

TENDER DOCUMENT

**EXECUTIVE ENGINEER
YAMUNA CONSTRUCTION DIVISION – 2
DEHRADUN**

AGREEMENT

Tender invited by

.....

Tender for

.....

Tender Notice No. & Date

Date of Opening of Tender

Name of Tenderer

In consideration of the Governor of Uttarakhand having treated the tenderer to be an eligible person whose tender may be considered, the tenderer shall agree to the conditions that the proposal in response to this invitation shall not be withdrawn by the tenderer within three months from the date of opening of the tender and also to the condition that if thereafter the tenderer does withdraw his proposal within said period, the earnest money deposited by him may be forfeited to the Government of Uttarakhand in the discretion of the later.

If subsequent to the submission of tender, the tenderer amends, alters or modifies the contents of his tender which are not acceptable to the department then for the purpose of this condition, the tenderer shall be deemed to have withdrawn his proposal.

Signed.....day of.....20.....

Witness

Signed by
Tenderer

DEFINITIONS

For the purpose of this contract, specifications comprising conditions of contract, technical provisions and annexure there to including list of corrections and amendments & drawings etc., the following works will have the meaning herein assigned to them:

- **Government** shall mean the Governor/Government of Uttarakhand, India and the person who had signed the agreement on behalf of the Government.
- **Governor** shall mean the Governor/Government of Uttarakhand, India.
- **Department** shall mean Irrigation Department, Uttarakhand
- **Chief Engineer** shall mean the Chief Engineer, Yamuna Valley Projects, Irrigation Department, Dehradun and shall include his successors and assignees.
- **Superintending Engineer** shall mean the Superintending Engineer, Yamuna Civil Construction Circle, Dehradun and shall include his successors and assignees.
- **Executive Engineer** shall mean the Executive Engineer, Yamuna Construction Division-2, Dehradun and shall include his successors and assignees.
- **Engineer-in-Charge** shall mean the Executive Engineer, Yamuna Construction Division-2, Dehradun, or such other officer as may be authorized by him to act as Engineer-in-Charge and shall include his successors and assignees.
- **Assistant Engineer** shall mean the officer designated and authorized by Government who shall be actual incharge of field operations.
- **Contractor** shall mean the tenderer whether firm, registered company, partnership or an individual whose tender has been accepted by the Government and shall include such tenderer, heir, legal representative, successors and assignees.
- **Work** shall comprise not only works of construction but also all accessories there to, all matters and things pertaining to the work executed or to be carried out under the contract whether it is original, altered, substituted or additional including clearance site after the completion of construction.
- **The Contract** shall mean and include the document forming the tender and acceptance there of and the formal agreement executed between the Governor of Uttarakhand and the contractor together with the document referred to there in, including the special general conditions and Technical specifications with all schedules, conditions of contract in I.D. Form No. 111, I. D. Form No. 112, design, drawings and instructions issued from time to time by the Engineer-in-Charge and these document taken together shall be deemed to form one contract and shall be complementary to another.

- **Specification** shall mean collectively, all the terms and stipulation contained in the conditions of contract, technical provisions and annexure including list of corrections and amendments and drawings.
- **Drawing** shall mean collectively, all accompanying general drawings or reproductions, which show the locations, character and details of the work to be done and issued by the Engineer-in-Charge from time to time during the period of construction.
- **Tonne or Metric Tonne** shall mean 1000 Kg. (One Thousand Kilogram) metric system shall be followed in all, interpretation and execution of works under contract conversion form necessary shall be in accordance with the figures given in Indian Standard conversion table (I.S. 786) and subsequent revision of all standards.
- **Elevation or reduced level** wherever figure are shown after the words, elevation/ reduced level or any abbreviations of "Reduced Level" are given, they shall mean the height in metre above the mean sea level.
- **Words** in the singular number shall include the plural number and vice versa where the contract so required.
- **Plant and equipment or machinery** shall mean and include plant, equipment, machinery tools and other implements of all description necessary in the execution of the work in a work man like manner.
- **Rates / Tendered Rates/Unit Prices** shall mean the unit prices entered in the schedule of quantities and bids by the contractor and accepted by the Government or by the authorized representative.
- **Work Site** shall mean the site of proposed works as detailed in the specification or any other place where works to be executed under contract and such land in the vicinity of work as may be notified by the Engineer-in-Charge of the work site.
- **Month** shall mean the calendar month.
- **Days** shall mean the calendar days including sunday and holidays.
- **Writing** shall include any manuscripts, type written, cyclostyled or printed statement under and over signature or seal as the case may be.
- **Para or paragraph** shall include clause also and shall be read in conjunction with the other section of condition, special conditions/specifications of work. The Engineer-in-Charge shall operate the contract and give necessary instructions and order to the contractor from time to time. The Engineer-in-Charge may delegate any of his power to his authorized representative. The contractor will correspond only with the Engineer-in- Charge or his authorized representative regarding the execution of the contract.

