BILL OF QUANTITY


2. Reach : Between 65.0m to 110.0m from Agra Canal end towards U/S of Okhla Barrage.


4. Date of Opening of Tender : 08/10/2013

5. Earnest Money : Rs. 80,000/-

6. Time of Completion : 1 month

7. Cost of Tender Form : Rs. 340/-

8. Lot No : 01

SCHEDULE-A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of launching Apron at barrage i/c cost of all labour, material and T&amp;P etc.</td>
<td>1680.00 Cum</td>
<td></td>
<td></td>
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</tbody>
</table>

CONTRACTOR

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
# BILL OF QUANTITY

1. **Name of Work**: Estimate for Restoration of Damaged Launching Apron of U/S guide Bundh on Right bank of Okhla Barrage & Other Closure works of Agra Canal.

2. **Reach**: Between 110.0m to 150.0m from Agra Canal end towards U/S of Okhla Barrage.

3. **Tender Notice No.**: 19/E.E./2013-2014

4. **Date of Opening of Tender**: 08/10/2013

5. **Earnest Money**: Rs. 80,000/-

6. **Time of Completion**: 1 month

7. **Cost of Tender Form**: Rs. 340/-

8. **Lot No**: 02

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of launching Apron at barrage i/c cost of all labour, material and T&amp;P etc.</td>
<td>1720.00</td>
<td>Cum</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR**

Executive Engineer  
H. W. D. A. C.Okhla,  
New Delhi-25
BILoF QUANTITY


2. Reach : Between 150.0m to 185.0m from Agra Canal end towards U/S of Okhla Barrage.

4. Date of Opening of Tender : 08/10/2013
5. Earnest Money : Rs. 80,000/-
6. Time of Completion : 1 month
7. Cost of Tender Form : Rs. 340/-
8. Lot No : 03

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of launching Apron at barrage i/c cost of all labour, material and T&amp;P etc.</td>
<td>1675.00</td>
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</tbody>
</table>

CONTRACTOR

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
BILL OF QUANTITY


2. Reach: Between 185.0m to 210.0m from Agra Canal end towards U/S of Okhla Barrage.

3. Tender Notice No.: 19/E.E./2013-2014

4. Date of Opening of Tender: 08/10/2013

5. Earnest Money: Rs. 80,000/-

6. Time of Completion: 1 month

7. Cost of Tender Form: Rs. 340/-

8. Lot No: 04

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td>In Fig.</td>
</tr>
<tr>
<td>1.</td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of launching Apron at barrage i/c cost of all labour, material and T&amp;P etc.</td>
<td>1350.00</td>
<td>Cum</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR

EXECUTIVE ENGINEER
H. W. D. A. C. Okhla,
New Delhi-25
BILL OF QUANTITY


2. Reach: Between 210.0m to 240.0m from Agra Canal end towards U/S of Okhla Barrage.

3. Tender Notice No.: 19/E.E./2013-2014

4. Date of Opening of Tender: 08/10/2013

5. Earnest Money: Rs. 80,000/-

6. Time of Completion: 1 month

7. Cost of Tender Form: Rs. 340/-

8. Lot No: 05

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of launching Apron at barrage i/c cost of all labour, material and T&amp;P etc.</td>
<td>1680.00</td>
<td>Cum</td>
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CONTRACTOR

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
**BILL OF QUANTITY**

1. **Name of Work**: Estimate for Restoration of Damaged Launching Apron of U/S guide Bundh on Right bank of Okhla Barrage & Other Closure works of Agra Canal.

2. **Reach**: At Silt Ejector on Link Channel.

3. **Tender Notice No.**: 19/E.E./2013-2014

4. **Date of Opening of Tender**: 08/10/2013

5. **Earnest Money**: Rs. 50,000/-

6. **Time of Completion**: 1 month

7. **Cost of Tender Form**: Rs. 340/-

8. **Lot No**: 01

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Uprooting jhund with proper disposal of bed, side slopes and both banks of Silt Ejector.</td>
<td>22500.00</td>
<td>Sqm</td>
<td></td>
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<tr>
<td></td>
<td>Earthwork in digging mixed with malwa i/c disposal upto 3.0 Km and dressing.</td>
<td>3250.00</td>
<td>Cum</td>
<td></td>
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</tbody>
</table>

**CONTRACTOR**

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
**BILL OF QUANTITY**

1. **Name of Work**: Estimate for Restoration of Damaged Launching Apron of U/S guide Bundh on Right bank of Okhla Barrage & Other Closure works of Agra Canal.

2. **Reach**: At U/S of Bridge at Madanpur Khadar.

