO. 112 with bill of quantity & F-2,
 - (f) The schedules; Specification Drawing or Special conditions of contract (if any),
 - (g) The letters exchanged between the Employer and the Contractor after receipt of the tender but before award of the Contract,
 - (h) Any and all addends or modifications to be above, and
 - (i) Letter of Acceptance of Tender.
3. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned the Contractor here by convenients with the Employer to complete work in conformity in all respects with the provisions of the Contract.
4. 10 percent security shall be released after 100 hours satisfactory running of the machine/working of the component or part repaired or elapse of 3 months which is earlier.
5. If the contractor fails to complete as aforesaid the said works by the time fixed in this Agreement for completion, the Governor may deduct from the sum found to be payable under this Agreement or the balance of the sum then unpaid the sum of @ 0.25% for every day or a maximum of 10% of the value of Agreement. That shall elapse between the day fixed for completion.

IN WITNESS where of the parties have herein to set their respective bends and seals the day and year above written.

Signed and Sealed & Delivered by:
.....(for Contractor)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

Signed and Sealed & Delivered by:
.....(for Employer)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

CONTRATOR

ENGINEER

GENERAL CONDITION:

- 1) The following conditions are in addition to those provide in I.D. Form No. 111 and No. 112. If any contradiction of these conditions with those existing in I.D. Form 111 and Form 112 comes to notice, the condition given in I.D. Form 111 and Form 112 will prevail.
- 2) The tenders should remain valid for consideration for three months from the date of opening the tender.
- 3) The Executive Engineer or other accepting authority reserves the right to accept or reject any or all the tenders without assigning any reason or to distribute the work among the two or more than two tenderers.
- 4) The tenderer shall have to mention clearly in the given Performa the details of his relatives employed in the irrigation department. In the absence of information tender are liable to be rejected and if the information submitted detected to be wrong at any stage after the agreement is executed the agreement will become liable to terminate and security liable to forfeited to government.
- 5) The successful tenderer shall have to deposit security @ 10% of the estimate cost of work (Including earnest money) within one week of the receipt of the acceptance letter failing which the earnest money may be forfeited to government and acceptance withdrawn. Pea gravel not confirming to the given specification will be rejected and will have to be remove from the site of the stores by the contractor at his own cost failing which it will be disposed off the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of land as certified by the Engineer in charge shall be final and binding on the contractor and will be recovered from him.
- 6) The contractor must write his complete address in his tender. All communication sent by registered post or sent through the departmental staff at the given address will be deemed to have been served on him even if the same is received back undelivered. The contractor must make his own arrangement properly to receive all communication at his end.
- 7) The rate quoted by the contractor shall be the rate for finished item of work and for proper completion of each item of work given in this tender in accordance with all the detailed conditions specification, condition given in I.D. Form 111 and 112 and tender notice etc. which must be seen in the office by the contractor before submitting his tender, as all these will part of contract.
- 8) The successful contractor will have to pay stamp duty for execution of agreement (contract bond) and therefore he will furnish necessary stamps for this purpose. The value of stamps shall be calculated on the amount of his "Security" deposit.
- 9) No claim shall be admissible due to fluctuation in market rate of labour and material.
 - (a) The amount of security deposit has been specified under clause 1 of I.D. Form 111, stamp Duty @ 7/- (Seven) or Rs. 70/- per thousand or security deposit in Form of F.D.R. any Nationalized bank or the saving bank pass book or national Saving Certificated duly pledged to the Executive Engineer. Tube well Construction Division.

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- 10) **COMMENCEMENT OF WORK:** The order to commence with the work should be obtained in writing from the accepting authority by the contractor without the written order the contractor shall not enter upon or commence any portion of work.
- 11) **QUANTITIES LIABLE TO VARIATION:** The quantities shown in the tender are liable to variation on either side without entitling the contractor to any compensation on this account. No. claim shall be made by the contract against the Government for any variation therein. The variation upto 20% against the individual item or sub item of contract may be sanctioned by the authority accepting the agreement, variation acceding 20% shall be submitted to next higher authority for sanction giving full justification.
- 12) Deduction of 20% Income Tax at source shall be made from all payment made to the contractor in accordance with the rules and order in force. This deduction shall be made on gross amount of payment and not net payment to the contractor.
- 13) **ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK:** Government shall have the right to accept at reduced rate sub-standard or defective work and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if a result of such acceptance of such substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for government to recover the same from him in the manner prescribed in clause I above (I.D. Form NO. 111) or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such payment may be dully paid by government to the contractor. Provided that the substandard of defective work accepted is not considered to the seriously defective by the Engineer in charge and the rate of the work to accepted is suitably reduced by him to compensate the government and such reduction is binding on the contractor.
- 14) In the event of a tender being rejected, the earnest money shall be returned to tenderer on receipt of this application after observing due formalities.

Signature of contractor.....
Name of contractor
Father's Name
Complete address of contractor
.....
.....
.....

CONTRATOR

ENGINEER

SPECIAL CONDITIONS FOR SUPPLY OF PEA-GRAVEL:

- 1) The pea gravel should be free from dust and other organic compounds and should be as per irrigation Department's specifications. The submission of a tender by a tenderer implies that he has acquainted himself with U.P.I.D. standard specification.
- 2) The rate should be offered including royalties, octroi, income tax duties carriage, handling, loading, unloading and stacking at store site. Rates offered should be considering all the above aspects complete for supply at the site of stores which may be inspected by the tenderers before offering their rates. The trade tax should be quoted separately as admissible against form 3-D and tenderers must be registered with Trade Deptt. Form 3-D shall be issued by the Deptt. Registration number of sales Tax must be quoted in tender.
- 3) The rates should be given in figures as well as in words and in the event of difference between the two rates, lower rate will be considered as tendered rate. Rates are to be quoted for per cubic meter" of pea gravel. Any change in this unit will not be accepted.
- 4) The pea-gravel will be measured when it is of proper specification free of dust and other organic compound and also properly stacked at the site of the store.
- 5) Pea gravel of Lal Kuwan origin and that too carried by trucks will be accepted.
- 6) Tolerance in size of pea gravel will be allowed as under:- Over size of pea gravel to the extent of 5% of the agreed quantity and under size pea gravel to the extent of 5% of the agreed quantity without any reduction in the agreed rates. The tolerance will be ascertained by sample checking by the Executive Engineer or Engineer in charge by employing standard method.
- 7) Pea gravel not confirming to the given specification will be rejected and will have to be removed from the site of the stores by the contractor at his own cost failing it will be disposed off by the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of lands as certified by the engineer-in-charge shall be final and binding on the contractor and will be recovered from him.

Signature of contractor.....

Name of contractor

Father's Name

Complete address of contractor

.....
.....
.....

CONTRATOR

ENGINEER

TECHNICAL SPECIFICATION OF CONTRACT

GENERAL:

1. All works shall be carried out in accordance with U.P. Irrigation Department. Detailed specification published under the orders of Chief Engineer, Irrigation Department, U.P., Except in so far as they may be mortified or supplemented by the specification mentioned herein. In case there is any inconsistency between the two, the specifications mentioned herein shall prevail. Specification number quoted herein refer to those given in the above mentioned book. In case the specifications of any is not given either in U.P.I.D. Detailed Specification of the specifications mentioned herein, the work shall be carried out in all respects in accordance with the instructions of the Engineer-In-Charge given from time to time.
2. The contractor shall not do any work other than that mentioned in the agreement without the written orders of the Engineer-In-Charge no claim, whatsoever, shall be entertained for any unauthorized work.
3. No claim shall be entertained by the Government in respect of any theft loss or damage due to accident occurring for any reason whatsoever. The contractor shall be responsible for the safety of the materials issued to him for the work.
4. No claim shall be entertained for the idle labour for any reason whatsoever.
5. Claims for ant causes whatsoever shall be preferred in writing by the contract to the Engineer-In-Charge within seven days of occurrence of the event due to which the claim is preferred. In case of prolonged cause of such claim, the contractor shall submit daily report with full particulars to the Engineer-In-Charge. Claims received late shall be liable to be rejected.
6. If subsequent to the submission of his tender the tenderer amounts, after or modified the contents of his tender, which are not acceptable to the Govt. tenderer shall for the purpose of the aforesaid condition, be deemed to have with drawn his proposal and the earnest money deposited by him may be forfeited.
7. The Engineer-In-Charge shall have the right to take possession of or use any completed part of work. Such possession of use shall not be deemed as taking over any work not completed in accordance with the contract.
8. All the work during the progress and after the completion may be subject to technical audit. Any defects of materials or workmanship discovered during such audit and established as such shall be rectified by the contractor at his won cost, any recoveries or reduction in rates, considered necessary shall be made from the contractor even if the work has been accepted by the Engineer-In-Charge from the subsequent bills or securities of the contractor.
9. No claim for interest or damages will be entertained by the Government with respect to any money or balance which may be lying with the Government or may become due owing to any dispute, difference or misunderstanding between the Engineer-In-Charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-In-Charge making periodical or final payment or in any other respect whatsoever.

CONTRATOR

ENGINEER

संबंधियों के संबंध में घोषणा-पत्र

श्री/मैसर्स.....

.....प्रमाणित

करता हूँ कि मेरा कोई निकट संबंधी.....

सिंचाई विभाग में अथवा इस खण्ड में कार्यरत नहीं हैं।

फर्म के अधिकृत/प्रतिनिधि/

ठेकेदार के हस्ताक्षर

नाम-.....

पूरा पता-.....

.....

UNDERTAKING FORM

(on Rs. 100.00 stamp paper only)

Tender invited by: Executive Engineer
Tube well Construction Division
Moradabad

Tender for:

Tender notice No. & Date:

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 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 the tender. Also to the condition that if there after the tenderer does withdraw his proposal within said period, the earnest money deposited by him may be forfeited to the Government of Uttar Pradesh at the consideration of later.

Dated

Signature of Contractor
Revenue Stamp

Witness

1-

2-

प्रेषक,

अधिकासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद।

प्रेषित,

मैसर्स.....
.....

पत्रांक:- /ननिखमु/टेन्डर, दिनांक: मुरादाबाद: ,2008

विषय:-
महोदय,

आपको सूचित किया जाता है कि उपरोक्त कार्य हेतु आप द्वारा दी गयी निविदा दिनांक..... निम्न हस्ताक्षरकर्ता द्वारा राज्यपाल उत्तर प्रदेश की ओर से स्वीकृत कर ली गयी है। आपसे अनुरोध है कि अनुबन्ध की शर्तों के अनुसार अनुबन्ध पर हस्ताक्षर करने के लिये दिनांक..... तक किसी भी कार्य दिवस में कार्यालय समय में उपस्थित होने का कष्ट करें।

निर्धारित तिथि तक अनुबन्ध पर हस्ताक्षर न करने की दशा में यह समझा जायेगा की आप उक्त कार्य करने के इच्छुक नहीं है और ऐसी दशा में आपके द्वारा प्रेषित अग्रिम धनराशि अथवा अन्य देय धनराशि में से जो भी विभाग के पास होगी जब्त कर ली जायेगी, तथा उक्त निविदा की स्वीकृति वापस ले ली जायेगी।

अनुबन्ध पर हस्ताक्षर करते समय रु0..... की जनरल स्टाम्प, स्टाम्प शुल्क तथा रु0..... की जमानत धनराशि जो कि अधिकासी अभियन्ता, नलकूप निर्माण खण्ड, मुरादाबाद के नाम बन्धक हो को अनुबन्ध के समय प्रस्तुत करें।

भवदीय

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1- अधीक्षण अभियन्ता, नलकूप मण्डल, मुरादाबाद।
- 2- सहायक अभियन्ता..... नलकूप निर्माण उपखण्ड, प्रथम/द्वितीय/तृतीय, मुरादाबाद/बिजनौर।
- 3- अतिरिक्त प्रतिलिपि मूल अनुबन्ध हेतु।

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

कार्यालय अधिशासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /न0नि0ख0मु0/अनुबन्ध,दिनांक:मुरादाबाद: ,2008

विषय:- अनुबन्ध का पंजीकरण।

मैसर्स.....
.....

इस कार्यालय की निविदा सूचना संख्या
के क्रम में दिनांक.....को आप द्वारा अधोहस्ताक्षरकर्ता
के साथ कार्य समापन हेतु कृत अनुबन्ध की अनुबन्ध
संख्या.....के रूप में पंजीकृत कर लिया है। कार्य आरम्भ
करने की तिथितथा कार्य समापन करने
की तिथि.....है। कृपया कार्य अनुबन्ध के शर्तों
के अनुसार निम्नांकित अवर अभियन्ता की देख रेख में सम्पादित
करायें।

अनुबन्ध की प्रति पृष्ठ संख्या-1 से तक आपके
रिकार्ड हेतु संलग्न है।

संलग्नक:- उपरोक्तानुसार।,

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु
अनुबन्ध की प्रति के साथ प्रेषित है :-

- 1- सहायक अभियन्ता.....नलकूप निर्माण उपखण्ड,
मुरादाबाद/बिजनौर।
- 2- श्री.....अवर अभियन्ता,
नलकूप निर्माण उपखण्ड, मुरादाबाद/बिजनौर। कृपया कार्य
अनुबन्ध की शर्तों के अनुरूप ही कराया जाना सुनिश्चित करें।

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

Drawing/X-section

2.0 एम०एम० से 3.5 एम०एम० माप की बजरी की कोई ड्राइंग नहीं होती।

INDEX

TENDER NOTICE No. 01/EE/2008-09, DATE:16.06.08 Due DATE-25.07.08

लॉट-2

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		FROM	TO
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IRRIGATION DEPARTMENT Uttar Pradesh

Division _____ Sub-Division _____
ITEM OF PERCENTAGE RATE
TENDER OF CONTRACTORS

Name of work

लाट-2

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE CONTRACTORS

All work purposed for execution by contract will be notified in form of invitation to tender pasted on a board hung up in the office of, and signed of the Executive Engineer.