- The order to commence work shall be given only after receipt of the required Security
- Deposit and signing of the agreement and if the contractor starts the work earlier or incur any liabilities, he shall do so on his own responsibility and no payment whatsoever will be made till the initial security in the form specified has been received and agreement signed.

Contractor

**Executive Engineer
Yamuna Construction Division-2
Dehradun**

CONDITIONS OF CONTRACT**Clause 1**

The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or her tender has been accepted deposit with the Government of UTTARAKHAND (hereinafter called the Government) either in cash or securities as provided in Paragraphs 614 & 615 of the Financial Hand Book, Volume VI, such sum as will with the earnest money deposited with the tender amount to 10% of the tendered cost or the value of work done whichever is greater and where any security so deposited is not payable to bearer, the contractor shall endorse or transfer it to the said Government on such a manner that the sum represented by it can be realized without the consent or assistance of the contractor.

If the security is furnished in the form of guarantee bonds the contractor undertakes to renew or furnish guarantee to cover the period of time extension and failure on his part to do so shall be construed as a breach of this contract and without prejudice to any other remedy provided in these conditions, the Engineer-in-charge shall have right to with-held payment and the entire security amount money 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 the 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 & September, if not fully covered with in the period of contract be refunded after the expiry of the first rainy season comprising of the month mentioned above or after the payment of the final bill whichever is later.

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

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

Without prejudice to any other remedy provided by law, the Govt. may recover all dues here under from the contractor as areas of land revenue services of G.O. No. A-2-224/X 83-17(5)/71 dt.23.12.83.

EXPLANATION

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

Clause 2 When the Contractor fails to complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given to the contractor. The contractor shall at all times during such period proceed with the work with due diligence and shall pay as compensation an amount equal to one percent or such smaller amount as the Ex. 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 everyday that the work remain uncompleted or unfinished after the proper dates. And further in order to ensure good progress during the execution of the work the contractor shall be bound on all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity (as the Ex. 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 Ex. Engineer may determine) of this work before three-fourth of such time has elapsed. If the contractor fails to comply with his condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Ex. Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% 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 the whole of security deposit (whether paid in one sum or deducted by installments) the Ex. Engineer shall have power to adopt such of the following clauses as he may deem best.

- (a) He may rescind the contract by giving the contractor notice of rescission signed by the Ex. Engineer and may then take the whole of the contractor security deposit for use of Govt. as compensation, the loss caused by the contractor's default.
- (b) He may, after given the contractor seven days notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay labourers and supply of procure materials and carry out all or any part of the work himself on behalf of Govt. devoting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done and may postpone till completion of the

work so taken over assessment of the compensation to be paid by the contractor. If any work is so taken over the Asstt. Engineer the certificate in writing of the Ex. Engineer or the Sub-Divisional officers to its cost and value shall be final and conclusive against the contractor.

He may, after giving the contractor 7 days, notice in writing of his intention to do so for measure up the work done by the contractor, take the work out of his hands and give a contract his completion to another contractor and may postpone till the completion of the work the assessment of the completion to be paid by the original contractor. If the Ex. Engineer elects to give the completion of the work to another contractor shall pay any expense which may be incurred in excess of the sum which would have been paid to him if the work whole had been carried out by him and a certificate in writing of the Ex. Engineer or the Sub-Divisional Officer shall be final and conclusive as against the original contractor as the amount of any such expenses.

Clause 3(ii) If the Ex. Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered in to any engagements or made any advance or accounts of or with a view to the execution of the work of the performance of the contractor and shall not be entitled to recover or be paid or be given credit for any sum for any work therefore actually performed by him under this contract, unless and until the Ex. Engineer or 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 open any occasion the Ex. Engineer abstains from exercising powers given to him by this clauses such abstention shall not prevent him from exercising such power upon a subsequent occasion, if the contractor again make 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 Ex. Engineer exercise any of the powers given to him by clause 3 he may, if he so desires take of all or any tools, plant materials and stores in or upon the work or the side thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof and pay or allow the contractor for the same at the contract rate, or in the case of these not being applicable, at current market rates to be certified by the Ex. Engineer whose certificate thereof shall be final, and if the Ex. Engineer does not desire to do so, the Ex. Engineer may by notice in writing to the contractor to his clerk or the work's foreman or other authorized agent, required him to remove such tools, plant materials or stores from the

premises (with a time to be specified in such notice, and if the contractor fails to comply with any such requisition, the Ex. Engineer may remove them at the contractor's expense and at his risk in all respects by auction or private sale and the certificate of the Ex. Engineer as to expenses of any such removal and the amount or the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

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

Clause 5(A) The extension of time upto 50% of the stipulated period or 6 month whichever is less shall be considered and accorded by the officer accepting the tender and the extension beyond this period shall be sanctioned by next higher authority over the authority accepting the tender (in terms modified order).