3. **Tender Notice No.**: 19/E.E./2013-2014

4. **Date of Opening of Tender**: 08/10/2013

5. **Earnest Money**: Rs. 75,000/-

6. **Time of Completion**: 1 month

7. **Cost of Tender Form**: Rs. 340/-

8. **Lot No**: 01

<table>
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<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In Fig.</td>
</tr>
<tr>
<td>1.</td>
<td>Earthwork in Filling for Strengthening of L/Bank of Agra canal i/c ramming and dressing.</td>
<td>4650.00</td>
<td>Cum</td>
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<tr>
<td>2.</td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of canal i/c cost of all labour, material and T&amp;P etc.</td>
<td>800.00</td>
<td>Cum</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR**

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
BILL OF QUANTITY

2. Reach : Hindon Cut Canal from Km 0.00 to Km 13.200
4. Date of Opening of Tender : 08/10/2013
5. Earnest Money : Rs. 60,000/-
6. Time of Completion : 1 month
7. Cost of Tender Form : Rs. 340/-
8. Lot No : 01

SCHEDULE-A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earth work in Thek clearance from internal section of canal i/c proper disposal.</td>
<td>31000.00</td>
<td>Cum</td>
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</tbody>
</table>

CONTRACTOR

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
**BILL OF QUANTITY**

1. **Name of Work**: Estimate for Removal of thek, Restoration of Scoured Bed & Stone Pitching of Hindon Cut Canal During Closure 2013
2. **Reach**: Restoration Works in D/S of Bridge Km 0.085 & Km 0.390 of Hindon Cut Canal
3. **Tender Notice No.**: 19/E.E./2013-2014
4. **Date of Opening of Tender**: 08/10/2013
5. **Earnest Money**: Rs. 80,000/-
6. **Time of Completion**: 1 month
7. **Cost of Tender Form**: Rs. 340/-
8. **Lot No**: 01

**SCHEDULE-A**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dismantling &amp; Relaying of Damaged Split Stone Pitching with 20 to 40 Kg i/c all cost of material, labour and T&amp;P etc.</td>
<td>450.00</td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of canal i/c cost of all labour, material and T&amp;P etc.</td>
<td>1450.00</td>
<td>Cum</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR**

Executive Engineer  
H. W. D. A. C.Okhla,  
New Delhi-25
BILL OF QUANTITY

2. Reach : Restoration Works in U/S & D/S of Bridge Km 2.500, Km 5.200& Km 6.100 of Hindon Cut Canal
4. Date of Opening of Tender : 08/10/2013
5. Earnest Money : Rs. 80,000/-
6. Time of Completion : 1 month
7. Cost of Tender Form : Rs. 340/-
8. Lot No : 01

SCHEDULE-A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
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<tbody>
<tr>
<td></td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of canal i/c</td>
<td>1500.00</td>
<td>Cum</td>
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</tr>
<tr>
<td></td>
<td>cost of all labour, material and T&amp;P etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR

Executive Engineer
H. W. D. A. C.Okhla,
New Delhi-25
# BILL OF QUANTITY

1. **Name of Work**: Estimate for Removal of thek, Restoration of Scoured Bed & Stone Pitching of Hindon Cut Canal During Closure 2013

2. **Reach**: Restoration Works in U/S & D/S of Bridge Km 13.200 & Chilla Regulator of Hindon Cut Canal

3. **Tender Notice No.**: 19/E.E./2013-2014

4. **Date of Opening of Tender**: 08/10/2013

5. **Earnest Money**: Rs. 80,000/-

6. **Time of Completion**: 1 month

7. **Cost of Tender Form**: Rs. 340/-

8. **Lot No**: 01

## SCHEDULE-A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Providing and Filling Split Stone Boulders in Scoured portion of canal i/c cost of all labour, material and T&amp;P etc.</td>
<td>1700.00</td>
<td>Cum</td>
<td></td>
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</tbody>
</table>

**CONTRACTOR**

Executive Engineer
H. W. D. A. C. Okhla,
New Delhi-25
# BILL OF QUANTITY

1. **Name of Work**: Estimate for removal of theck and restoration of scoured bed of agra canal
2. **Reach**: From k.m. 8.200 to k.m. 11.00 and k.m. 11.400 to k.m. 13.00
3. **Tender Notice No.**: 19/E.E. /2013-14
4. **Date of Opening of Tender**: 08-10-2013
5. **Earnest Money**: 80,000.00
6. **Time of Completion**: 15 days
7. **Cost of Tender Form**: 340.00
8. **Lot No.**: 1