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

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

3- Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4- Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenders 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 accompanied by the deposit of earnest money notified, will be liable to rejection Tenders shall have the name of the work to which they refer written outside the envelope.

CONTRATOR

ENGINEER

5-(i) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of the specification and her documents mentioned in rule 1, in the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) when tender are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders. The earnest money in currency notes shall be credited in the cash-book and paid into the treasury, a receipt in account form o. 3 being given to the party tendering if earnest money is preferred in any of the securities specified in rule 9, it shall be entered in the register of securities accounts forms 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected the usual stamp receipt being taken.

6- The accepting authority shall have the right of rejecting all or any of the tenders,

7- The receipt of accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Executive Engineer .

8- The memorandum of work tendered for shall be filled in and completed in the office of Executive Engineer before the tender form is issued.

9- The amount of the earnest money should ordinarily be.

- | | | |
|-----|---|---------------|
| (a) | When the amount of the tender dose 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 a further sum of | Rs. 5000-100 |

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

NOTE:- The officer calling for tender may, in special cases where it would be in convenient for tenderes to deposit money into Government treasury, relax the rule and permit contractors to desposit earnest money with him in cash 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.

CONTRATOR

ENGINEER

TENDER FOR WORKS.

"I" or "We" Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the under written memorandum with in the time specified in each memorandum at the rate specified therein and in accordance in all respects with the specification, designs drawing and instructions, in writing reffeted to in rule. I hereof and in clause 2 of the condition of contract and with such materials as are provided for by and in all other respect in accordance with such conditions so for as applicable.

MEMORANDUM

(a) If Several Sub-work are included they should be detailed in a separate list.
(b) Vide rule 9 on page 9.

(a) General I description **Supply of Pea gravel 2.0 mm to 3.5 mm. size**
(b) Estimated Cost
(c) Earnest Money Rs 10600.00.
(d) Time allowed for the work from date Rs. 3 Month
of written order to commence

(c) Strike out the alternative and att-item attached signature to No it	Item of work	Approximate Number of Quantity	Unit	Per	Rate (e) TENDERED (e) SANCTIONED		
					(i) in figure		(f) in Words
					Rs.	P.	
N.B.-(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the columns should be filled by the Sub-Divisional Officer/Executive Engineer. (2) in the case of work when contractors are required to quota their own rates for the different items of works the coloum (f) should be left blank for the tenders to fill in.	2.0 एम०एम० से 3.5 एम०एम० माप की लाल कुआं बजरी (पी०ग्रेविल) की आपूर्ति लोडिंग, अनलोडिंग तथा चट्टा लगाने सहित (सड़क मार्ग द्वारा) सिंचाई कालौनी धामपुर (जनपद बिजनौर) के परिसर पर लाट-2	300	घन मी०				

CONTRATOR

ENGINEER

_____Tender at _____present above/below the rates entered I' or 'We'
above.

Or

_____Tender at the above rates,

Should this tender be accepted _____hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed to the approved set to contract documents or in default there of to fore feitend pay to governor of Uttar Pradesh or his successorsion office the sum of money 'mentioned in the said conditions.

The Sum of Rs._____ is herewith forwarded in currency notes as earnest money the full value of which shall be retained by government on account of the security -deposit specified in clause 1 of the said conditions of contract.

Strike out the alternative and attach Signature to it

Give Particulars and number

Signature of witness to contractor's Signature

Dated the day of20

Witness

Address

Occupation

Signature of before submission of tender

Date Sub-Divisional Officer Sub-Division.....

Here enter Recommended or not Recommended

Date.....Executive Engineer.....Division

Signature

Date Superintending EngineerCircle

Signature

Irrigation Work

Signature and official Designation of the accepting authority.

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

Dated the Day of20

CONTRATOR

ENGINEER

AGREEMENT (F-2)

Tender invited by :

Tender for :

Tender Notice No. and date :

Name of tenderer :

In CONSIDERATION of the Governor of Uttar Pradesh having treated to be an eligible person whose tender may be considered, the tenderer here by agree to the conditions that the proposal in response to the above invitation shall not be within three months from the date of opening of the tender also to the conditions to the conditions that it there after the tender does withdraw his proposal within the said period the earnest money deposited by him may be forfeited to the Government at Uttar Pradesh in desecration of the letter.

And the tenderer hereby also agrees that if sub sequent to the submission of this tender the tenderer amends, alters or modified the contents of this tender which are not acceptable to the department, than the tenderer shall for the purposes of the aforesaid conditions be deemed to have withdrawn hi proposal.

Signed thisday of200.....

Signed by

Signed by
(Tenderer)

Witness: -

1-

2-

CONTRATOR

ENGINEER

CONDITIONS OF CONTRACT

Clause-1: The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government or Uttar Pradesh (hereinafter called the Government) either in cash or in the securities as provided in paragraphs 614 and 615 of the financial hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupees. And where any security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without consent or assistance of the contractor.

Clause- 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 on account of Security Deposit until such deductions, along with the sums already deposited as earnest money to be adjusted in the last deductions, will amount:-

- (i) in the case of works estimated to cost upto Rs 1,00,000/- to 10% of the estimated cost.
- (ii) in the case of works estimated to cost more than Rs 1,00,000/- and upto Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance and
- (iii) in the case of works estimated to cost more than Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 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 in individual cases or has/have deposited the amount of the security at the rates mentioned above in case or in the form Government security or fixed Deposits receipts or Guarantee Bonds of any Scheduled Bank of India .

If the security is furnished in the form of guarantee bonds, the contract under takes to renew or to furnish fresh guarantee to cover the period of time extension, if any and failure on his part to do so shall be construed as breach of this contract, and without prejudice to any other remedy/provided in these conditions the Engineer in- charge shall have the right to withhold payment and deduct the entire security amount and any money's becoming payable to the contractor.

The amount of security money shall, if not withheld on account of breach of contract be refunded after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the condition that in case of building works 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 final bill which ever is later.

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

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 Government or on any account whatsoever and in the event of his deposit being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in case of 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 deposit or any part thereof.

CONTRACTOR

ENGINEER

EXPLANATION: For the purpose of this clause if the work under this contract includes construction, reconstructions or repair of any structure having foot over it, whole work will be classed a building work.

Compensatin
for delay

Clause-2: (A) Time is essence of the contract. The contractor shall commence an shall complete the work covered by the tender on the date fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work unto the schedule of quantities and dated shown in the Progress Statement to be signed by the contractor and attached to the tender. If the work fails 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 for 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

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

Compensatin
for delay

Clause-2 (C) Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender such period shall be reckoned from the date on which the order for commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work due diligence and he shall 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 decided on the amount of the estimated cost of whole work as shown by tender for everyday that work remains uncommenced or unfinished after the proper dates. And further in order of ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the value or quantity (as the Executive Engineer may determine) of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one - half of the value or quantity (as the Executive Engineer may determine) of this work before three-fourth of such time has elapsed, If the contractor fails to comply with this condition he shall be liable to pay aas 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 said estimated cost of the whole work for every day that the quantity or work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% percent of the estimated cost of the work as shown in the tender.

Action by
which whole
security
deposit is for
failed

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

(a) He may rescind the contract by giving the contractor _____Days notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's default.

(b) He may after giving the contractor _____days notice in writing of his intention to do so measure up the work done by the contractor and then employ a d pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of the Government, debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Executive 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.

CONTRATOR

ENGINEER

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

Clause-3 (ii) If the Executive Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased/ procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract an shall not be entitled to recover or be paid or be given credit of any sum for any work thereof actually performed by him under this contract unless and until, the Executive Engineer or the sub divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

Clause-3 (iii) If upon any occasion the.....Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such powers upon subsequent occasion if the contractor again makes default shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.

Clause-4: If the.....Engineer exercises any of the power given to him by clause 3 he may, if he so desired take possession of all or any tools, plans, materials and stores in or at the work or the site thereof and belonging to the contractor or procure by him and intended to be used for the execution of the work or any part thereof and pay or allow the contractor for the same at the contract rates or in the case of these not being applicable, at current market rates to be certified by the.....Engineer whose certificate thereof shall be final and if the.....Engineer does not desire to do so the.....Engineer may by notice in writing to the contractor or his clerk of the work or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and if the contractor fails to comply with any such requisition theEngineer 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.....Engineer as to expenses of any such removal is conclusive against the contractor.

Clause-5: If the contractor desires an extension of the time of completion of the work on the grounds of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the.....Engineer within 30 days of existence of such hindrance become first known to him who, if in his opinion reasonable grounds are the shown thereof, shall extend this time limit unto a period of six months or 50% of the time limit provided as time of completion whichever is less and thereafter.....Engineer shall, if in his opinion (which shall be final) reasonable ground are shown thereof, authorize extension as may in his opinion be necessary or proper.

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

Powers to take possession of or require removal of or sell contractor's plant

Extension of Time

CONTRATOR

ENGINEER

Final
certificates

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 of completion no such certificate will be given not shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which he may have and possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may do so and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forth with pay all expenses so incurred and shall have no claim in 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.

Payment on
intermediate
certificate to
be regarded
as advances.

Clause-7: In case of work estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate for approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall only be made as advances to be credited to the Government in the final 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 recreate 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 effect 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.

Inability to
complete
the work

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

Lums sum
in
estimates

Clause-9: When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled for payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for other such item or work, unless the 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 upon which payment is to be made in such cases and as the amount to be paid.

CONTRATOR

ENGINEER

Bills to be submitted monthly

Clause-10: Every month on or before a date to be fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the pervious month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor’s bill and adjusting his claim as specifically as possible. If the contractor does not contractor Day’s notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of 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 him and if he attends but refuses to sign the list of measurement the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bill to be on Printed forms

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

Clause-12: If the specification or estimate or 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 there for as herein-after mentioned being so far as practicable and for the convenience of the contractor specified in 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 purposes of the contract and he shall pay for the same as the rates specified in the said schedule or if no rates is to specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become by property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer and shall at all 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 loss.

Clause-12: (A) In case where the contractor is himself to supply the materials he must obtain the articles required for the construction of the work from the firms with which the Director of Industries made arrangements while in the case of materials for supply for which the Director of Industries made arrangements while in the case of materials for supply for which no such arrangement has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification the materials supplied by the contractor must conform to such specification and or test.

Clause-12: (B) provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.

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

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Stores imported from Europe to be obtained from Government

Clause- 14: The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connections therewith 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 contract and if they are not entered in the schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses 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 in the Schedule of consumption in such cases the price charged will be stock issue rate or market rate whichever is greater.

Work to be Extented in accordance with specification drawing orders etc.

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

Allteration in specification and designs

Do not invalidate contract

Extension of time in consequence of alteration

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

Clause-16: The Engineer-in-charge shall have power to make such alteration in or additions to the original, specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-incharge 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 contractor on the same conditions in all respect on which the agreed to do 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 and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract and if they are unable to agree upon a date within two weeks from the date when the contractor received the order. The Engineer-in-charge may by notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of disputes the decision of the Superintending Engineer shall be final and binding on the contractor.

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No compensation or alteration in or restriction of work be carried

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 reduced or cut 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 or preparation for the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation 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.

Action and compensation payable in case of bad work

Clause-18: If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that material used in the same are inferior to those for which the specification provides or they any materials or articles may have been passes, certified or paid for serve the contractor with notice in writing specifying the work materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within a specified period of time.

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

Clause-18: (A) Government shall have the right to accept at reduced rates 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 under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in clause 1 above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the Government to the contract.

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

Work to open to inspection

Clause-19: All works under or in the course of extension or executed in pursuance of the contract shall at all time be open for inspection and supervision by Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose order

Contractor or responsible agent to be present

given to any such agent have the same effect as given to the contractor himself.

Clause-19: (A) No labour below the age of 14 years shall be employed on the work.

Clause-19: (B) The contractor shall pay to his laborers as fair wage.

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

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Clause-19: (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum wages. Act or any enactment in supervision, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have effect in State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modification thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses in his tender.

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

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

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

CONTRACTOR

ENGINEER

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

Clause-20: In order that the work may be measured and the correct dimensions thereof taken, the contractor shall not cover up any of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge of his subordinate in-charge of the work or until he has given to the Engineer-in-charge or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or place it beyond of the measurement without such consent and before the

expiration of the period of such notice, the contractor shall either as he may elect strip such work at his own expenses in order that it may be measured or shall forfeit the price of such work and of the materials used in its constructions.