Clause 6 On completion of the work, the contractor shall send a registered notice upto the Sub-Divisional Officer (there in after called Engineer-in-Charge) giving the date of completion and shall also send copy of such notice to the Ex. 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 complete until the contractor has removed from the premises, on which the work has been executed, all scaffolding surplus materials and rubbishes and cleaned all wood work, door, windows, walls, floor or other part of any building in upon or about which the work has been executed of which he may have had possession for the purpose of execution there-of and if the contractor fail to do so on or before the date fixed for completion of work the Engineer-in-Charge may do so and may shall such scaffolding and materials as have not been removed by the contractor and the contractor shall fourth with pay all expenses so incurred and shall have no claim in respect of any scaffolding surplus materials as aforesaid except for any actually realized by the sale thereof. On completion the work shall be, measured by Engineer-in-Charge whose measurement shall be binding and conclusive against the contractor.

Clause 6(A) All the works during the progress and after completion shall be subject to technical examination by the Technical Examiner, Technical Audit Cell, Irrigation Department Uttarakhand. Any defect of material or workmanship pointed out by the Technical Examiner and established as such shall be liable

for reduction of rates, if considered necessary by the Engineer- in-charge.

Clause 7 In the case of work estimated to cost more than rupees one thousand the contractor shall, on submitting the bill there-of be entitled to receive monthly payment proportionate to the part there of than approved for such purpose for 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 Govt. 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 Ex. Engineer or Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, unsound, imperfect or unskilled or prevent Govt. from enforcing any claim against the contractor on account of any default by him or conclude, determine or effect in any way powers of the Engineer-in-Charge's certificate of the measurement and of the total amount payable of the work shall be final and binding on all parties.

Clause 8 If the contractor abandons or is unable to complete the work, the Ex. Engineer may certify in writing the value of the work done by the contractor toward 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 work involved or the part of the work in question at the same rates as are payable under the contract for other such items or work, unless the part of the work in question is not in the opinion of the Engineer-in- Charge may pay sum lump sum as he may determine to be the value there of 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 cases and as the amount to be paid.

Clause 10 Every month on or before a date to be fixed by the Engineer-in-Charge shall if so required, contractor shall submit a bill for all works executed by him during the previous month and the Engineer-in-Charge shall take or cause to be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible. If the contractor does not submit his bill with in the time so fixed, the Engineer-in-Charge may after giving the contractor seven 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 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 attends but refuses to sign the list of measurements the matter shall be referred to the immediate superior of the Engineer-in-Charge whose decision shall be binding on the contractor.

Clause 11 The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-Charge and all items in such bills shall be charged at the rates specialized in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or permitted for in tender, at the rates here-matter passed for such work.

Clause 12 If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or Engineer-in- Charge (such materials and stores and the price to be charged therefore, hereinafter mentioned being so far as practicable and for the convenience of the contractor specified in the schedule hereto annexed but not so as in any way to control the meaning of effect of this contract) of the contractor shall be supplied with such materials and stores as may from time to time be required by him for the purposes of the contract but only for such purposes and he shall pay for the same at the rates specified in the schedule said or if no rates are so specified at cost price as defined in clause 13 thereof. All materials so supplied to the contractor will become the property of the contractor, but shall not on any account to be removed from the site of the work until the whole work is certified to be completed by the Ex. Engineer, and shall at all times be open to inspection by the Engineer-in-Charge. The Ex. 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 of the current market rate whichever is less.

Clause12(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 has made arrangement while in the case of materials for supply for which no such arrangement have been made by the Director of Industries in consultation with officers of consuming department has prescribed specification and or test the materials supplied by the contractor of must conform such specification and/or test.

Clause12(B) Provided always that contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to no supply or late supply of materials from store by the Engineer-in-Charge for the reasons beyond his control.