<table>
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<tr>
<th>S. No.</th>
<th>Name of Item</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>E/w in theck clearance from internal section of canal with proper disposal including all cost of labour material and t&amp;p with all lead and lift.</td>
<td>24000.00</td>
<td>M³</td>
<td></td>
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**EXECUTIVE ENGINEER**
HEAD WORKS DIVISION AGRA CANAL
OKHLA, NEW DELHI -25
**BILL OF QUANTITY**

1. **Name of Work**: Estimate for removal of theck and restoration of scoured bed of agra canal

2. **Reach**: Restoration Works in D/S of Bridge at k.m.8.050, km.11.260 and k.m. 13.270

3. **Tender Notice No.**: 19/E.E./2013-14

4. **Date of Opening of Tender**: 08-10-2013

5. **Earnest Money**: 70,000.00

6. **Time of Completion**: 15 days

7. **Cost of Tender Form**: 340.00

8. **Lot No.**: 1

<table>
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<tr>
<th>S. No.</th>
<th>Name of Item</th>
<th>Qty.</th>
<th>Unit</th>
<th>Contractor’s Rate</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Providing and filling split stone boulders in scoured portion of agra canal i/c cost of all labour, material and t&amp;p.</td>
<td>1735.00</td>
<td>M³</td>
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</table>

**CONTRACTOR**

**EXECUTIVE ENGINEER**

HEAD WORKS DIVISION AGRA CANAL

OKHLA, NEW DELHI -25
BILL OF QUANTITY

1. Name of Work : Estimate for removal of theck and restoration of scoured bed of agra canal
2. Reach : Restoration Works in D/S of Bridge at k.m.16.970
3. Tender Notice No. : 19/E.E. /2013-14
4. Date of Opening of Tender : 08-10-2013
5. Earnest Money : 40,000.00
6. Time of Completion : 15 days
7. Cost of Tender Form : 340.00
8. Lot no.. : 2

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<th>Qty.</th>
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<td>1.</td>
<td>Providing and filling split stone boulders in scoured portion of agra canal i/c cost of all labour, material and t&amp;p.</td>
<td>940.00</td>
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CONTRACTOR

EXECUTIVE ENGINEER
HEAD WORKS DIVISION AGRA CANAL
OKHLA, NEW DELHI -25
**BILL OF QUANTITY**

1. **Name of Work**: Estimate for removal of theck and restoration of scoured bed of agra canal
2. **Reach**: Restoration Works in D/S of Bridge at k.m.22.760 and k.m. 25.018
3. **Tender Notice No.**: 19/E.E. /2013-14
4. **Date of Opening of Tender**: 08-10-2013
5. **Earnest Money**: 60,000.00
6. **Time of Completion**: 15 days
7. **Cost of Tender Form**: 340.00
8. **Lot No.**: 3

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<th>S. No.</th>
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<th>Unit</th>
<th>Contractor’s Rate</th>
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<tbody>
<tr>
<td>1.</td>
<td>Providing and filling split stone boulders in scoured portion of Agra canal i/c cost of all labour, material and t&amp;p.</td>
<td>1345.00</td>
<td>M³</td>
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</tr>
</tbody>
</table>

**CONTRACTOR**

**EXECUTIVE ENGINEER**

HEAD WORKS DIVISION AGRA CANAL
OKHLA, NEW DELHI -25
General Condition/Specification:-

1. Tenderer are advised to inspect this side of work and be fully acquainted with the position of the material/conditions of contract etc. before tendering ignorance to the site shall not be the basis of any claim letter on.

2. While tendering, the tenders are advised to take into account fluctuation in market rates. No claim will be entertained on this account during currency of contract, including extended period if any.

3. All entries to be made by the tenderer should be in one ink and in one hand writings. Erasing and overwriting are not desirable. However, all corrections and overwriting should be attested by the tenderers under their signatures.

4. Rates should be written in figures as well as words in the tender. In case of any variations between rates written in works and figures, lower of the two will be treated as valid rate.

5. Quantities of work are subject to wide variation without any notice to the contractor or in the event of variation in quantity of work, the contractor shall not be entitled for any compensation, and the accepted tendered rate shall be applicable for the varied quantity also. However, reasonable extension of time on this account may be considered if requested by the contractor.

6. Conditional, incomplete, unsigned or unwitnessed tenders are liable to be rejected.

7. In case of form, tender must be signed by the each partner/member or by the person holding the power of attorney on behalf of all other partner/members of the firm. In latter case, a copy of the power of attested by a Gazetted Officer must be furnished with the tender.

8. Tenders rates will remain valid for a period of 7 months from the date of opening the tender.

9. Undertaking as given in Annexure-I shall be signed and pasted on Rs. 100.00 Court Stamp paper with 1.00 revenue stamp affixed there on and signed, in absence of which, the tender shall not be entertained.