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer –in-charge for the time being who; shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on .

Notice to be given before work is covered up

Direction of work

CONTRACTOR

ENGINEER

Decision of Engineer to be final

Clause-22: Except where otherwise specified in the contract the decision of theEngineer for the time being shall be final, conclusive and binding on all parties to the contract up on 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 used on the work or as to any other question claim right matter or thing whatsoever in anyway arising out of or relating to the contract designs or drawings, specifications, estimates, instructions, order, or these conditions or otherwise concerning the work or after the completion or abandonment of the contract by the contractor, shall also be final conclusive and binding on the contract.

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

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

Contractor to supply plant ladders scaffolding etc

Clause-24: The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plant, tools, appliances, implements, ladders, cordace, tackle scaffolding and temporary works requisite for the proper execution of the work, whether original altered or substituted and whether

included in the specifications or other documents forming part of the contractor 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 shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workman with the

And liable for demaages arising from non-provision of light fencing etc

means and materials necessary for the purpose of setting out work, and for counting weighing and assisting in the measurement or examination of the work.or material at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protectthe public from accident and shall bear the expenses of defense of every suit, action or other proceeding of law that may be brought up by any person for injury sustained owing to the neglect to the above precautions and shall also pay any damages and costs which may with the consent of the contractor be paid to compromise any claim by any such person.

Female labour not to be employed

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

Clause-26: The contractor shall not assign or sublet the contract without the written permission of the.....Engineer and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Government the.....Engineer thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

Clause-27: Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the Act or default in respect of which the same becomes payable without proof of the actual amount of damages or loss sustained.

Clause-28: In the case of a tender by partners, contractor shall State the name of the member of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Clause-29: In the case of any work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with distinct specification and if there is no distinct specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-incharge.

Clause-30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, the expression works '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 referred to at page 3 of the accepted tender, will be calculated on the gross and not on the net amount of the bills for the work done.

Work not to be sub-let

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

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

changes in constitution of Firm

Action where no specification is given

Definition of work

contractor's percentage whether applied to net or gross amount of bills. (Strike out this clause in the case of an item rate contract.)

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Compensation to workmen

Clause-32: (1) In every case in which by virtue of the provisions of 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 from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12 Sub-section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security amount deposited by the contractor or his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contractor or otherwise.

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

Clause-33: Not with standing any thing still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor (s) and set off all claims against him (them) whether arising out of the particulars contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

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

Clause-35: Quantities are liable for variations on either side without entitling the contractor to compensation on this account.

Clause-36: Contractor shall himself make proper living accommodation, water and sanitary arrangement etc. for labours which ordinarily should be arranged through Employment Exchange, will give preference to Ex-serviceman. He will have to remove and undesirable labour if ordered by the department.

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

Clause-38: No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of the work (as per G.O. no. 355/13b/66/XXIII-IB IT dated 22.6.1966).

Clause-39: During the course of construction if any emergency is caused due to any clause of 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 completion of the work he will be entitled to no compensation.

Clause-40: The contractor shall not influence or direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if he 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 damages shall be final and binding on both the parties.

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

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

Clause-43: 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 tube Tony on Lines with policies and programme announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer-in-charge monthly report in this behalf. as per **G. O. No. 5032/76-23/C-3/1975-76 dated 8 Sept. 1976**

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

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Schedule showing (approximate) material to be supplied from the public works stores for works contracted to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sig. of Contractor

Sig. of Sub-Divisional-Officer

Executive Engineer

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AGREEMENT (F-1)

THIS AGREEMENT made theday of200... between..... (herein after called the Employer) of the one part and(herein after called the Contractor of the other part).

The Employer has accepted a tender by the Contractor for completion of such works related to tender notice No..... NOW THIS AGREEMENT WITNESSES as follows:

- 6. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
- 7. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The said Tender Notice,
 - (b) Technical Specifications,
 - (c) General Conditions of Contract (Local Competitive Bidding),
 - (d) I.D. Form No. 111,
 - (e) I.D. Form NO. 112 with bill of quantity & F-2,
 - (f) The schedules; Specification Drawing or Special conditions of contract (if any),
 - (g) The letters exchanged between the Employer and the Contractor after receipt of the tender but before award of the Contract,
 - (h) Any and all addends or modifications to be above, and
 - (i) Letter of Acceptance of Tender.
- 8. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned the Contractor here by convenients with the Employer to complete work in conformity in all respects with the provisions of the Contract.
- 9. 10 percent security shall be released after 100 hours satisfactory running of the machine/working of the component or part repaired or elapse of 3 months which is earlier.
- 10. If the contractor fails to complete as aforesaid the said works by the time fixed in this Agreement for completion, the Governor may deduct from the sum found to be payable under this Agreement or the balance of the sum then unpaid the sum of @ 0.25% for every day or a maximum of 10% of the value of Agreement. That shall elapse between the day fixed for completion.

IN WITNESS where of the parties have herein to set their respective bends and seals the day and year above written.

Signed and Sealed & Delivered by:
.....(for Contractor)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

Signed and Sealed & Delivered by:
.....(for Employer)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

CONTRATOR

ENGINEER

GENERAL CONDITION:

- 15) The following conditions are in addition to those provide in I.D. Form No. 111 and No. 112. If any contradiction of these conditions with those existing in I.D. Form 111 and Form 112 comes to notice, the condition given in I.D. Form 111 and Form 112 will prevail.
- 16) The tenders should remain valid for consideration for three months from the date of opening the tender.
- 17) The Executive Engineer or other accepting authority reserves the right to accept or reject any or all the tenders without assigning any reason or to distribute the work among the two or more than two tenderers.
- 18) The tenderer shall have to mention clearly in the given Performa the details of his relatives employed in the irrigation department. In the absence of information tender are liable to be rejected and if the information submitted detected to be wrong at any stage after the agreement is executed the agreement will become liable to terminate and security liable to forfeited to government.
- 19) The successful tenderer shall have to deposit security @ 10% of the estimate cost of work (Including earnest money) within one week of the receipt of the acceptance letter failing which the earnest money may be forfeited to government and acceptance withdrawn. Pea gravel not confirming to the given specification will be rejected and will have to be remove from the site of the stores by the contractor at his own cost failing which it will be disposed off the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of land as certified by the Engineer in charge shall be final and binding on the contractor and will be recovered from him.
- 20) The contractor must write his complete address in his tender. All communication sent by registered post or sent through the departmental staff at the given address will be deemed to have been served on him even if the same is received back undelivered. The contractor must make his own arrangement properly to receive all communication at his end.
- 21) The rate quoted by the contractor shall be the rate for finished item of work and for proper completion of each item of work given in this tender in accordance with all the detailed conditions specification, condition given in I.D. Form 111 and 112 and tender notice etc. which must be seen in the office by the contractor before submitting his tender, as all these will part of contract.
- 22) The successful contractor will have to pay stamp duty for execution of agreement (contract bond) and therefore he will furnish necessary stamps for this purpose. The value of stamps shall be calculated on the amount of his "Security" deposit.
- 23) No claim shall be admissible due to fluctuation in market rate of labour and material.
 - (a) The amount of security deposit has been specified under clause 1 of I.D. Form 111, stamp Duty @ 7/- (Seven) or Rs. 70/- per thousand or security deposit in Form of F.D.R. any Nationalized bank or the saving bank pass book or national Saving Certificated duly pledged to the Executive Engineer. Tube well Construction Division.
- 24) **COMMENCEMENT OF WORK:** The order to commence with the work should be obtained in writing from the accepting authority by the contractor without the written order the contractor shall not enter upon or commence any portion of work.

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- 25) **QUANTITIES LIABLE TO VARIATION:** The quantities shown in the tender are liable to variation on either side without entitling the contractor to any compensation on this account. No. claim shall be made by the contract against the Government for any variation therein. The variation upto 20% against the individual item or sub item of contract may be sanctioned by the authority accepting the agreement, variation acceding 20% shall be submitted to next higher authority for sanction giving full justification.
- 26) Deduction of 20% Income Tax at source shall be made from all payment made to the contractor in accordance with the rules and order in force. This deduction shall be made on gross amount of payment and not net payment to the contractor.
- 27) **ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK:** Government shall have the right to accept at reduced rate sub-standard or defective work and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if a result of such acceptance of such substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for government to recover the same from him in the manner prescribed in clause I above (I.D. Form NO. 111) or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such payment may be dully paid by government to the contractor. Provided that the substandard of defective work accepted is not considered to the seriously defective by the Engineer in charge and the rate of the work to accepted is suitably reduced by him to compensate the government and such reduction is binding on the contractor.
- 28) In the event of a tender being rejected, the earnest money shall be returned to tenderer on receipt of this application after observing due formalities.

Signature of contractor.....
Name of contractor
Father's Name
Complete address of contractor
.....
.....
.....

CONTRATOR

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SPECIAL CONDITIONS FOR SUPPLY OF PEA-GRAVEL:

- 8) The pea gravel should be free from dust and other organic compounds and should be as per irrigation Department's specifications. The submission of a tender by a tenderer implies that he has acquainted himself with U.P.I.D. standard specification.
- 9) The rate should be offered including royalties, octroi, income tax duties carriage, handling, loading, unloading and stacking at store site. Rates offered should be considering all the above aspects complete for supply at the site of stores which may be inspected by the tenderers before offering their rates. The trade tax should be quoted separately as admissible against form 3-D and tenderers must be registered with Trade Deptt. Form 3-D shall be issued by the Deptt. Registration number of sales Tax must be quoted in tender.
- 10) The rates should be given in figures as well as in words and in the event of difference between the two rates, lower rate will be considered as tendered rate. Rates are to be quoted for per cubic meter" of pea gravel. Any change in this unit will not be accepted.
- 11) The pea-gravel will be measured when it is of proper specification free of dust and other organic compound and also properly stacked at the site of the store.
- 12) Pea gravel of Lal Kuwan origin and that too carried by trucks will be accepted.
- 13) Tolerance in size of pea gravel will be allowed as under:- Over size of pea gravel to the extent of 5% of the agreed quantity and under size pea gravel to the extent of 5% of the agreed quantity without any reduction in the agreed rates. The tolerance will be ascertained by sample checking by the Executive Engineer or Engineer in charge by employing standard method.
- 14) Pea gravel not confirming to the given specification will be rejected and will have to be removed from the site of the stores by the contractor at his own cost failing it will be disposed off by the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of lands as certified by the engineer-in-charge shall be final and binding on the contractor and will be recovered from him.

Signature of contractor.....

Name of contractor

Father's Name

Complete address of contractor

.....
.....
.....

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TECHNICAL SPECIFICATION OF CONTRACT

GENERAL:

10. All works shall be carried out in accordance with U.P. Irrigation Department. Detailed specification published under the orders of Chief Engineer, Irrigation Department, U.P., Except in so far as they may be mortified or supplemented by the specification mentioned herein. In case there is any inconsistency between the two, the specifications mentioned herein shall prevail. Specification number quoted herein refer to those given in the above mentioned book. In case the specifications of any is not given either in U.P.I.D. Detailed Specification of the specifications mentioned herein, the work shall be carried out in all respects in accordance with the instructions of the Engineer-In-Charge given from time to time.
11. The contractor shall not do any work other than that mentioned in the agreement without the written orders of the Engineer-In-Charge no claim, whatsoever, shall be entertained for any unauthorized work.
12. No claim shall be entertained by the Government in respect of any theft loss or damage due to accident occurring for any reason whatsoever. The contractor shall be responsible for the safety of the materials issued to him for the work.
13. No claim shall be entertained for the idle labour for any reason whatsoever.
14. Claims for ant causes whatsoever shall be preferred in writing by the contract to the Engineer-In-Charge within seven days of occurrence of the event due to which the claim is preferred. In case of prolonged cause of such claim, the contractor shall submit daily report with full particulars to the Engineer-In-Charge. Claims received late shall be liable to be rejected.
15. If subsequent to the submission of his tender the tenderer amounts, after or modified the contents of his tender, which are not acceptable to the Govt. tenderer shall for the purpose of the aforesaid condition, be deemed to have with drawn his proposal and the earnest money deposited by him may be forfeited.
16. The Engineer-In-Charge shall have the right to take possession of or use any completed part of work. Such possession of use shall not be deemed as taking over any work not completed in accordance with the contract.
17. All the work during the progress and after the completion may be subject to technical audit. Any defects of materials or workmanship discovered during such audit and established as such shall be rectified by the contractor at his won cost, any recoveries or reduction in rates, considered necessary shall be made from the contractor even if the work has been accepted by the Engineer-In-Charge from the subsequent bills or securities of the contractor.
18. No claim for interest or damages will be entertained by the Government with respect to any money or balance which may be lying with the Government or may become due owing to any dispute, difference or misunderstanding between the Engineer-In-Charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-In-Charge making periodical or final payment or in any other respect whatsoever.

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ENGINEER

संबंधियों के संबंध में घोषणा-पत्र

श्री/मैसर्स.....

.....प्रमाणित

करता हूँ कि मेरा कोई निकट संबंधी.....

सिंचाई विभाग में अथवा इस खण्ड में कार्यरत नहीं हैं।

फर्म के अधिकृत/प्रतिनिधि/

ठेकेदार के हस्ताक्षर

नाम-.....