Clause 13 Articles required by the contractor for the construction of the work and which of contractor is to supply himself shall be obtained by the contractor from the firm which Director of Industries has made arrangement and if for the supply of any articles no such arrangement have been made, any such articles supplied by the contract or shall conform to such specification and/or tests, of any article as may be prescribed by the Director 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 material as may be required in any considerable quantity for the work or any part thereof or for making up article required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the Schedule they will be debited at the cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if asked for any excess of those entered in the Schedule. In such cases, the price charge will be the 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 workman like manner and every respect in strict accordance with the specification both, as regards, materials and otherwise. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing related the work signed by the Engineer-in-Charge and lodged in his office and the contractor shall be entitled to inspect the same during office hours and may at his own expense have copies of the specification, and of all such designs drawings and instructions as aforesaid made for his own use.

Clause 16 The Engineer-in-Charge shall have power to make such alteration on in addition to the original specifications, drawings, designs and instructions as may appear to him to be necessary or additional work which the contractor may be so directed to do shall be bound to carry out the work in accordance

with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations shall not invalidate the contract and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion shall be extended in the proportion that the additional work bear 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 rates is specified hereunder, then the contractor shall carry out the work at the rate entered in the Schedule of rates of the District but if the Schedule does not contain any rate for such work then the contractor shall not began such work until a rate in respect of such work has been settled by mutual agreement between him and the Engineer-in-Charge with the approval of the officer accepting the contract and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-Charge may by a notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of a dispute the decision of the Superintending Engineer shall be final and binding on the contractor.

Clause 17 The Executive Engineer acting on the written order his immediate superior may at any time by notice in writing to the contractor either to stop the work altogether or reduce or cut it down. If the work is stopped altogether the contractor will only be paid for work done and expenses legitimately incurred by him 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 had been allowed to complete all the 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 provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may notwithstanding that such work materials of articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the period of time. If the contractor fails to comply in all respect with the requirement of any such with in ten days after the expiry of the period specified in that notice, the Engineer-in-Charge may himself remedy such defect, or as the case may be, replace such materials or articles and contractor shall pay all expenses

incurred by the Engineer-in-charge in so doing and the certificate in writing of the Engineer-in-Charge as to the amount of any such expense shall be final and binding upon the contractor.

Clause18(A) Government shall have right to accept the sub-standard or defective work at reduce rates and cause an audit and technical examination of work running and final bill of the contractor including all supporting voucher abstract etc. to be made before or after the payment of the final bill and of a result of such acceptance of sub-standard or defective work by 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 to have been actually executed. The contractor shall be liable to refund the amount of the over payment and it shall be law full for Government to recover the same from contractor in the 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 Government to the contractor provided that the sub-standard or defective work accepted is not considered to seriously defective by the Engineer-in-Charge and to rate of the work accepted is suitably reduced by him to compensate the Government and such reduction will be binding on the contractor.

Clause 19 All work under or in course of connection or executed pursuance of the contractor 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 order and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as order given to the contractor himself.

Clause19(A) No labour below the age of 18 years shall be employed on the work.

Clause19(B) The contractor shall pay to his labourers a fair wage.

Clause19(C) The contractor before he commences work shall (a) post in conspicuous place on the work a notice giving the rates of wages have been certified as fair by the Executive Engineer and (b) send a copy of the notice to the Executive Engineer.

Clause19(D) The contractor shall be bound and shall be responsible to comply with the provision of the labour laws in force in the State of Uttarakhand including the

minimum wages act any enactment in super session, extension or modification there of which may be passed at any time or from time to time by a competent legislative body and may have effect in the state of Uttarakhand and the Rules and Regulations made there-under or any amendments or modification there of 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 shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender.

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

Clause19(E) The contractor shall engage labour for the work through the nearest Employment Exchange.

Clause19(F) The contractor will request the Employment Exchange to provide him labour on wages to be sanctioned by him which shall be not less than the fair wages for the locality of work to be fixed by the Ex. Engineer in consultation with the District Magistrate concerned. He will also specify the period of the supply of labour at the Employment Exchange. If Employment Exchange fails to supply labour within the specific period the contractor will have option to engage labour from other sources.

Clause19(G) The labour employed though 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 discharge of the labour of Exchange.

(Vide G.O. No. 1381-IBD-50/XX-IB 89 B.W. Dated May 7, 1950)

Clause 20 In order that the work may be measured and the correct dimensions there on taken the contractor shall not cover up any part of the same or otherwise place beyond reach of measurement until he has either obtained consent in

writing of the Engineer-in-charge of the work or to such subordinate five days notice in writing that the work is ready for measurement. If the contractor covers up any work or places it beyond each of measurement without such consent and before the expiry of the period of such notice, the contractor shall either, as he may elect strip such work at his own expense in order that it may be measured or shall forfeit the price for such work and of the materials used in its construction.