10. Full security deposit calculated on the basis of accepted tendered cost (inclusive of earnest money) will have to be deposited by the contractor in form of NSC post office/pass book dully pledged in favor of Executive Engineer Head Works Division Agra Canal Okhla New Delhi-25 within seven days of receipt of acceptance letter for the registration of the agreement.

11. Income Tax as applicable shall be deducted from contractor’s bill.

12. Stamp duty as applicable to the contractor deed will be borne by the contractor and will have to be deposit before registration of the agreement.

13. The contractor must write his correct and complete address in the tender document and arrange to take delivery of all letters. If any letter is received back undelivered, it will be deemed as delivered to contractor and he shall be bound towards the contents of such letter.

14. Department shall have the right to accept or reject any or all tenders or part the tender without assigning any reason and no claim shall be entertained on this account.

Sign. & address of contractor   Assistant Engineer   Executive Engineer
TECHNICAL SPECIFICATION

General

All the work shall be carried out in accordance with the U.P.I.D. “Detailed Specification” published under the orders of Engineer-in-chief irrigation Deptt. U.P. by the State Engineers Academy, Kalagarh U.P. in 1990 except in so far as these may be modified or supplemented by the detailed specifications herein after described. In case inconsistency between the two specifications mentioned herein after will govern. In case the specifications of any work are not given either in the U.P. irrigation Department specifications or specified hereinafter, the work shall be carried out in accordance with the instructions and requirements of the engineer-in-charge. The specifications shall be read, constituted along with conditions of contract.

1.00 Supplying and stacking split stone.

1.01 The stone shall be sound, durable hard compact in texture free from admixture and grades.

1.02 SIZE: At least 80% of the quantity of stone supplied shall consist of stone weighting about 20 to 40 mg. The remaining 20% quantity, may have stone of size 15 to 20 in weight. Further tolerance of 5% variation many be permitted in 20% of the total quantity supplied.

1.03 Transport Arrangement: The contractor is fully responsible for making arrangement for transport of materials from quarry site to sites of supply by any means deemed fit by him.

1.04 Space of stacking: The site at which the material supplied is to e stacked, shall be marked out by the Engineer-in-charge before commencement of suppliers, such sites shall be cleared & leveled by the contractor at this own cost of the satisfaction of Engineer-in-charge before commencing supplies. The stacks shall be uniformly approximately one meter in height. The length and breadth of the stacks shall be adjusted according the availability of the space or as per infrastructions of Engineer-in-charge. The stacked shall be well packed so as to leave minimum voids. In case any stack is not property laid as per specification of Engineer-in-charge the latter after giving the contractor 3 days notice to rectify the defects have the stack restacked himself at the cost recoverable from the contractor’s bill as per schedule of rates applicable.

1.05 MEASURMENT

The quantity of stone stacked shall be worked out by making 10% volumetric deduction for voids form the gross volume of the stone arrived at by multiplying length. Width and average height.
1.06 **TENDERED RATES.**

The tendered rate shall be in per cum. Including cost of material, loading, unloading, stacking etc.

2.00 **Earth work in filling by power transport**

2.01 All the work shall be carried out in accordance with the drawing to be supplied by the Engineer-in-charge.

2.02 Before the earth is placed in embankment the ground to be covered shall be stripped or excavated to a sufficient depth to remove all materials, not suitable (as determined by the Engineer) for the formation. The unsuitable to be removed shall include objectionable top soil, all the rubbish vegetation, roots and other perishable material which might interfere with the proper compaction of the embankment.

2.03 The earth shall be borrowed from field near by as per directions of Engineer-in-charge. The labour for making borrow area shall be provided by the contractor with no extra payment to be given to the contractor.

2.04 The earth borrowed shall be thoroughly broken up before it is put for embankment. No grass Jungle or bush roots, clods and jhund shall be placed in the embankment.

2.05 **Mode of measurement.**

After preparation of sub grade earthwork shall start form approved borrow area, measurement shall be taken as pit measurement length, breadth and depth up to one centimeter length after finishing work with dressing and proper shape.

The earth shall be laid and strengthened in layers not exceeding 9 inches each layer shall be laid in more than full width and bund shall then be dressed after manual compaction in full width and to the required slope. The exposed face of the repaired bund shall be dressed properly.

2.06 **Rate**

The tendered rate shall include complete item of earth work including excavation of earth, carriage up to damaged bund, making temporary approach and ramps for laying the earth in horizontal layers and lifts and all other circumstances as explained above.