पूरा पता-.....

.....

UNDERTAKING FORM

(on Rs. 100.00 stamp paper only)

Tender invited by: Executive Engineer
Tube well Construction Division
Moradabad

Tender for:

Tender notice No. & Date:

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 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 the tender. Also to the condition that if there after the tenderer does withdraw his proposal within said period, the earnest money deposited by him may be forfeited to the Government of Uttar Pradesh at the consideration of later.

Dated

Signature of Contractor
Revenue Stamp

Witness

1-

2-

प्रेषक,

अधिशाली अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद।

प्रेषित,

मैसर्स.....
.....

पत्रांक:- /ननिखमु/टेन्डर, दिनांक: मुरादाबाद: ,2008

विषय:-
महोदय,

आपको सूचित किया जाता है कि उपरोक्त कार्य हेतु आप द्वारा दी गयी निविदा दिनांक..... निम्न हस्ताक्षरकर्ता द्वारा राज्यपाल उत्तर प्रदेश की ओर से स्वीकृत कर ली गयी है। आपसे अनुरोध है कि अनुबन्ध की शर्तों के अनुसार अनुबन्ध पर हस्ताक्षर करने के लिये दिनांक..... तक किसी भी कार्य दिवस में कार्यालय समय में उपस्थित होने का कष्ट करें।

निर्धारित तिथि तक अनुबन्ध पर हस्ताक्षर न करने की दशा में यह समझा जायेगा की आप उक्त कार्य करने के इच्छुक नहीं है और ऐसी दशा में आपके द्वारा प्रेषित अग्रिम धनराशि अथवा अन्य देय धनराशि में से जो भी विभाग के पास होगी जब्त कर ली जायेगी, तथा उक्त निविदा की स्वीकृति वापस ले ली जायेगी।

अनुबन्ध पर हस्ताक्षर करते समय रु0..... की जनरल स्टाम्प, स्टाम्प शुल्क तथा रु0..... की जमानत धनराशि जो कि अधिशाली अभियन्ता, नलकूप निर्माण खण्ड, मुरादाबाद के नाम बन्धक हो को अनुबन्ध के समय प्रस्तुत करें।

भवदीय

(अधिशाली अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1- अधीक्षण अभियन्ता, नलकूप मण्डल, मुरादाबाद।
- 2- सहायक अभियन्ता..... नलकूप निर्माण उपखण्ड, प्रथम/द्वितीय/तृतीय, मुरादाबाद/बिजनौर।
- 3- अतिरिक्त प्रतिलिपि मूल अनुबन्ध हेतु।

(अधिशाली अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

कार्यालय अधिशासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /न0नि0ख0मु0/अनुबन्ध,दिनांक:मुरादाबाद: ,2008

विषय:- अनुबन्ध का पंजीकरण।

मैसर्स.....
.....

इस कार्यालय की निविदा सूचना संख्या
के क्रम में दिनांक.....को आप द्वारा अधोहस्ताक्षरकर्ता
के साथ कार्य समापन हेतु कृत अनुबन्ध की अनुबन्ध
संख्या.....के रूप में पंजीकृत कर लिया है। कार्य आरम्भ
करने की तिथितथा कार्य समापन करने
की तिथि.....है। कृपया कार्य अनुबन्ध के शर्तों
के अनुसार निम्नांकित अवर अभियन्ता की देख रेख में सम्पादित
करायें।

अनुबन्ध की प्रति पृष्ठ संख्या-1 से तक आपके
रिकार्ड हेतु संलग्न है।

संलग्नक:- उपरोक्तानुसार।,

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु
अनुबन्ध की प्रति के साथ प्रेषित है :-

- 1- सहायक अभियन्ता.....नलकूप निर्माण उपखण्ड,
मुरादाबाद/बिजनौर।
- 2- श्री.....अवर अभियन्ता,
नलकूप निर्माण उपखण्ड, मुरादाबाद/बिजनौर। कृपया कार्य
अनुबन्ध की शर्तों के अनुरूप ही कराया जाना सुनिश्चित करें।

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

Drawing/X-section

2.0 एम०एम० से 3.5 एम०एम० माप की बजरी की कोई ड्राइंग नहीं होती।

INDEX

TENDER NOTICE No. 01/EE/2008-09, DATE:16.06.08 Due DATE-25.07.08

लॉट-3

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		FROM	TO
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IRRIGATION DEPARTMENT Uttar Pradesh

Division _____

Sub-Division _____

ITEM OF PERCENTAGE RATE

TENDER OF CONTRACTORS

Name of work

लाट-3

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE CONTRACTORS

All work purposed for execution by contract will be notified in form of invitation to tender pasted on a board hung up in the office of, and signed of the Executive Engineer.

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

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

3- Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4- Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenders 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 accompanied by the deposit of earnest money notified, will be liable to rejection Tenders shall have the name of the work to which they refer written outside the envelope.

CONTRATOR

ENGINEER

5-(i) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of the specification and her documents mentioned in rule 1, in the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) when tender are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders. The earnest money in currency notes shall be credited in the cash-book and paid into the treasury, a receipt in account form o. 3 being given to the party tendering if earnest money is preferred in any of the securities specified in rule 9, it shall be entered in the register of securities accounts forms 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected the usual stamp receipt being taken.

6- The accepting authority shall have the right of rejecting all or any of the tenders,

7- The receipt of accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Executive Engineer .

8- The memorandum of work tendered for shall be filled in and completed in the office of Executive Engineer before the tender form is issued.

9- The amount of the earnest money should ordinarily be.

- | | | |
|-----|---|---------------|
| (a) | When the amount of the tender dose 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 a further sum of | Rs. 5000-100 |

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

NOTE:- The officer calling for tender may, in special cases where it would be in convenient for tenderes to deposit money into Government treasury, relax the rule and permit contractors to desposit earnest money with him in cash 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.

CONTRATOR

ENGINEER

TENDER FOR WORKS.

"I" or "We" Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the under written memorandum with in the time specified in each memorandum at the rate specified therein and in accordance in all respects with the specification, designs drawing and instructions, in writing reffeted to in rule. I hereof and in clause 2 of the condition of contract and with such materials as are provided for by and in all other respect in accordance with such conditions so for as applicable.

MEMORANDUM

- (a) If Several Sub-work are included they should be detailed in a separate list. (a)General I description **Supply of Pea gravel 2.0 mm to 3.5 mm. size**
 (b) Estimated Cost
 (b) Vide rule 9 on page 9. (c) Earnest Money Rs 5200.00.
 (d) Time allowed for the work from date Rs. 3 Month
 of written order to commence

(c) Strike out the alternative and att-item attached signature to No it	Item of work	Approximate Number of Quantity	Unit	Per	Rate (e) TENDERED (e) SANCTIONED		
					(i) in figure		(f) in Words
					Rs.	P.	
N.B.-(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the columns should be filled by the Sub-Divisional Officer/Executive Engineer. (2) in the case of work when contractors are required to quota their own rates for the different items of works the coloum (f) should be left blank for the tenders to fill in.	2.0 एम०एम० से 3.5 एम०एम० माप की लाल कुआं बजरी (पी०ग्रेविल) की आपूर्ति लोडिंग, अनलोडिंग तथा चट्टा लगाने सहित (सड़क मार्ग द्वारा) नलकूप कालौनी, चन्दौसी जनपद मुरादाबाद के परिसर पर लाट-3	150	घन मी०				

CONTRATOR

ENGINEER

_____Tender at _____present above/below the rates entered I' or 'We'
above.

Or

_____Tender at the above rates,

Should this tender be accepted _____hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed to the approved set to contract documents or in default there of to fore feitend pay to governor of Uttar Pradesh or his successorsion office the sum of money 'mentioned in the said conditions.

The Sum of Rs._____ is herewith forwarded in currency notes as earnest money the full value of which shall be retained by government on account of the security -deposit specified in clause 1 of the said conditions of contract.

Strike out the alternative and attach Signature to it

Give Particulars and number

Signature of witness to contractor's Signature

Dated the day of20

Witness

Address

Occupation

Signature of before submission of tender

Date Sub-Divisional Officer Sub-Division.....

Here enter Recommended or not Recommended

Date.....Executive Engineer.....Division

Signature

Date Superintending EngineerCircle

Signature

Irrigation Work

Signature and official Designation of the accepting authority.

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

Dated the Day of20

CONTRATOR

ENGINEER

AGREEMENT (F-2)

Tender invited by :

Tender for :

Tender Notice No. and date :

Name of tenderer :

In CONSIDERATION of the Governor of Uttar Pradesh having treated to be an eligible person whose tender may be considered, the tenderer here by agree to the conditions that the proposal in response to the above invitation shall not be within three months from the date of opening of the tender also to the conditions to the conditions that it there after the tender does withdraw his proposal within the said period the earnest money deposited by him may be forfeited to the Government at Uttar Pradesh in desecration of the letter.

And the tenderer hereby also agrees that if sub sequent to the submission of this tender the tenderer amends, alters or modified the contents of this tender which are not acceptable to the department, than the tenderer shall for the purposes of the aforesaid conditions be deemed to have withdrawn hi proposal.

Signed thisday of200.....

Signed by

Signed by
(Tenderer)

Witness: -

1-

2-

CONTRATOR

ENGINEER

CONDITIONS OF CONTRACT

Clause-1: The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government or Uttar Pradesh (hereinafter called the Government) either in cash or in the securities as provided in paragraphs 614 and 615 of the financial hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupees. And where any security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without consent or assistance of the contractor.

Clause- 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 on account of Security Deposit until such deductions, along with the sums already deposited as earnest money to be adjusted in the last deductions, will amount:-

- (i) in the case of works estimated to cost upto Rs 1,00,000/- to 10% of the estimated cost.
- (ii) in the case of works estimated to cost more than Rs 1,00,000/- and upto Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance and
- (iii) in the case of works estimated to cost more than Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 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 in individual cases or has/have deposited the amount of the security at the rates mentioned above in case or in the form Government security or fixed Deposits receipts or Guarantee Bonds of any Scheduled Bank of India .

If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension, if any and failure on his part to do so shall be construed as breach of this contract, and without prejudice to any other remedy/provided in these conditions the Engineer in-charge shall have the right to withhold payment and deduct the entire security amount and any money's becoming payable to the contractor.

The amount of security money shall, if not withheld on account of breach of contract be refunded after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the condition that in case of building works 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 final bill which ever is later.

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

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 Government or on any account whatsoever and in the event of his deposit being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in case of 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 deposit or any part thereof.

CONTRACTOR

ENGINEER

EXPLANATION: For the purpose of this clause if the work under this contract includes construction, reconstructions or repair of any structure having foot over it, whole work will be classed a building work.

Compensatin
for delay

Clause-2: (A) Time is essence of the contract. The contractor shall commence an shall complete the work covered by the tender on the date fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work unto the schedule of quantities and dated shown in the Progress Statement to be signed by the contractor and attached to the tender. If the work fails 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 for 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

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

Compensatin
for delay

Clause-2 (C) Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender such period shall be reckoned from the date on which the order for commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work due diligence and he shall 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 decided on the amount of the estimated cost of whole work as shown by tender for everyday that work remains uncommnted or unfinished after the proper dates. And further in order of ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the value or quantity (as the Executive Engineer may determine) of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one - half of the value or quantity (as the Executive Engineer may determine) of this work before three-fourth of such time has elapsed, If the contractor fails to comply with this condition he shall be liable to pay aas 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 said estimated cost of the whole work for every day that the quantity or work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% percent of the estimated cost of the work as shown in the tender.

Action by
which whole
security
deposit is for
failed

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

(a) He may rescind the contract by giving the contractor _____Days notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's default.

(b) He may after giving the contractor _____days notice in writing of his intention to do so measure up the work done by the contractor and then employ a d pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of the Government, debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Executive 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.

CONTRATOR

ENGINEER

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

Clause-3 (ii) If the Executive Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased/ procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract an shall not be entitled to recover or be paid or be given credit of any sum for any work thereof actually performed by him under this contract unless and until, the Executive Engineer or the sub divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

Clause-3 (iii) If upon any occasion the.....Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such powers upon subsequent occasion if the contractor again makes default shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.

Clause-4: If the.....Engineer exercises any of the power given to him by clause 3 he may, if he so desired take possession of all or any tools, plans, materials and stores in or at the work or the site thereof and belonging to the contractor or procure by him and intended to be used for the execution of the work or any part thereof and pay or allow the contractor for the same at the contract rates or in the case of these not being applicable, at current market rates to be certified by the.....Engineer whose certificate thereof shall be final and if the.....Engineer does not desire to do so the.....Engineer may by notice in writing to the contractor or his clerk of the work or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and if the contractor fails to comply with any such requisition theEngineer 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.....Engineer as to expenses of any such removal is conclusive against the contractor.

Clause-5: If the contractor desires an extension of the time of completion of the work on the grounds of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the.....Engineer within 30 days of existence of such hindrance become first known to him who, if in his opinion reasonable grounds are the shown thereof, shall extend this time limit unto a period of six months or 50% of the time limit provided as time of completion whichever is less and thereafter.....Engineer shall, if in his opinion (which shall be final) reasonable ground are shown thereof, authorize extension as may in his opinion be necessary or proper.