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

Clause 22 Subject to the right of the contractor to make protest and/or refer the matter to arbitration under clause 24 (A to E) the decision of the Engineer-in-charge upon all questions relating to the meaning of the specifications, designs, drawings or instructions here in before mentioned or as to the quality of workmanship or materials used on the work as to any other question, claim, right matter or thing whatsoever in any way arising out of or reacting to the contract, design, drawing specification estimate instruction, order of these condition or otherwise concerning the work on the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment of the contract by the contractor shall be final, 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 building in which they may be working or any building road, fence enclosures or grass land or cultivated ground contiguous premises on which the work of any part of it is being executed or damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of the Ex. Engineer shall be final) the contractor shall at his own expense make good such, damaged or in default the Engineer-in-charge may cause the same to be made good and the contractor shall pay any expenses so incurred and the certificate of the Engineer-in-charge as to the amount of such expenses shall be final and binding on the contractor.

Clause 24 The contractor shall supply to his own cost all material, (except such special materials if any as may in accordance with the contractor be supplied from the Engineer-in-charge's stores) plants, tools, appliance implements, ladders cordage, tackle, scaffolding and temporary work 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 or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require and shall pay for the caring of all such things to and from the work the contractor shall also supply without charge workman with the means and matter necessary for the purpose or the setting out work, and for counting weighting and assisting in the measurement or examination of the work or materials at any time. If the contractor fails to do so the same may be provided by the Engineer-in-Charge and the contractor shall pay the cost at the same as certified by the Engineer-in-charge whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and shall also pay any damages and costs which may be awarded in any such suit action or receding to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 25 The contractor shall not employ female labour in the execution of the work or any part there of with in the limits of a cantonment.

Clause 26 The contractor shall not assign or sub-let the contract without the written permission of the Ex. Engineer, and if the contractor does or attempts to do so or becomes insolvent or commences any insolvency proceeding 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 alone, perquisite reward or advantage pecuniary or otherwise to any public officer or person in the employment of Government in any way relating to his office or shall become in any way directly or indirectly interested in the contract writing having first obtained the permission in writing of the Govt. The Ex. Engineer may there upon by notice in writing rescind the contract, and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Govt. and the same consequences shall ensure as if the contractor had been rescinded under clause 3 there of 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 case of a tender by partners, the contractor shall state the name of members of the firm and shall notify to the Engineer-in-charge any change in the constitution of the firm as soon such as charge occurs.

Clause 29 In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the I.S. codes, and if there is no I.S. code, the work shall be carried out in all respect in accordance with instruction and requirements of the Engineer-in-charge.

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

Clause 31 The addition or deduction on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross and not the amount of the bills for the work done.

Clause 32(i) In every case in which by virtue of the provisions of sections 12, sub-section(1) of the Works Compensation Act 1932, Govt. is obliged to pay compensation to a workman employed by the contractor or by any subcontractor 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 right 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 of thereof by deducting either from the security money deposited by the contractor or to his credit under Clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

Clause 32(ii) Government shall not be bound to contest any claim made against it under section 12, sub-section(1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all costs for which government might become liable in consequence of contesting the claim.

Clause 33 Not with standing any thing stipulated in the aforesaid clauses, Government

shall have power to retain any sum due to the contractor(s) and set off all claims against him (them) whether arising out of a particular contract, out of any other transaction or contract held by him (them alone or partnership with others).

Clause34(A) If the contractor considers any record on ruling of the Engineer-in Charge or his representative in respect of any of the provisions of this contract to be unfair or considered any work demanded of him by the Engineer-in-Charge to be outside the requirements of contract, he shall immediately upon such works being demanded, ask in writing for written instructions and decisions, on receipt whereof he shall proceed without delay to confirm the record of ruling on to perform the work demanded, and after 15 days after date of receipt of the written instructions and decisions he may file a written protest up to the Engineer-in-Charge stating clearly and in detail the basis of his objection. Except for such protests and objection as are made on record in the manner herein specified and within the time limit stated, ruling, instructions or decisions of the Engineer-in-Charge can be conclusive and binding on the contractor. Instructions and/or decisions of the Engineer-in-Charge contained in letters transmitting drawings to the contractor shall be considered as written instructions or decision, subject to protest or objections as herein provided.

Clause34(B) If the contractor is dissatisfied with the final decision of the Engineer-in-Charge on the protest or objection made by the contractor in accordance with the procedure prescribed in Clause 34(A), the contractor may within twenty eight (28) days after receiving notice of such decision, give notice to the Engineer-in Charge requiring that the matter be submitted to arbitration and furnish detailed particulars and furnishing of the dispute or difference specifying clearly the profit at issue. If the contractor fails to give such notice within the period of 28 days as stipulated above the decision of the Engineer in Charge shall be conclusive and binding on contractor.