2.07 The rate shall be tendered in Rupees per cubic meter earth measured and computed for payment.

3.0 **Dismantling and Relaying damaged split stone pitching**

The work shall be carried out as per I.D. specifications

Before starting the work the man to be dismantled has to be marked by line solution as per direction of Engineer-in-charge.

The dismantled quantity of split stone shall be stacked in the stacks at proper place as per direction of Engineer-in-charge.
The quantity of stone stacked in stacks shall be worked out by making 10% volumetric deduction for voids from the gross volume of stone arrived at by multiplying length, width and average height.

The tendered rate shall be in per cum including labour, T&P etc for proper completion of work.

5.0 UPROOTING OF JHUNDS:

The Jhunds shall be uprooted and not merely cut. The earth shall be dusted from the roots to prevent them from taking root again and it shall be thrown outside per directions of Engineer-in-charge. Record measurement for uprooting of jhunds shall be made before commencement of the work.

This item of work shall be paid in rupees per square meter. Jhunds shall be disposed off as per directions for the Engineer-in-Charge.

Running payment or above item of work shall be made at suitable intervals, subject to the deduction of security amount under rules or as determined by Engineer-in-Charge of work complete rate shall only be paid after total work is completed.

Earth Work in correction internal section of Hindon Cut Canal in all types of soil with proper disposal on Right Bank of Hindon Cut Canal.

Earth work in correction internal section of Hindon cut canal shall means removal and disposal of silt etc. from internal section of Hindon Cut Canal for correction internal section of the canal.

The excavation earth including silt/slush be disposed on right bank of Hindon Cut Canal or as per direction of the Engineer-in-charge of work.

The work shall be carried out of the Engineer-in-charge of work.

The contractor is advised to visit the work site in advance and look into possible difficulties to be encountered during execution of work.

The work shall be completed by all means within the time frame of the agreement but the work inside the canal section (internal section) shall strictly be completed by all means on day prior to the last date of canal closure, so that the final measurement of internal section may be completed before running the reservoir. The contractor shall be responsible for all possible risk during execution of the work.

Quantity executed shall be worked out by computing the quantities on the basis of initial and final level/difference.
The tendered rate shall include excavation, all lifts, stacking, carriage up to an Avg. lead of 300 M. and disposal of earth including silt/slush etc. with loading, unloading making temporary approaches, ramps and clearance of site etc. and including of all expensed in all circumstances as explained above.

Executive Engineer
Head Works Division Agra Canal
Okhla New Delhi-110025
I.D. FORM NO.111

CONDITION OF CONTRACT

CLAUSE 1 - The person or persons whose tender is accepted (herein after called the “Contractor”) shall within one week after his or their tender has been accepted deposit the Government of Utter Pradesh (herein after called the “Government”) either in cash or in securities as provided in paragraph 614 and 615 of financial handbook, volume VI such sum as will 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 sum represented by it can be realized with out the or assistance of the contractor. The contractor shall also permit Government at the time of making any payment to him for work done under the contract to deduct .............percent of all moneys so payable on account of money to be adjusted in the last deductions with amount :-

(i) In case of works estimated to cost up to 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/- & up to Rs. 2,00,000/- to 10% on the first 10,000/- & 7 1/2 % 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/- 7 1/2 % on the next Rs. 1,00,000/- and 5% on the balance unless he is/they are exempted from payment or security deposited if individual case or has/have deposited the out of the security at the rate of fixed deposit or Guarantee Bonds of any scheduled Bank in India.

(G.O. Number 5479/Sa Kha/81623/81/N679 Dt. 05-11-82)

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

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

All compensation or other sums of money payable by the contractor met be deducted from or realized by the sale of a sufficient part of his
security deposit, or from the interest arising there from or from ant sums which may be due or may become due to the contractor by Government or on account what so ever and the event of his security deposit being reduced by reason of any such deduction or sales as aforesaid, the contractor shall within 10 days thereafter make good in cash of Government Securities endorsed as aforesaid any sum of sums which may have been deducted from or raised by the sale of security deposit or ant part there of.

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

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

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

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

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

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

(b) He may, after giving the contractor…………………………day’s notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay laborers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work so taken over assessment of the compensation go be paid by the contractor. If any work is taken over by the ........................................Engineer the certificate in writing of the Executive Engineer or of the Sub- Divisional Officer as to its cost and value shall be final and conclusive against the contractor.

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

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

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

CLAUSE 4 If the ......................... Engineer exercise any of the power given to him by clause 3 he may, if he so desires take possession of all or any of tools, plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and pay or allow the contractor for the same ay the contract rate, or in the case of these not being applicable, at current Market rates to be certified by the Executive Engineer, whose certificate thereof shall be final and if the ...............................................................