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

Powers to take possession of or require removal of or sell contractor's plant

Extension of Time

CONTRATOR

ENGINEER

Final
certificates

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 of completion no such certificate will be given not shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which he may have and possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may do so and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forth with pay all expenses so incurred and shall have no claim in 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.

Payment on
intermediate
certificate to
be regarded
as advances.

Clause-7: In case of work estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate for approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall only be made as advances to be credited to the Government in the final 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 recreate 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 effect 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.

Inability to
complete
the work

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

Lums sum
in
estimates

Clause-9: When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled for payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for other such item or work, unless the 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 upon which payment is to be made in such cases and as the amount to be paid.

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Bills to be submitted monthly

Clause-10: Every month on or before a date to be fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the pervious month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor’s bill and adjusting his claim as specifically as possible. If the contractor does not contractor Day’s notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of 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 him and if he attends but refuses to sign the list of measurement the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bill to be on Printed forms

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

Clause-12: If the specification or estimate or 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 there for as herein-after mentioned being so far as practicable and for the convenience of the contractor specified in 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 purposes of the contract and he shall pay for the same as the rates specified in the said schedule or if no rates is to specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become by property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer and shall at all 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 loss.

Clause-12: (A) In case where the contractor is himself to supply the materials he must obtain the articles required for the construction of the work from the firms with which the Director of Industries made arrangements while in the case of materials for supply for which the Director of Industries made arrangements while in the case of materials for supply for which no such arrangement has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification the materials supplied by the contractor must conform to such specification and or test.

Clause-12: (B) provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.

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

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Stores imported from Europe to be obtained from Government

Clause- 14: The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connections therewith 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 contract and if they are not entered in the schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses 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 in the Schedule of consumption in such cases the price charged will be stock issue rate or market rate whichever is greater.

Work to be Extented in accordance with specification drawing orders etc.

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

Allteration in specification and designs

Do not invalidate contract

Extension of time in consequence of alteration

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

Clause-16: The Engineer-in-charge shall have power to make such alteration in or additions to the original, specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-incharge 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 contractor on the same conditions in all respect on which the agreed to do 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 and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract and if they are unable to agree upon a date within two weeks from the date when the contractor received the order. The Engineer-in-charge may by notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of disputes the decision of the Superintending Engineer shall be final and binding on the contractor.

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No compensation or alteration in or restriction of work be carried

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 reduced or cut 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 or preparation for the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation 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.

Action and compensation payable in case of bad work

Clause-18: If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that material used in the same are inferior to those for which the specification provides or they any materials or articles may have been passes, certified or paid for serve the contractor with notice in writing specifying the work materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within a specified period of time.

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

Clause-18: (A) Government shall have the right to accept at reduced rates 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 under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in clause 1 above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the Government to the contract.

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

Work to open to inspection

Clause-19: All works under or in the course of extension or executed in pursuance of the contract shall at all time be open for inspection and supervision by Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose order

Contractor or responsible agent to be present

given to any such agent have the same effect as given to the contractor himself.

Clause-19: (A) No labour below the age of 14 years shall be employed on the work.

Clause-19: (B) The contractor shall pay to his laborers as fair wage.

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

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Clause-19: (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum wages. Act or any enactment in supervision, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have affection in State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modification thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into accounts any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses his tender.

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

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

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

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

Clause-20: In order that the work may be measured and the correct dimensions thereof taken, the contractor shall not cover up any of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge of his subordinate in-Charge of the work or until he has given to the Engineer-in-charge or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or place it beyond of the measurement without such consent and before the

expiration of the period of such notice, the contractor shall either as he may elect strip such work at his own expenses is order that it may be measured or shall forfeit the price of such work and of the materials used in its constructions.

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer –in-charge for the time being who; shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on .

Notice to be given before work is covered up

Direction of work

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Decision of Engineer to be final

Clause-22: Except where otherwise specified in the contract the decision of theEngineer for the time being shall be final, conclusive and binding on all parties to the contract up on 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 used on the work or as to any other question claim right matter or thing whatsoever in anyway arising out of or relating to the contract designs or drawings, specifications, estimates, instructions, order, or these conditions or otherwise concerning the work or after the completion or abandonment of the contract by the contractor, shall also be final conclusive and binding on the contract.

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

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

Contractor to supply plant ladders scaffolding etc

Clause-24: The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge’s stores, plant, tools, appliances, implements, ladders, cordace, tackle scaffolding and temporary works requisite for the proper execution of the work, whether original altered or substituted and whether

included in the specifications or other documents forming part of the contractor 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 shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workman with the

And liable for demaages arising from non-provision of light fencing etc

means and materials necessary for the purpose of setting out work, and for counting weighing and assisting in the measurement or examination of the work.or material at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protectthe public from accident and shall bear the expenses of defense of every suit, action or other proceeding of law that may be brought up by any person for injury sustained owing to the neglect to the above precautions and shall also pay any damages and costs which may with the consent of the contractor be paid to compromise any claim by any such person.

Female labour not to be employed

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

Clause-26: The contractor shall not assign or sublet the contract without the written permission of the.....Engineer and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Government the.....Engineer thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

Clause-27: Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the Act or default in respect of which the same becomes payable without proof of the actual amount of damages or loss sustained.

Clause-28: In the case of a tender by partners, contractor shall State the name of the member of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Clause-29: In the case of any work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with distinct specification and if there is no distinct specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-incharge.

Clause-30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, the expression works '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 referred to at page 3 of the accepted tender, will be calculated on the gross and not on the net amount of the bills for the work done.

Work not to be sub-let

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

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

changes in constitution of Firm

Action where no specification is given

Definition of work

contractor's percentage whether applied to net or gross amount of bills. (Strike out this clause in the case of an item rate contract.)

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Compensation to workmen

Clause-32: (1) In every case in which by virtue of the provisions of 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 from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12 Sub-section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security amount deposited by the contractor or his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contractor or otherwise.

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

Clause-33: Not with standing any thing still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor (s) and set off all claims against him (them) whether arising out of the particulars contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

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

Clause-35: Quantities are liable for variations on either side without entitling the contractor to compensation on this account.

Clause-36: Contractor shall himself make proper living accommodation, water and sanitary arrangement etc. for labours which ordinarily should be arranged through Employment Exchange, will give preference to Ex-serviceman. He will have to remove and undesirable labour if ordered by the department.

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

Clause-38: No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of the work (as per G.O. no. 355/13b/66/XXIII-IB IT dated 22.6.1966).

Clause-39: During the course of construction if any emergency is caused due to any clause of 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 completion of the work he will be entitled to no compensation.

Clause-40: The contractor shall not influence or direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if he 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 damages shall be final and binding on both the parties.

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

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

Clause-43: 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 tube Tony on Lines with policies and programme announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer-in-charge monthly report in this behalf. as per **G. O. No. 5032/76-23/C-3/1975-76 dated 8 Sept. 1976**

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

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Schedule showing (approximate) material to be supplied from the public works stores for works contracted to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sig. of Contractor

Sig. of Sub-Divisional-Officer

Executive Engineer

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AGREEMENT (F-1)

THIS AGREEMENT made theday of200... between..... (herein after called the Employer) of the one part and(herein after called the Contractor of the other part).

The Employer has accepted a tender by the Contractor for completion of such works related to tender notice No..... NOW THIS AGREEMENT WITNESSES as follows:

- 11. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
- 12. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The said Tender Notice,
 - (b) Technical Specifications,
 - (c) General Conditions of Contract (Local Competitive Bidding),
 - (d) I.D. Form No. 111,
 - (e) I.D. Form NO. 112 with bill of quantity & F-2,
 - (f) The schedules; Specification Drawing or Special conditions of contract (if any),
 - (g) The letters exchanged between the Employer and the Contractor after receipt of the tender but before award of the Contract,
 - (h) Any and all addends or modifications to be above, and
 - (i) Letter of Acceptance of Tender.
- 13. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned the Contractor here by convenients with the Employer to complete work in conformity in all respects with the provisions of the Contract.
- 14. 10 percent security shall be released after 100 hours satisfactory running of the machine/working of the component or part repaired or elapse of 3 months which is earlier.
- 15. If the contractor fails to complete as aforesaid the said works by the time fixed in this Agreement for completion, the Governor may deduct from the sum found to be payable under this Agreement or the balance of the sum then unpaid the sum of @ 0.25% for every day or a maximum of 10% of the value of Agreement. That shall elapse between the day fixed for completion.

IN WITNESS where of the parties have herein to set their respective bends and seals the day and year above written.

Signed and Sealed & Delivered by:
.....(for Contractor)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

Signed and Sealed & Delivered by:
.....(for Employer)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

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GENERAL CONDITION:

- 29) The following conditions are in addition to those provide in I.D. Form No. 111 and No. 112. If any contradiction of these conditions with those existing in I.D. Form 111 and Form 112 comes to notice, the condition given in I.D. Form 111 and Form 112 will prevail.
- 30) The tenders should remain valid for consideration for three months from the date of opening the tender.
- 31) The Executive Engineer or other accepting authority reserves the right to accept or reject any or all the tenders without assigning any reason or to distribute the work among the two or more than two tenderers.
- 32) The tenderer shall have to mention clearly in the given Performa the details of his relatives employed in the irrigation department. In the absence of information tender are liable to be rejected and if the information submitted detected to be wrong at any stage after the agreement is executed the agreement will become liable to terminate and security liable to forfeited to government.
- 33) The successful tenderer shall have to deposit security @ 10% of the estimate cost of work (Including earnest money) within one week of the receipt of the acceptance letter failing which the earnest money may be forfeited to government and acceptance withdrawn. Pea gravel not confirming to the given specification will be rejected and will have to be remove from the site of the stores by the contractor at his own cost failing which it will be disposed off the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of land as certified by the Engineer in charge shall be final and binding on the contractor and will be recovered from him.
- 34) The contractor must write his complete address in his tender. All communication sent by registered post or sent through the departmental staff at the given address will be deemed to have been served on him even if the same is received back undelivered. The contractor must make his own arrangement properly to receive all communication at his end.
- 35) The rate quoted by the contractor shall be the rate for finished item of work and for proper completion of each item of work given in this tender in accordance with all the detailed conditions specification, condition given in I.D. Form 111 and 112 and tender notice etc. which must be seen in the office by the contractor before submitting his tender, as all these will part of contract.
- 36) The successful contractor will have to pay stamp duty for execution of agreement (contract bond) and therefore he will furnish necessary stamps for this purpose. The value of stamps shall be calculated on the amount of his "Security" deposit.
- 37) No claim shall be admissible due to fluctuation in market rate of labour and material.
 - (a) The amount of security deposit has been specified under clause 1 of I.D. Form 111, stamp Duty @ 7/- (Seven) or Rs. 70/- per thousand or security deposit in Form of F.D.R. any Nationalized bank or the saving bank pass book or national Saving Certificated duly pledged to the Executive Engineer. Tube well Construction Division.
- 38) **COMMENCEMENT OF WORK:** The order to commence with the work should be obtained in writing from the accepting authority by the contractor without the written order the contractor shall not enter upon or commence any portion of work.

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- 39) **QUANTITIES LIABLE TO VARIATION:** The quantities shown in the tender are liable to variation on either side without entitling the contractor to any compensation on this account. No. claim shall be made by the contract against the Government for any variation therein. The variation upto 20% against the individual item or sub item of contract may be sanctioned by the authority accepting the agreement, variation acceding 20% shall be submitted to next higher authority for sanction giving full justification.
- 40) Deduction of 20% Income Tax at source shall be made from all payment made to the contractor in accordance with the rules and order in force. This deduction shall be made on gross amount of payment and not net payment to the contractor.
- 41) **ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK:** Government shall have the right to accept at reduced rate sub-standard or defective work and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if a result of such acceptance of such substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for government to recover the same from him in the manner prescribed in clause I above (I.D. Form NO. 111) or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such payment may be dully paid by government to the contractor. Provided that the substandard of defective work accepted is not considered to the seriously defective by the Engineer in charge and the rate of the work to accepted is suitably reduced by him to compensate the government and such reduction is binding on the contractor.
- 42) In the event of a tender being rejected, the earnest money shall be returned to tenderer on receipt of this application after observing due formalities.

Signature of contractor.....
Name of contractor
Father's Name
Complete address of contractor
.....
.....
.....