Clause34(C) Every dispute, difference or question which may at any time arising between the parties hereto/or and person claiming under them, touching or arising out or in respect of this deed of the subject matter thereof shall be referred to the arbitration of Superintending Engineer, Yamuna Civil Construction Circle, Dehradun or any person nominated by him. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant, that he had to deal with the matters to which the contract relates and in the course of his duties as Govt. servant he had expressed views on or any of the matter in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason Superintending Engineer, Yamuna Civil Construction

Circle, Dehradun shall cater upon the reference himself or appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the date left by his predecessor. It was also a term of this contract that no person other than a person appointed as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of claim in dispute is Rs. 50,000 (Rupees fifty Thousand) and above, the arbitrator shall give reasons for the award.

It is a term of contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of each such dispute.

Subject aforesaid the provisions of the arbitration Act 1940 or any statutory modification enactment there-of and the rule made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Clause34(D) The cost of such arbitration shall be borne by the parties or party as decided by the arbitrator.

Clause34(E) If work under the contract has not been completed when dispute is referred to arbitration the work shall continue during the arbitration proceeding and no payment due to the contractor withheld on account of arbitration proceeding unless authorized, required by the arbitrator.

Clause 35 Quantities are liable to Variation 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 labour, which should ordinarily be arranged through Employment Exchange and will give preference to Ex. Serviceman. He will have to remove any undesirable labour if ordered by department

Clause 37 Claims not preferred by 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/or samples(namunas) in connection with the execution of work as per G.O.No.355-3B/656 XXXIII IBII dt. 22.6.1966.

Clause 39 During the course of construction if any necessity is caused due to any clause

or claims of work the contractor shall send registered notice to the Engineer-in-Charge within a fortnight of the origin of the claims. If fails to do so or if he postpone submission of such claims till the completion of work he will be entitled to no compensation.

- Clause 40** The contractor shall not influence the workmen directly born on Muster Roll of employed any other contractor by paying higher wages or providing extra facilities without the permission of Ex. Engineer and if he does so (contrary to the above) will be responsible for the loss of or damage or claimed by other parties and the decision of Ex. 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 specifications. The clearance of site shall be done by the contractor at his own expenses.
- Clause 42** Income tax at the rate of 2.24% shall be deducted from the bill in terms of sub-section(i) of section-194(c) Income Tax Act XVI of 1972 and as per Finance Act 1988.
- Clause 43** For family planning purpose the contractor agrees to persuade all his labour and other employees including casual labour employed by him to adopt family planning techniques (including vasectomy) on line with policies and programmes announced by State Govt. from time to time in relations to the State Govt. so far as may be applicable and to furnish to Engineer-in-Charge report in this behalf.
- Clause 44** If rates of some of the items in the Schedule B and extra items are higher than the estimated rates, then in case of variation in quantities on either side(plus or minus), the final payment will be made on the basis that the first lowest tenderer will remain the first lowest and the total payment not to exceed the sanctioned cost of work.

IRRIGATION DEPARTMENT, UTTARAKHAND

Yamuna Construction Division –2, Dehradun Sub-Division

ITEM RATE TENDER OF CONTRACTORS

Name of Work _____

Name of Contractor _____

GENEREAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for the execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of, and signed by the Sub Divisional Officer/Executive Engineer.

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

2. In the event of the tender submitted by a firm, it must be signed separately by each member there of 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 do so.
3. Receipts for payments made on account of work when executed by a firm must also be signed by all the partners except where the contractors are described in their tender as a firm in which cash 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 tenderer striking out the alternative offer on page 3 of the form not applicable to the case. Tenderers who proposed an alteration in the work or which contain any other condition of any sort, or are not filled up in English or not accompanied by the deposit receipt of earnest money notified, will be liable to rejection. Tender shall have the name of the work to which they refer written outside the envelope.

5. (i) The Executive Engineer or 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 amounts 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 there upon be given to contractor, who shall there upon for the purpose of identification, sign copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
- (ii) When tenders are received by the Sub- Divisional Officer, he will open and deal with them. in the manner specified above, and will submit them to the Executive Engineer for orders. The earnest money if in currency notes, shall be credited in the cash book and paid into the Treasury a receipt in Account Form no. 3 being given to the party tendering. If earnest money is preferred in any of the securities, specified in rule 9 it shall be entered in the register of securities, account Forms 85 and 86. Earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tender issued rejected the usual stamped 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 the Sub-Divisional Officer/Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer/Executive Engineer.
8. The memorandum of work tendered shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued.
9. The amount of earnest money should ordinarily be.