.............................................  Engineer does not desire to do so, the Executive Engineer may, by notice writing to the contractor or his clerk or the work’s foreman or other authorized agent, required 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, the Executive Engineer may remove them at the contractor’s expense and at his risk in all respects by auction or private sale and the certificate or the Executive Engineer as to expenses of any such shall be final and conclusive against the contractor.

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

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

CLAUSE 7 In the case of work estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor, But any such payment will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed and the
making of any such payment shall not either preclude the Executive Engineer or Sup-Divisional Officer from requiring the contractor to remove or reconstruct or —erect any work on the ground that such work is bed unsound imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude, determine or affect in any way the powers of the Engineer —in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

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

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

CLAUSE-10 Every month on or before a date to fixed by the Engineer-in-charge the contractor shall if so required submit a bill for all works executed by him during the previous month and the Engineer-in-charge shall take or cause to be taken all measurement necessary for checking the contractor’s bill and adjusting his claim as speedily as possible, If the contractor does not submit his bill within the time so fixed the Engineer-in-charge may after giving the contractor .................day’s notice in writing measure or depute some one to measure such work in presence or 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 measurement and any bill so drawn up shall be binding on the contractor. If the contractor fails to attend when such measurements are taken, such measurements shall be binding on him, and if he attend but refuses to sign the list of measurements the matter shall be refereed to immediate superior of the Engineer-in-charge whose decision shall be binding on the contractor.

CLAUSE-11 The contractor shall submit all bills on the printed form which will be supplied to him at the rates specified in the tender or in the case of any extra work ordered in pursuance of these condition and not mentioned or provided for in tender at the rates hereinafter provided for such work.

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

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

CLAUSE 13 All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the firms which the Directors of Industries has made arrangement and articles supplied by the contractor shall conform to such specification and/or tests, if any/or, sincerely may be prescribed by the Directors of Industries in consultation with the consuming department.

CLAUSE 14 The contractor shall obtain from the stores of the Engineer-in-charge, all such imported stores or materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge, will be debited to the contractor in this account at the rates shown in the schedules attached to the contract and if they are not entered in the schedules they will be debited at the cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery for the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if he asked for an excess of those excess in the schedules. In such case the price charges will be stock rate or the market rate whichever is greater.

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

CLAUSE 16 The Engineer-in-charge shall have power to make such alteration or addition to the original specifications drawings, designs and instruction as may appears 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 instruction which may be given to him writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same condition in all respect on which be agreed to the main work and at the same rates as are specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that additional work bears to the original contract work and the certificate of the Engineer in charge shall
be conclusive as to such proportions. If the additional work includes any items for which no rate is specified hereunder, then the contractor shall carry out the work at the rate entered in the schedules of Rates of the District but if the schedules does not contain any rate for such work, then the contractor shall not begin such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contract, and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-charge may be a notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of a dispute the decision of the Superintending Engineer shall be final and binding on the contractor.

**CLAUSE 17** The Executive Engineer acting on the written order of his immediate superior, may at any time notice in writing to the contractor either stop the work all together or reduce or cut it down. If the work is stopped altogether, the contractor will only be paid for work done and expenses legitimately incurred by him on or preparation for the execution of the work up to the date on which such notice is received by him such expenses shall be assessed by the Executive Engineer, whose decision shall be final and binding on the contractor. If the work, is cut down the contractor will be paid for the work as so cut down but in neither case will be paid any compensation whatsoever for the loss of profit which he might have if he had been allowed to compete all work included in the tender.

**CLAUSE 18** If the Engineer-in-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provided or that any materials or articles provided by the contractor are not in accordance with the contract he may, not with standing that such work materials or articles may have been passed certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complaints and requiring the contractor to remedy such defects or to replace such materials or articles within a specified period of time.

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

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

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

**CLAUSE 19 B** The contractor shall pay to his labourer a fair wages.

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

**CLAUSE 19D** The contractor shall be bound and shall be responsible to
comply with the provisions or the labour laws in force in state of Utter
Pradesh including the minimum wages Act of any enactment in supervision,
extension or modification thereof which may be passed ay any times from
time to time by a competitive legislative body and may effect in the state of
Utter Pradesh and the Rules and Regulations made there under or ant
amendment or modification thereof for the time being in force. All expenses
in connection with the compliance of such laws and rules shall be borne the
contractor shall neither demand nor claim shall be entitled to any additional
payment for the reason that he failed to take in to account any such
expense in his tender or that ant subsequent amendment in such laws or
rules have changed basis on which he worked out such expenses while
submitting his tender.