CONTRATOR

ENGINEER

SPECIAL CONDITIONS FOR SUPPLY OF PEA-GRAVEL:

- 15) The pea gravel should be free from dust and other organic compounds and should be as per irrigation Department's specifications. The submission of a tender by a tenderer implies that he has acquainted himself with U.P.I.D. standard specification.
- 16) The rate should be offered including royalties, octroi, income tax duties carriage, handling, loading, unloading and stacking at store site. Rates offered should be considering all the above aspects complete for supply at the site of stores which may be inspected by the tenderers before offering their rates. The trade tax should be quoted separately as admissible against form 3-D and tenderers must be registered with Trade Deptt. Form 3-D shall be issued by the Deptt. Registration number of sales Tax must be quoted in tender.
- 17) The rates should be given in figures as well as in words and in the event of difference between the two rates, lower rate will be considered as tendered rate. Rates are to be quoted for per cubic meter" of pea gravel. Any change in this unit will not be accepted.
- 18) The pea-gravel will be measured when it is of proper specification free of dust and other organic compound and also properly stacked at the site of the store.
- 19) Pea gravel of Lal Kuwan origin and that too carried by trucks will be accepted.
- 20) Tolerance in size of pea gravel will be allowed as under:- Over size of pea gravel to the extent of 5% of the agreed quantity and under size pea gravel to the extent of 5% of the agreed quantity without any reduction in the agreed rates. The tolerance will be ascertained by sample checking by the Executive Engineer or Engineer in charge by employing standard method.
- 21) Pea gravel not confirming to the given specification will be rejected and will have to be removed from the site of the stores by the contractor at his own cost failing it will be disposed off by the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of lands as certified by the engineer-in-charge shall be final and binding on the contractor and will be recovered from him.

Signature of contractor.....

Name of contractor

Father's Name

Complete address of contractor

.....
.....
.....

CONTRATOR

ENGINEER

TECHNICAL SPECIFICATION OF CONTRACT

GENERAL:

19. All works shall be carried out in accordance with U.P. Irrigation Department. Detailed specification published under the orders of Chief Engineer, Irrigation Department, U.P., Except in so far as they may be mortified or supplemented by the specification mentioned herein. In case there is any inconsistency between the two, the specifications mentioned herein shall prevail. Specification number quoted herein refer to those given in the above mentioned book. In case the specifications of any is not given either in U.P.I.D. Detailed Specification of the specifications mentioned herein, the work shall be carried out in all respects in accordance with the instructions of the Engineer-In-Charge given from time to time.
20. The contractor shall not do any work other than that mentioned in the agreement without the written orders of the Engineer-In-Charge no claim, whatsoever, shall be entertained for any unauthorized work.
21. No claim shall be entertained by the Government in respect of any theft loss or damage due to accident occurring for any reason whatsoever. The contractor shall be responsible for the safety of the materials issued to him for the work.
22. No claim shall be entertained for the idle labour for any reason whatsoever.
23. Claims for ant causes whatsoever shall be preferred in writing by the contract to the Engineer-In-Charge within seven days of occurrence of the event due to which the claim is preferred. In case of prolonged cause of such claim, the contractor shall submit daily report with full particulars to the Engineer-In-Charge. Claims received late shall be liable to be rejected.
24. If subsequent to the submission of his tender the tenderer amounts, after or modified the contents of his tender, which are not acceptable to the Govt. tenderer shall for the purpose of the aforesaid condition, be deemed to have with drawn his proposal and the earnest money deposited by him may be forfeited.
25. The Engineer-In-Charge shall have the right to take possession of or use any completed part of work. Such possession of use shall not be deemed as taking over any work not completed in accordance with the contract.
26. All the work during the progress and after the completion may be subject to technical audit. Any defects of materials or workmanship discovered during such audit and established as such shall be rectified by the contractor at his won cost, any recoveries or reduction in rates, considered necessary shall be made from the contractor even if the work has been accepted by the Engineer-In-Charge from the subsequent bills or securities of the contractor.
27. No claim for interest or damages will be entertained by the Government with respect to any money or balance which may be lying with the Government or may become due owing to any dispute, difference or misunderstanding between the Engineer-In-Charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-In-Charge making periodical or final payment or in any other respect whatsoever.

CONTRATOR

ENGINEER

संबंधियों के संबंध में घोषणा-पत्र

श्री/मैसर्स.....

.....प्रमाणित

करता हूँ कि मेरा कोई निकट संबंधी.....

सिंचाई विभाग में अथवा इस खण्ड में कार्यरत नहीं हैं।

फर्म के अधिकृत/प्रतिनिधि/

ठेकेदार के हस्ताक्षर

नाम-.....

पूरा पता-.....

.....

UNDERTAKING FORM

(on Rs. 100.00 stamp paper only)

Tender invited by: Executive Engineer
Tube well Construction Division
Moradabad

Tender for:

Tender notice No. & Date:

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 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 the tender. Also to the condition that if there after the tenderer does withdraw his proposal within said period, the earnest money deposited by him may be forfeited to the Government of Uttar Pradesh at the consideration of later.

Dated

Signature of Contractor
Revenue Stamp

Witness

1-

2-

प्रेषक,

अधिकासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद।

प्रेषित,

मैसर्स.....
.....

पत्रांक:- /ननिखमु/टेन्डर, दिनांक: मुरादाबाद: ,2008

विषय:-
महोदय,

आपको सूचित किया जाता है कि उपरोक्त कार्य हेतु आप द्वारा दी गयी निविदा दिनांक..... निम्न हस्ताक्षरकर्ता द्वारा राज्यपाल उत्तर प्रदेश की ओर से स्वीकृत कर ली गयी है। आपसे अनुरोध है कि अनुबन्ध की शर्तों के अनुसार अनुबन्ध पर हस्ताक्षर करने के लिये दिनांक..... तक किसी भी कार्य दिवस में कार्यालय समय में उपस्थित होने का कष्ट करें।

निर्धारित तिथि तक अनुबन्ध पर हस्ताक्षर न करने की दशा में यह समझा जायेगा की आप उक्त कार्य करने के इच्छुक नहीं है और ऐसी दशा में आपके द्वारा प्रेषित अग्रिम धनराशि अथवा अन्य देय धनराशि में से जो भी विभाग के पास होगी जब्त कर ली जायेगी, तथा उक्त निविदा की स्वीकृति वापस ले ली जायेगी।

अनुबन्ध पर हस्ताक्षर करते समय रु0..... की जनरल स्टाम्प, स्टाम्प शुल्क तथा रु0..... की जमानत धनराशि जो कि अधिकासी अभियन्ता, नलकूप निर्माण खण्ड, मुरादाबाद के नाम बन्धक हो को अनुबन्ध के समय प्रस्तुत करें।

भवदीय

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1- अधीक्षण अभियन्ता, नलकूप मण्डल, मुरादाबाद।
- 2- सहायक अभियन्ता..... नलकूप निर्माण उपखण्ड, प्रथम/द्वितीय/तृतीय, मुरादाबाद/बिजनौर।
- 3- अतिरिक्त प्रतिलिपि मूल अनुबन्ध हेतु।

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

कार्यालय अधिशासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /न0नि0ख0मु0/अनुबन्ध,दिनांक:मुरादाबाद: ,2008

विषय:- अनुबन्ध का पंजीकरण।

मैसर्स.....
.....

इस कार्यालय की निविदा सूचना संख्या
के क्रम में दिनांक.....को आप द्वारा अधोहस्ताक्षरकर्ता
के साथ कार्य समापन हेतु कृत अनुबन्ध की अनुबन्ध
संख्या.....के रूप में पंजीकृत कर लिया है। कार्य आरम्भ
करने की तिथितथा कार्य समापन करने
की तिथि.....है। कृपया कार्य अनुबन्ध के शर्तों
के अनुसार निम्नांकित अवर अभियन्ता की देख रेख में सम्पादित
करायें।

अनुबन्ध की प्रति पृष्ठ संख्या-1 से तक आपके
रिकार्ड हेतु संलग्न है।

संलग्नक:- उपरोक्तानुसार।,

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु
अनुबन्ध की प्रति के साथ प्रेषित है :-

- 1- सहायक अभियन्ता.....नलकूप निर्माण उपखण्ड,
मुरादाबाद/बिजनौर।
- 2- श्री.....अवर अभियन्ता,
नलकूप निर्माण उपखण्ड, मुरादाबाद/बिजनौर। कृपया कार्य
अनुबन्ध की शर्तों के अनुरूप ही कराया जाना सुनिश्चित करें।

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

Drawing/X-section

2.0 एम०एम० से 3.5 एम०एम० माप की बजरी की कोई ड्राइंग नहीं होती।

INDEX

TENDER NOTICE No. 01/EE/2008-09, DATE:16.06.08 Due DATE-25.07.08

लॉट-4

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IRRIGATION DEPARTMENT Uttar Pradesh

Division _____

Sub-Division _____

ITEM OF PERCENTAGE RATE

TENDER OF CONTRACTORS

Name of work

लाट-4

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE CONTRACTORS

All work purposed for execution by contract will be notified in form of invitation to tender pasted on a board hung up in the office of, and signed of the Executive Engineer.

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

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

3- Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4- Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenders 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 accompanied by the deposit of earnest money notified, will be liable to rejection Tenders shall have the name of the work to which they refer written outside the envelope.

CONTRATOR

ENGINEER

5-(i) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of the specification and her documents mentioned in rule 1, in the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) when tender are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders. The earnest money in currency notes shall be credited in the cash-book and paid into the treasury, a receipt in account form o. 3 being given to the party tendering if earnest money is preferred in any of the securities specified in rule 9, it shall be entered in the register of securities accounts forms 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tenders are rejected the usual stamp receipt being taken.

6- The accepting authority shall have the right of rejecting all or any of the tenders,
7- The receipt of accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Executive Engineer .

8- The memorandum of work tendered for shall be filled in and completed in the office of Executive Engineer before the tender form is issued.

9- The amount of the earnest money should ordinarily be.

- | | | |
|-----|---|---------------|
| (a) | When the amount of the tender dose 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 a further sum of | Rs. 5000-100 |

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

NOTE:- The officer calling for tender may, in special cases where it would be in convenient for tenderes to deposit money into Government treasury, relax the rule and permit contractors to desposit earnest money with him in cash 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.

CONTRATOR

ENGINEER

TENDER FOR WORKS.

"I" or "We" Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the under written memorandum with in the time specified in each memorandum at the rate specified therein and in accordance in all respects with the specification, designs drawing and instructions, in writing reffeted to in rule. I hereof and in clause 2 of the condition of contract and with such materials as are provided for by and in all other respect in accordance with such conditions so for as applicable.

MEMORANDUM

- (a) If Several Sub-work are included they should be detailed in a separate list. (a)General I description **Supply of Pea gravel 2.0 mm to 3.5 mm. size**
 (b) Estimated Cost
 (b) Vide rule 9 on page 9. (c) Earnest Money Rs 3000.00.
 (d) Time allowed for the work from date Rs. 3 Month
 of written order to commence

(c) Strike out the alternative and att-item attached signature to No it	Item of work	Approximate Number of Quantity	Unit	Per	Rate (e) TENDERED (e) SANCTIONED		
					(i) in figure		(f) in Words
					Rs.	P.	
N.B.-(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the columns should be filled by the Sub-Divisional Officer/Executive Engineer. (2) in the case of work when contractors are required to quota their own rates for the different items of works the coloum (f) should be left blank for the tenders to fill in.	2.0 एम०एम० से 3.5 एम०एम० माप की लाल कुआं बजरी (पी०ग्रेविल) की आपूर्ति लोडिंग, अनलोडिंग तथा चट्टा लगाने सहित (सड़क मार्ग द्वारा) केन्द्रीय भण्डार नलकूप खण्ड रामपुर के परिसर पर लाट-4	100	घन मी०				

CONTRATOR

ENGINEER

_____Tender at _____present above/below the rates entered I' or 'We'
above.

Or

_____Tender at the above rates,

Should this tender be accepted _____hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed to the approved set to contract documents or in default there of to fore feitend pay to governor of Uttar Pradesh or his successorsion office the sum of money 'mentioned in the said conditions.

The Sum of Rs._____ is herewith forwarded in currency notes as earnest money the full value of which shall be retained by government on account of the security -deposit specified in clause 1 of the said conditions of contract.

Strike out the alternative and attach Signature to it

Give Particulars and number

Signature of witness to contractor's Signature

Dated the day of20

Witness

Address

Occupation

Signature of before submission of tender

Date Sub-Divisional Officer Sub-Division.....

Here enter Recommended or not Recommended

Date.....Executive Engineer.....Division

Signature

Date Superintending EngineerCircle

Signature

Irrigation Work

Signature and official Designation of the accepting authority.

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

Dated the Day of20

CONTRATOR

ENGINEER

AGREEMENT (F-2)

Tender invited by :

Tender for :

Tender Notice No. and date :

Name of tenderer :

In CONSIDERATION of the Governor of Uttar Pradesh having treated to be an eligible person whose tender may be considered, the tenderer here by agree to the conditions that the proposal in response to the above invitation shall not be within three months from the date of opening of the tender also to the conditions to the conditions that it there after the tender does withdraw his proposal within the said period the earnest money deposited by him may be forfeited to the Government at Uttar Pradesh in desecration of the letter.

And the tenderer hereby also agrees that if sub sequent to the submission of this tender the tenderer amends, alters or modified the contents of this tender which are not acceptable to the department, than the tenderer shall for the purposes of the aforesaid conditions be deemed to have withdrawn hi proposal.

Signed thisday of200.....

Signed by

Signed by
(Tenderer)

Witness: -

1-

2-

CONTRATOR

ENGINEER

CONDITIONS OF CONTRACT

Clause-1: The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government or Uttar Pradesh (hereinafter called the Government) either in cash or in the securities as provided in paragraphs 614 and 615 of the financial hand book, volume VI such sum as will with the earnest money deposited with the tender amount to Rupees. And where any security so deposited is not payable to bearer the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without consent or assistance of the contractor.