(a) When the amount of the tender does not exceed Rs. 2,000	Rs. 50
(b) When the exceeding Rs. 2,000 and not exceeding Rs. 5,000	Rs. 100
(c) When exceeding Rs. 5,000 and not exceeding Rs. 10,000	Rs. 200
(d) For each additional Rs. 5,000 or portion of Rs. 5,000	A further sum of Rs.100

Such earnest money shall be deposited by the contractor in the Government treasury or sub-treasury as laid down in paragraphs 340(b) (1), 344 and 345(b) of the financial handbook, Volume V, Part I Account Rules and the 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 money with him in cash or currency notes upto a limit of Rs. instead of into a treasury. Such deposits should be treated as "Public Works Department" Deposit.*

TENDER FOR WORKS

I or We hereby tender for the execution for the Governor of Uttarakhand of the work specified in the underwritten memorandum within the time specified in each memorandum at the rate specified therein, and in accordance, in all respects, with specification, design and instructions, in writing referred to in rule 1 here of and clause 2 of the condition of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a) If several Works are included, They should be detailed in a separate list

a) General Description

b) Estimated Cost Rs.

b) Vide rule 9 on Page2

c) Earnest money Rs.

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

c) Strike out the alternative and attach signature to it

N.B.- 1. When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the column 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 works, the column (f) should be left blank for tenderers to fill in.

Item No.	Item of work	Approximate number of quantity	Unit	Per	(e) Tendered		
					Rate _____		
					(e) Sanctioned		(f) In words
(f) In figure							
					Rs.	P.	

_____ tender at _____ percent above the rates entered
Or
-----tender at the above rates.

"I or We,"
above
Strike out
alternative and
attach
signature to it .

Should this tender be accepted..... hereby agreed at abide by and fulfil all the terms and provisions of the conditions of contract annexed to the approved set of contract documents, or in default thereof to forfeit and pay to Governor of Uttarakhand or his successor in 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 in clause 1 of the said conditions of contract.

Give particulars
and number

Date the _____ day of _____ 20

* Signature of
witness to
contractor
signature.

* _____ ** _____

** Signature of
contractor
before
submission of
tender.

Witness _____

Address _____

Occupation _____

Here enter
Recommended
or Not
Recommended.

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

Signature

Date ----- Executive Engineer, Yamuna Construction Division-2, Dehradun.

Signature

Date -----Superintending Engineer, Yamuna Civil Construction Circle, Dehradun.

Signature

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

Signature and
official
designation of
the accepting
authority

Dated-----day of-----20

YAMUNA CONSTRUCTION DIVISION-2, (DEHRADUN)

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Conditional tenders are liable to be rejected.
- 1.2 The rates tendered shall remain valid upto 90 days from the date of opening. It is expected that within this period decision regarding the acceptance of the tenders shall be made by the competent authority. The accepted rate shall be incorporated in the Bond and shall hold good for the work covered by the contract in respect of the period within which the work is completed. No market fluctuations on either side shall affect them in consideration of the Government having treated the tenderer to be an eligible person whose tender may be considered. The tenderer shall agree to the condition that proposal in response to this invitation shall not be withdrawn by the tenderer within 90 days from the date of opening of the tender and also to the condition that if there the tenderer does withdraw his proposal within said period the earnest money deposited by him may be forfeited to the Government of Uttarakhand at the discretion of competent authority.

If subsequent to the submission of the tender, any tenderer amends, alters or modifies the contents of his tenders which are not acceptable to the department then for the purpose of the conditions, the tenderer shall be deemed to have withdrawn his proposal.

- 1.3 Contractor shall be bound to pay wages to the labour which should not be less than the fair wages in the locality.
- 1.4 The tenderers are requested to write their tendered rates legible both in figures and words. In case of any difference in rates between figures and words, the rates written in words shall be considered.
- 1.5 The contractor shall arrange their own T &P equipment necessary for the execution of the work and the department does not undertake to supply them with T &P .
- 1.6 Rates quoted by the contractor shall be the rates for finished work. The contractor can employ manual labour, donkey labour and mechanical equipment. No consideration in rates shall be given for the means employed by the contractor.
- 1.7 No claim shall be entered for damage to works or materials or the loss suffered by the contractor owing to floods, rains or any other reason occurring prior to the final measurement.
- 1.8 The Engineer-in-Charge through his authorized agents shall have access to all pay rolls, records of personal, in-voice of materials or any other record relevant to the performance of the contract necessary to determine the cost of any work.
- 1.9 The contractor may be required to work in more than one shift. No claim for work done at night shall be entertained and no extra payment shall be made on this account.