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

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


**CLAUSE 21** - All works to be executed under the contract shall be
executed under the direction and subject to the approval in all respect or
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.

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

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

CLAUSE 24 - The contractor shall supply at own cost all materials (except
such, special materials, if any, as may in accordance with the contractor
be supplied from the Engineer-in-charge’s stores), plant, tools, Appliance.
Implements, ladders, cordage, tackle, scaffolding and temporary works
requisite or proper for the proper execution of the work, whether original,
altered or substituted and whether included in the specification or other
documents forming part of the contract referred to in conditions or not or
which may be necessary for the purpose of satisfying or complying with the
requirements of the Engineer-in-charge as to any matter as to which under
these conditions he is entitled to be satisfied or which he is entitled to
require, and shall pay for the carriage of all such things to and from the
work. The contractor shall also supply without charge workmen with the
means and materials necessary for the purpose of setting out of works, and
for counting, weighing and assisting in the measurement or examination of
the work, or materials any ant time. If the contractor fails to do so the same
may be provided by the Engineer-in-charge and the contractor shall pay
the cost of the same as certified by the Engineer in charge, whose
certificate shall be final. The contractor shall also provide all necessary
fencing and lights required to protect the public from accident and shall
bear the expenses or defense of every suit, action or other proceedings ay
law that may be brought by any person for injury sustained owing to
neglect of the above precautions, and shall also pay any damages and
costs which may be awarded in any such suit, action or proceedings to any
such person, or which may with the consent of the contractor be paid to
compromise any claim by any such person.

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

CLAUSE 26 - The contractor shall not assign or sub-let the contract without
the written approval of the patience. 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
office or person in the employ of the Government in any way relating to his
officer and employments, or if any such officer or shall become in any way
directly or indirectly interested in the contract without having first obtained
the permission in writing of the Government, the patience. Engineer may thereupon by notice in writing
rescind the contract, and the security deposit of the contractor shall
thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the contractor had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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 damage or loss sustained.

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

CLAUSE 29- In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with the district specification, and if there is no districts specification, the work shall be carried out in all respects in accordance with instructions and requirement of the Engineer—in-charge.

CLAUSE 30- In these conditions unless there is something in the subject or context repugnant to such an interpretation, the expression “work” mean the work to be done or executed under the contract or whether such work is permanent or temporary and whether it is original, altered. Substituted or additional.

CLAUSE 31- The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross, and not the net amounts of the bills for the work done.

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

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

CLAUSE 33- Notwithstanding anything stipulated in the aforesaid clauses, Government shall have power retain ant sum due to the contractor(s) and set off all claims against him (them) whether arising out of the particular contract or out of any other transaction or contract held by him (them) alone or in partnership with others.
CLAUSE 34 - All disputes in respect of this contract arising between Contractor and the Department will be put to the Superintending Engineer ..........................................................and his decision shall be final and legally binding on both parties.

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

CLAUSE 36 - Contractor shall himself make proper living accommodation water and sanitary arrangement etc. for labour which ordinarily should be arranged through Employment Exchange will give preference Ex-servicemen. He remove any undesirable if order by the department.

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

CLAUSE 38 - No extra payment shall be made to the contractor for making profits and namusa in connection with the executing of work as per G.O. No 355-3B/6 XXIII-IB II dated 22-06-66.

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

CLAUSE 40 - The contractor shall not influence the workman directly or indirectly 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 dose so contrary to the above will be responsible for the loss or damage caused or claimed by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both parties.

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

CLAUSE 42 - Income tax at the rate of 2% shall be deducted from the bill in terms of sub section (i) section 194 (0) of Income tax Act XVI of 1972.

CLAUSE 43 - The contractor agrees to persuade all his labour and other Employees including casual labour employed by him to adopt family planning teorhnics (including vasectomy and tubectomy) on lines with policies and programme announced by the State Government from time to time in relation to the State Government so far as may be applicable and to furnish to Engineer in charge monthly report in this behalf.


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

<table>
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<tr>
<th>Particulars</th>
<th>Rate at which the materials will be charged to the contractor</th>
<th>Place of delivery</th>
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<tbody>
<tr>
<td>Units</td>
<td>Rs.</td>
<td>P.</td>
</tr>
</tbody>
</table>

Signature of Contractor | Signature of Sub-Divisional Officer Executive Engineer
ITEMS OF PERCENTAGE RATE-TEMNDER OF CONTRACTORS

Name of work ..................................................................................................................
..................................................................................................................
Name of contractors ................................................................................
..................................................................................................................