Clause- 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 on account of Security Deposit until such deductions, along with the sums already deposited as earnest money to be adjusted in the last deductions, will amount:-

- (i) in the case of works estimated to cost upto Rs 1,00,000/- to 10% of the estimated cost.
- (ii) in the case of works estimated to cost more than Rs 1,00,000/- and upto Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance and
- (iii) in the case of works estimated to cost more than Rs 2,00,000/- to 10% on the first Rs 1,00,000/- and 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 in individual cases or has/have deposited the amount of the security at the rates mentioned above in case or in the form Government security or fixed Deposits receipts or Guarantee Bonds of any Scheduled Bank of India .

If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension, if any and failure on his part to do so shall be construed as breach of this contract, and without prejudice to any other remedy/provided in these conditions the Engineer in-charge shall have the right to withhold payment and deduct the entire security amount and any money's becoming payable to the contractor.

The amount of security money shall, if not withheld on account of breach of contract be refunded after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the condition that in case of building works 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 final bill which ever is later.

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

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 Government or on any account whatsoever and in the event of his deposit being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in case of 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 deposit or any part thereof.

CONTRACTOR

ENGINEER

EXPLANATION: For the purpose of this clause if the work under this contract includes construction, reconstructions or repair of any structure having foot over it, whole work will be classed a building work.

Compensatin
for delay

Clause-2: (A) Time is essence of the contract. The contractor shall commence an shall complete the work covered by the tender on the date fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those dates keep the work unto the schedule of quantities and dated shown in the Progress Statement to be signed by the contractor and attached to the tender. If the work fails 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 for 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

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

Compensatin
for delay

Clause-2 (C) Time is the essence of the contract. The contractor shall commence and shall complete the work within the period specified in the tender such period shall be reckoned from the date on which the order for commence work is given, to the contractor. The contractor shall at all times during such period proceed with the work due diligence and he shall 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 decided on the amount of the estimated cost of whole work as shown by tender for everyday that work remains uncommented or unfinished after the proper dates. And further in order of ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the value or quantity (as the Executive Engineer may determine) of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one - half of the value or quantity (as the Executive Engineer may determine) of this work before three-fourth of such time has elapsed, If the contractor fails to comply with this condition he shall be liable to pay aas 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 said estimated cost of the whole work for every day that the quantity or work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% percent of the estimated cost of the work as shown in the tender.

Action by
which whole
security
deposit is for
failed

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

(a) He may rescind the contract by giving the contractor _____Days notice of rescission signed by the Executive Engineer and may then take the whole of the contractor's default.

(b) He may after giving the contractor _____days notice in writing of his intention to do so measure up the work done by the contractor and then employ a d pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of the Government, debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Executive 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.

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

Clause-3 (ii) If the Executive Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased/ procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract an shall not be entitled to recover or be paid or be given credit of any sum for any work thereof actually performed by him under this contract unless and until, the Executive Engineer or the sub divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.

Clause-3 (iii) If upon any occasion the.....Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such powers upon subsequent occasion if the contractor again makes default shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.

Clause-4: If the.....Engineer exercises any of the power given to him by clause 3 he may, if he so desired take possession of all or any tools, plans, materials and stores in or at the work or the site thereof and belonging to the contractor or procure by him and intended to be used for the execution of the work or any part thereof and pay or allow the contractor for the same at the contract rates or in the case of these not being applicable, at current market rates to be certified by the.....Engineer whose certificate thereof shall be final and if the.....Engineer does not desire to do so the.....Engineer may by notice in writing to the contractor or his clerk of the work or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and if the contractor fails to comply with any such requisition theEngineer 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.....Engineer as to expenses of any such removal is conclusive against the contractor.

Clause-5: If the contractor desires an extension of the time of completion of the work on the grounds of any unavoidable hindrance to its execution having arisen, he shall apply in writing to the.....Engineer within 30 days of existence of such hindrance become first known to him who, if in his opinion reasonable grounds are the shown thereof, shall extend this time limit unto a period of six months or 50% of the time limit provided as time of completion whichever is less and thereafter.....Engineer shall, if in his opinion (which shall be final) reasonable ground are shown thereof, authorize extension as may in his opinion be necessary or proper.

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

Powers to take possession of or require removal of or sell contractor's plant

Extension of Time

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Final
certificates

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 of completion no such certificate will be given not shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish, and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which he may have and possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may do so and may sell such scaffoldings and materials as have not been removed by the contractor and the contractor shall forth with pay all expenses so incurred and shall have no claim in 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.

Payment on
intermediate
certificate to
be regarded
as advances.

Clause-7: In case of work estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate for approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall only be made as advances to be credited to the Government in the final 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 recreate 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 effect 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.

Inability to
complete
the work

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

Lums sum
in
estimates

Clause-9: When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled for payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for other such item or work, unless the 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 upon which payment is to be made in such cases and as the amount to be paid.

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Bills to be submitted monthly

Clause-10: Every month on or before a date to be fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the pervious month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor's bill and adjusting his claim as specifically as possible. If the contractor does not contractor Day's notice in writing measure or depute some one to measure such work in the presence of the contractor whose signature on the list of 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 him and if he attends but refuses to sign the list of measurement the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

Bill to be on Printed forms

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

Clause-12: If the specification or estimate or 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 there for as herein-after mentioned being so far as practicable and for the convenience of the contractor specified in 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 purposes of the contract and he shall pay for the same as the rates specified in the said schedule or if no rates is to specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become by property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer and shall at all 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 loss.

Clause-12: (A) In case where the contractor is himself to supply the materials he must obtain the articles required for the construction of the work from the firms with which the Director of Industries made arrangements while in the case of materials for supply for which the Director of Industries made arrangements while in the case of materials for supply for which no such arrangement has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification the materials supplied by the contractor must conform to such specification and or test.

Clause-12: (B) provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.

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

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Stores imported from Europe to be obtained from Government

Clause- 14: The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connections therewith 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 contract and if they are not entered in the schedule they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses what so ever 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 in the Schedule of consumption in such cases the price charged will be stock issue rate or market rate whichever is greater.

Work to be Extented in accordance with specification drawing orders etc.

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

Allteration in specification and designs

Do not invalidate contract

Extension of time in consequence of alteration

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

Clause-16: The Engineer-in-charge shall have power to make such alteration in or additions to the original, specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-incharge 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 contractor on the same conditions in all respect on which the agreed to do 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 and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract and if they are unable to agree upon a date within two weeks from the date when the contractor received the order. The Engineer-in-charge may by notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of disputes the decision of the Superintending Engineer shall be final and binding on the contractor.

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No compensation or alteration in or restriction of work be carried

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 reduced or cut 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 or preparation for the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation 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.

Action and compensation payable in case of bad work

Clause-18: If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that material used in the same are inferior to those for which the specification provides or they any materials or articles may have been passes, certified or paid for serve the contractor with notice in writing specifying the work materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within a specified period of time.

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

Clause-18: (A) Government shall have the right to accept at reduced rates 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 under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in clause 1 above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the Government to the contract.

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

Work to open to inspection

Clause-19: All works under or in the course of extension or executed in pursuance of the contract shall at all time be open for inspection and supervision by Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours and on any other occasion of which he shall have had reasonable notice, either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose order

Contractor or responsible agent to be present

given to any such agent have the same effect as given to the contractor himself.

Clause-19: (A) No labour below the age of 14 years shall be employed on the work.

Clause-19: (B) The contractor shall pay to his laborers as fair wage.

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

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Clause-19: (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the State of Uttar Pradesh including the Minimum wages. Act or any enactment in supervision, extension or modification thereof which may be passed at any time or from time to time by a competent legislative body and may have affection in State of Uttar Pradesh and the Rules and Regulations made there under or any amendments or modification thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into accounts any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses his tender.

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

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

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

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

Clause-20: In order that the work may be measured and the correct dimensions thereof taken, the contractor shall not cover up any of the same or otherwise place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge of his subordinate in-Charge of the work or until he has given to the Engineer-in-charge or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or place it beyond of the measurement without such consent and before the

expiration of the period of such notice, the contractor shall either as he may elect strip such work at his own expenses is order that it may be measured or shall forfeit the price of such work and of the materials used in its constructions.

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer –in-charge for the time being who; shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on .

Notice to be given before work is covered up

Direction of work

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Decision of Engineer to be final

Clause-22: Except where otherwise specified in the contract the decision of theEngineer for the time being shall be final, conclusive and binding on all parties to the contract up on 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 used on the work or as to any other question claim right matter or thing whatsoever in anyway arising out of or relating to the contract designs or drawings, specifications, estimates, instructions, order, or these conditions or otherwise concerning the work or after the completion or abandonment of the contract by the contractor, shall also be final conclusive and binding on the contract.

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

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

Contractor to supply plant ladders scaffolding etc

Clause-24: The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plant, tools, appliances, implements, ladders, cordace, tackle scaffolding and temporary works requisite for the proper execution of the work, whether original altered or substituted and whether

included in the specifications or other documents forming part of the contractor 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 shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge workman with the

And liable for demaages arising from non-provision of light fencing etc

means and materials necessary for the purpose of setting out work, and for counting weighing and assisting in the measurement or examination of the work.or material at any time. If the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge, whose certificate shall be final. The contractor shall also provide all necessary fencing and lights

Female labour not to be employed

required to protectthe public from accident and shall bear the expenses of defense of every suit, action or other proceeding of law that may be brought up by any person for injury sustained owing to the neglect to the above precautions and shall also pay any damages and costs which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause-26: The contractor shall not assign or sublet the contract without the written permission of the.....Engineer and if the contractor does or attempts so to do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with his creditors or if he or any of his servants or agents either directly or indirectly, gives, offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Government the.....Engineer thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

Clause-27: Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the Act or default in respect of which the same becomes payable without proof of the actual amount of damages or loss sustained.

Clause-28: In the case of a tender by partners, contractor shall State the name of the member of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon as such change occurs.

Clause-29: In the case of any work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with distinct specification and if there is no distinct specification, the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer-incharge.

Clause-30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, the expression works '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 referred to at page 3 of the accepted tender, will be calculated on the gross and not on the net amount of the bills for the work done.

Work not to be sub-let

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

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

changes in constitution of Firm

Action where no specification is given

Definition of work

contractor's percentage whether applied to net or gross amount of bills. (Strike out this clause in the case of an item rate contract.)

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Compensation to workmen

Clause-32: (1) In every case in which by virtue of the provisions of 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 from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12 Sub-section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security amount deposited by the contractor or his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contractor or otherwise.

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

Clause-33: Not with standing any thing still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor (s) and set off all claims against him (them) whether arising out of the particulars contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

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

Clause-35: Quantities are liable for variations on either side without entitling the contractor to compensation on this account.

Clause-36: Contractor shall himself make proper living accommodation, water and sanitary arrangement etc. for labours which ordinarily should be arranged through Employment Exchange, will give preference to Ex-serviceman. He will have to remove and undesirable labour if ordered by the department.

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

Clause-38: No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of the work (as per G.O. no. 355/13b/66/XXIII-IB IT dated 22.6.1966).

Clause-39: During the course of construction if any emergency is caused due to any clause of 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 completion of the work he will be entitled to no compensation.

Clause-40: The contractor shall not influence or direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if he 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 damages shall be final and binding on both the parties.

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

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

Clause-43: 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 tube Tony on Lines with policies and programme announced by the State Government from time to time in relation to the State Government in so far as may be applicable and to furnish to Engineer-in-charge monthly report in this behalf. as per **G. O. No. 5032/76-23/C-3/1975-76 dated 8 Sept. 1976**

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

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Schedule showing (approximate) material to be supplied from the public works stores for works contracted to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sig. of Contractor

Sig. of Sub-Divisional-Officer

Executive Engineer

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AGREEMENT (F-1)

THIS AGREEMENT made theday of200... between..... (herein after called the Employer) of the one part and(herein after called the Contractor of the other part).

The Employer has accepted a tender by the Contractor for completion of such works related to tender notice No..... NOW THIS AGREEMENT WITNESSES as follows:

- 16. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
- 17. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The said Tender Notice,
 - (b) Technical Specifications,
 - (c) General Conditions of Contract (Local Competitive Bidding),
 - (d) I.D. Form No. 111,
 - (e) I.D. Form NO. 112 with bill of quantity & F-2,
 - (f) The schedules; Specification Drawing or Special conditions of contract (if any),
 - (g) The letters exchanged between the Employer and the Contractor after receipt of the tender but before award of the Contract,
 - (h) Any and all addends or modifications to be above, and
 - (i) Letter of Acceptance of Tender.
- 18. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned the Contractor here by convenients with the Employer to complete work in conformity in all respects with the provisions of the Contract.
- 19. 10 percent security shall be released after 100 hours satisfactory running of the machine/working of the component or part repaired or elapse of 3 months which is earlier.
- 20. If the contractor fails to complete as aforesaid the said works by the time fixed in this Agreement for completion, the Governor may deduct from the sum found to be payable under this Agreement or the balance of the sum then unpaid the sum of @ 0.25% for every day or a maximum of 10% of the value of Agreement. That shall elapse between the day fixed for completion.

IN WITNESS where of the parties have herein to set their respective bends and seals the day and year above written.

Signed and Sealed & Delivered by:
.....(for Contractor)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

Signed and Sealed & Delivered by:
.....(for Employer)
In the capacity of..... on
behalf of In the
presence of:
.....
.....

CONTRATOR

ENGINEER

GENERAL CONDITION:

- 43) The following conditions are in addition to those provide in I.D. Form No. 111 and No. 112. If any contradiction of these conditions with those existing in I.D. Form 111 and Form 112 comes to notice, the condition given in I.D. Form 111 and Form 112 will prevail.
- 44) The tenders should remain valid for consideration for three months from the date of opening the tender.
- 45) The Executive Engineer or other accepting authority reserves the right to accept or reject any or all the tenders without assigning any reason or to distribute the work among the two or more than two tenderers.
- 46) The tenderer shall have to mention clearly in the given Performa the details of his relatives employed in the irrigation department. In the absence of information tender are liable to be rejected and if the information submitted detected to be wrong at any stage after the agreement is executed the agreement will become liable to terminate and security liable to forfeited to government.
- 47) The successful tenderer shall have to deposit security @ 10% of the estimate cost of work (Including earnest money) within one week of the receipt of the acceptance letter failing which the earnest money may be forfeited to government and acceptance withdrawn. Pea gravel not confirming to the given specification will be rejected and will have to be remove from the site of the stores by the contractor at his own cost failing which it will be disposed off the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of land as certified by the Engineer in charge shall be final and binding on the contractor and will be recovered from him.
- 48) The contractor must write his complete address in his tender. All communication sent by registered post or sent through the departmental staff at the given address will be deemed to have been served on him even if the same is received back undelivered. The contractor must make his own arrangement properly to receive all communication at his end.
- 49) The rate quoted by the contractor shall be the rate for finished item of work and for proper completion of each item of work given in this tender in accordance with all the detailed conditions specification, condition given in I.D. Form 111 and 112 and tender notice etc. which must be seen in the office by the contractor before submitting his tender, as all these will part of contract.
- 50) The successful contractor will have to pay stamp duty for execution of agreement (contract bond) and therefore he will furnish necessary stamps for this purpose. The value of stamps shall be calculated on the amount of his "Security" deposit.
- 51) No claim shall be admissible due to fluctuation in market rate of labour and material.
 - (a) The amount of security deposit has been specified under clause 1 of I.D. Form 111, stamp Duty @ 7/- (Seven) or Rs. 70/- per thousand or security deposit in Form of F.D.R. any Nationalized bank or the saving bank pass book or national Saving Certificated duly pledged to the Executive Engineer. Tube well Construction Division.
- 52) **COMMENCEMENT OF WORK:** The order to commence with the work should be obtained in writing from the accepting authority by the contractor without the written order the contractor shall not enter upon or commence any portion of work.

CONTRATOR

ENGINEER

- 53) **QUANTITIES LIABLE TO VARIATION:** The quantities shown in the tender are liable to variation on either side without entitling the contractor to any compensation on this account. No. claim shall be made by the contract against the Government for any variation therein. The variation upto 20% against the individual item or sub item of contract may be sanctioned by the authority accepting the agreement, variation acceding 20% shall be submitted to next higher authority for sanction giving full justification.
- 54) Deduction of 20% Income Tax at source shall be made from all payment made to the contractor in accordance with the rules and order in force. This deduction shall be made on gross amount of payment and not net payment to the contractor.
- 55) **ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK:** Government shall have the right to accept at reduced rate sub-standard or defective work and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if a result of such acceptance of such substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for government to recover the same from him in the manner prescribed in clause I above (I.D. Form NO. 111) or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such payment may be dully paid by government to the contractor. Provided that the substandard of defective work accepted is not considered to the seriously defective by the Engineer in charge and the rate of the work to accepted is suitably reduced by him to compensate the government and such reduction is binding on the contractor.
- 56) In the event of a tender being rejected, the earnest money shall be returned to tenderer on receipt of this application after observing due formalities.

Signature of contractor.....
Name of contractor
Father's Name
Complete address of contractor
.....
.....
.....

CONTRATOR

ENGINEER

SPECIAL CONDITIONS FOR SUPPLY OF PEA-GRAVEL:

- 22) The pea gravel should be free from dust and other organic compounds and should be as per irrigation Department's specifications. The submission of a tender by a tenderer implies that he has acquainted himself with U.P.I.D. standard specification.
- 23) The rate should be offered including royalties, octroi, income tax duties carriage, handling, loading, unloading and stacking at store site. Rates offered should be considering all the above aspects complete for supply at the site of stores which may be inspected by the tenderers before offering their rates. The trade tax should be quoted separately as admissible against form 3-D and tenderers must be registered with Trade Deptt. Form 3-D shall be issued by the Deptt. Registration number of sales Tax must be quoted in tender.
- 24) The rates should be given in figures as well as in words and in the event of difference between the two rates, lower rate will be considered as tendered rate. Rates are to be quoted for per cubic meter" of pea gravel. Any change in this unit will not be accepted.
- 25) The pea-gravel will be measured when it is of proper specification free of dust and other organic compound and also properly stacked at the site of the store.
- 26) Pea gravel of Lal Kuwan origin and that too carried by trucks will be accepted.
- 27) Tolerance in size of pea gravel will be allowed as under:- Over size of pea gravel to the extent of 5% of the agreed quantity and under size pea gravel to the extent of 5% of the agreed quantity without any reduction in the agreed rates. The tolerance will be ascertained by sample checking by the Executive Engineer or Engineer in charge by employing standard method.
- 28) Pea gravel not confirming to the given specification will be rejected and will have to be removed from the site of the stores by the contractor at his own cost failing it will be disposed off by the Engineer-In-Charge at the cost and account of the contractor. Expenses on this account including the rent of lands as certified by the engineer-in-charge shall be final and binding on the contractor and will be recovered from him.

Signature of contractor.....

Name of contractor

Father's Name

Complete address of contractor

.....
.....
.....

CONTRATOR

ENGINEER

TECHNICAL SPECIFICATION OF CONTRACT

GENERAL:

28. All works shall be carried out in accordance with U.P. Irrigation Department. Detailed specification published under the orders of Chief Engineer, Irrigation Department, U.P., Except in so far as they may be mortified or supplemented by the specification mentioned herein. In case there is any inconsistency between the two, the specifications mentioned herein shall prevail. Specification number quoted herein refer to those given in the above mentioned book. In case the specifications of any is not given either in U.P.I.D. Detailed Specification of the specifications mentioned herein, the work shall be carried out in all respects in accordance with the instructions of the Engineer-In-Charge given from time to time.
29. The contractor shall not do any work other than that mentioned in the agreement without the written orders of the Engineer-In-Charge no claim, whatsoever, shall be entertained for any unauthorized work.
30. No claim shall be entertained by the Government in respect of any theft loss or damage due to accident occurring for any reason whatsoever. The contractor shall be responsible for the safety of the materials issued to him for the work.
31. No claim shall be entertained for the idle labour for any reason whatsoever.
32. Claims for ant causes whatsoever shall be preferred in writing by the contract to the Engineer-In-Charge within seven days of occurrence of the event due to which the claim is preferred. In case of prolonged cause of such claim, the contractor shall submit daily report with full particulars to the Engineer-In-Charge. Claims received late shall be liable to be rejected.
33. If subsequent to the submission of his tender the tenderer amounts, after or modified the contents of his tender, which are not acceptable to the Govt. tenderer shall for the purpose of the aforesaid condition, be deemed to have with drawn his proposal and the earnest money deposited by him may be forfeited.
34. The Engineer-In-Charge shall have the right to take possession of or use any completed part of work. Such possession of use shall not be deemed as taking over any work not completed in accordance with the contract.
35. All the work during the progress and after the completion may be subject to technical audit. Any defects of materials or workmanship discovered during such audit and established as such shall be rectified by the contractor at his won cost, any recoveries or reduction in rates, considered necessary shall be made from the contractor even if the work has been accepted by the Engineer-In-Charge from the subsequent bills or securities of the contractor.
36. No claim for interest or damages will be entertained by the Government with respect to any money or balance which may be lying with the Government or may become due owing to any dispute, difference or misunderstanding between the Engineer-In-Charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-In-Charge making periodical or final payment or in any other respect whatsoever.

CONTRATOR

ENGINEER

संबंधियों के संबंध में घोषणा-पत्र

श्री/मैसर्स.....

.....प्रमाणित

करता हूँ कि मेरा कोई निकट संबंधी.....

सिंचाई विभाग में अथवा इस खण्ड में कार्यरत नहीं हैं।

फर्म के अधिकृत/प्रतिनिधि/

ठेकेदार के हस्ताक्षर

नाम-.....

पूरा पता-.....

.....

UNDERTAKING FORM

(on Rs. 100.00 stamp paper only)

Tender invited by: Executive Engineer
Tube well Construction Division
Moradabad

Tender for:

Tender notice No. & Date:

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 the tender. Also to the condition that if there after the tenderer does withdraw his proposal within said period, the earnest money deposited by him may be forfeited to the Governor of Uttar Pradesh at the consideration of later.

Dated

Signature of Contractor
Revenue Stamp

Witness

1-

2-

प्रेषक,

अधिकासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद।

प्रेषित,

मैसर्स.....
.....

पत्रांक:- /ननिखमु/टेन्डर, दिनांक: मुरादाबाद: ,2008

विषय:-
महोदय,

आपको सूचित किया जाता है कि उपरोक्त कार्य हेतु आप द्वारा दी गयी निविदा दिनांक..... निम्न हस्ताक्षरकर्ता द्वारा राज्यपाल उत्तर प्रदेश की ओर से स्वीकृत कर ली गयी है। आपसे अनुरोध है कि अनुबन्ध की शर्तों के अनुसार अनुबन्ध पर हस्ताक्षर करने के लिये दिनांक..... तक किसी भी कार्य दिवस में कार्यालय समय में उपस्थित होने का कष्ट करें।

निर्धारित तिथि तक अनुबन्ध पर हस्ताक्षर न करने की दशा में यह समझा जायेगा की आप उक्त कार्य करने के इच्छुक नहीं है और ऐसी दशा में आपके द्वारा प्रेषित अग्रिम धनराशि अथवा अन्य देय धनराशि में से जो भी विभाग के पास होगी जब्त कर ली जायेगी, तथा उक्त निविदा की स्वीकृति वापस ले ली जायेगी।

अनुबन्ध पर हस्ताक्षर करते समय रु0..... की जनरल स्टाम्प, स्टाम्प शुल्क तथा रु0..... की जमानत धनराशि जो कि अधिकासी अभियन्ता, नलकूप निर्माण खण्ड, मुरादाबाद के नाम बन्धक हो को अनुबन्ध के समय प्रस्तुत करें।

भवदीय

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1- अधीक्षण अभियन्ता, नलकूप मण्डल, मुरादाबाद।
- 2- सहायक अभियन्ता..... नलकूप निर्माण उपखण्ड, प्रथम/द्वितीय/तृतीय, मुरादाबाद/बिजनौर।
- 3- अतिरिक्त प्रतिलिपि मूल अनुबन्ध हेतु।

(अधिकासी अभियन्ता)
नलकूप निर्माण खण्ड, मुरादाबाद

कार्यालय अधिशासी अभियन्ता
नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /न0नि0ख0मु0/अनुबन्ध,दिनांक:मुरादाबाद: ,2008

विषय:- अनुबन्ध का पंजीकरण।

मैसर्स.....
.....

इस कार्यालय की निविदा सूचना संख्या
के क्रम में दिनांक.....को आप द्वारा अधोहस्ताक्षरकर्ता
के साथ कार्य समापन हेतु कृत अनुबन्ध की अनुबन्ध
संख्या.....के रूप में पंजीकृत कर लिया है। कार्य आरम्भ
करने की तिथितथा कार्य समापन करने
की तिथि.....है। कृपया कार्य अनुबन्ध के शर्तों
के अनुसार निम्नांकित अवर अभियन्ता की देख रेख में सम्पादित
करायें।

अनुबन्ध की प्रति पृष्ठ संख्या-1 से तक आपके
रिकार्ड हेतु संलग्न है।

संलग्नक:- उपरोक्तानुसार।,

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

पत्रांक:- /ननिखमु/तदिनांक:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु
अनुबन्ध की प्रति के साथ प्रेषित है :-

- 1- सहायक अभियन्ता.....नलकूप निर्माण उपखण्ड,
मुरादाबाद/बिजनौर।
- 2- श्री.....अवर
अभियन्ता, नलकूप निर्माण उपखण्ड, मुरादाबाद/बिजनौर। कृपया कार्य
अनुबन्ध की शर्तों के अनुरूप ही कराया जाना सुनिश्चित करें।

(अधिशासी अभियन्ता)

नलकूप निर्माण खण्ड, मुरादाबाद

Drawing/X-section

2.0 एम०एम० से 3.5 एम०एम० माप की बजरी की कोई ड्राइंग नहीं होती।