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of Sub-Division officer
And signed by the ..................................................
Executive Engineer

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

Sub-Division Officer
By the .............................................and approved by the authority competent to make the contract shall be

Executive Engineer
Available of public inspection at the office of Sub-Division Officer

The ...........................................during the office hours.

Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by 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

4. are described in the tender as a firm in which case the receipt must be signed in the name of the firm by the one of the partners or by some other persons having authority to give effectual receipts for the firm.
5. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderers which propose any alteration in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up English or accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelopes.

6. (1) The Executive Engineer or this duly authorized assistant will open in the presence of any intending contractor 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 other document mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unacceptable tender shall thereupon be returned to the contractor making the same.

(2) When tenders are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive-Engineer for orders. The earnest money if in currency noted shall be credited in the cash-book and paid into the Treasury, a receipt in account form no. 3 being given to the party tendering. If earnest money is preferred in any of the securities specified in rule 9, it shall entered in the register of securities Account forms 85 & 86. Earnest money received in currency notes shall be returned to unsuccessful tenderers as soon as their tenders are rejected the usual stamp receipt being taken.

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

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

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

Executive Engineer
Sub-Divisional Officer
By the ........................................

Executive Engineer

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

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

Executive Engineer

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

(a) When the amount of the tender does not exceed Rs. 2,000 50
(b) When exceeding Rs. 2,000 and not exceeding Rs 5,000 100
(c) When exceeding Rs. 5,000 and not exceeding Rs. 1,000 200
(d) For each additional Rs. 5,000 of portion of Rs5,000 a further sum of 100

Such earnest money shall be deposited by the contractor in Government Treasury or Sub-Treasury as laid down in paragraphs 340 (b) (1), 344(b) of the Financial Handbook, Volume V, Part I, Account Rules and receipted Treasury challan attached to the tender.
Note – The Officer calling for tender may, in special cases where it would be inconvenient for Tenderers to deposit money into Government treasury, relax the rule, and permit contractors to deposit earnest money with him in cash or currency notes up to a limit of Rs. 100 instead of into a treasury. Such deposits should be treated as “Public Works Department Deposit”.

TENDER FOR WORKS

“Hereby tender for the execution for the Governor of Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in the memorandum at the rate specified therein, and in accordance in all respects, with the specification designs] drawings end instruction in writing referred to in rule 1 here of and in clause 2 of the conditions of contract and with such materials as are provided for by and in other respects in accordance with such conditions so far as applicable.

MAMORANDUM

(a) General description
(b) Estimated cost
(c) Estimated cast

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Item of work</th>
<th>Approximate number of Quantity</th>
<th>Unit</th>
<th>Per</th>
<th>Rate (e) Tendered (e) sanctioned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(f) in figure (f) in words</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
</tr>
</tbody>
</table>

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

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

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

"I" or "we" ........................................tender at ..........................per cent above the rates entered above.
Or

Strike out the alternative and attach signature to it .

Should this tender be accepted ........................................hereby agreed to abide by and fulfill all terms and conditions of contract annexed to the approved set of contract documents or in default there of to forfeit and pay to Governor of Utter Pradesh or his successor-in-Office the sums of money mentioned in the conditions.

Give particulars and number

The sum of Rs.............................is herewith forwarded in currency notes as earnest money the full value of which shall be retained by Government on account of the security deposit specified in clause O of the conditions of contract.

Dated the day of 19

Signature of witness to contractor’s Signature
Signature of contractor before submission of tender Witness Address Occupation

Here enter “ Recommended” or “Non recommended”

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

Signature Date .......................Sub-Divisional Officer .................. Sub-Division
Signature Date................................................. Executive Engineer .........Division

Date ......................Superintending Engineer .........................Irrigation Works

Signature ...........and official designation of the accepting authority

Date ..................Circle

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

Dated day of 19
FORM OF RELATION CERTIFICATE

निविदा सूचना प्रपत्र सं 69/70 की शर्तों के अनुपालन में श्री/मैसर्स प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी सूचना प्रमाणित करता हूँ कि मेरा कोई निकट संबंधी वृत्त में अथवा इस वृत्त के अन्तर्गत खण्डों में कार्यरत नहीं है।

दिनांक .......................................................... फर्म के अन्तर्गत प्रतिनिधि/देखकर के हस्ताक्षर

नाम ..........................................................

पूरा पता ..........................................................

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

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

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

फोन नं ..........................................................

Contractors Address Slip

Name of Work .......................................................... my address is given as below all the correspondence related the bond for the above referred work may be made with me on this address which shall be deemed the have delivered to me.

Dated..........................................................

Signature of Contractor

Full Address..................................................

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

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

Phone No.................................................