2.0 POSSESSION PRIOR TO COMPLETION

- 2.1 The Engineer-in-Charge shall have the right to take possession of or use any completed part of work, such possession or use shall not be deemed as taking over of any work not completed in accordance with contract.

3.0 QUANTITIES AND UNIT PRICE

- 3.1 Payment for the prices agreed upon shall be final for the completion of work under each item of the schedule of quantities and rates and shall cover materials, supplies, labour, tools machinery and all other expenditure under those items unless otherwise specifically provided.
- 3.2 The contract prices include all taxes including Sales-tax, Income-tax, Local-Tax etc. No claim shall be entertained on account of any type of taxes paid by the contractor.
- 3.3 The contractor may use sand, Shingle and boulder obtained as a result of excavation of foundation free of cost, subject to the condition that royalty shall be paid by the contractor for the materials obtained from other sources.

4.0 SITE INVESTIGATION EXPLORATION

It shall be understood that the contractor has satisfied himself for the nature and location of work, the general and local conditions, including those having bearing upon transportation disposal, handling and storages of materials, availability of labour, water etc. or similar physical conditions at the site, the configuration and conditions of ground and quality of the surface and the sub-surface materials to be encountered, the character of equipment and facilities needed in the beginning and during execution of work and all other matter which can, in any way, affect the work or the cost thereof under this contract, any default or failure by the contractor to acquaint himself with all the information concerning these conditions will not relieve him from responsibility for the execution of the contract.

5.0 USE OF CONSTRUCTION FACILITIES

The Government may undertake or award other contractor for additional work at or in the vicinity of the work site and the contractor shall fully co-operate with such other contractor and Government employees and carefully fit in his own work such additional work in accordance with the direction of the Engineer-in-Charge. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractors or by Government employees.

6.0 ACCIDENT PREVENTION

The contractor shall at the time exercise reasonable and proper precautions for the safety of the people on the work and shall comply with the directions of current safety laws and building construction codes of the State Government as may be applicable. All machinery and equipments and the sources and physical hazards shall be guarded with the regulation of laws of the State Government and the Government of India. The contractor shall be responsible for all risks to the lives and the property of people from whatsoever cause arising out of or in connection with the execution of the works during the progress although all those reasonable and proper precautions may have

been taken by the contractor. In case the Government either alone or jointly with the contractor shall be called upon by a court of law to make good any such loss or damage or to pay compensation (including that payable under the provisions of the workman's compensation act) to any person or person sustaining damage aforesaid by reasons of any act or negligence or omission on the part of the contractor the amount which the Government may be required to pay in respect there-of and the amount of any costs of charges (including legal course and charges in connection with the legal proceedings). No claim for interest or damages shall be entertained by the Government which may incur in reference there to shall be chargeable from the contractor. Monthly report of all accidents promptly be submitted by the contractor to the Engineer-in-Charge giving such details as prescribed for that purpose.

7.0 LIEN TO WITH HOLD ANY PAYMENT DUE TO THE CONTRACTOR

The government shall have a lien on and over all or any money that may become due and payable to the contractor and also on and over the deposit of security amount or amounts under this contract which may become repayable to the contractor under the conditions of the contract in respect of any debt or sum that may become due and payable to the Government by the contractor under the provision of the Government acts or any other statutory enactment in force in modification or substitutions there of Government shall at all times be entitled to deduct the debt or sum of any due from the contractor from the money, securities or deposit, which may become payable or returnable to the contractor.

8.0 NO CLAIM FOR DELAYED PAYMENT DUE TO DISPUTE ETC.

No claim for interest or damages, shall be entertained by the Government with respect to any money or balances which may be lying with Government owing to any dispute difference, or misunderstanding between the Engineer-in-Charge and the contractor regarding payment or in any other respect whatsoever.

9.0 FINDS ON THE WORK

Any find on the site of work such as rollers or other valuable or any other minerals etc. shall be the absolute property of the Government of Uttarakhand and shall be handed over intact by the contractor to Engineer-in-Charge. The Contractor shall take reasonable precautions to prevent his workmen or any other person or persons from removing or damaging any such articles or things and shall immediately on discovery thereof and before removal acquaint the Engineer-in-Charge.

10.0 PRESERVATION OF EXISTING VEGETATION

The contractor will preserve and protect all existing vegetation such as trees adjacent to the site which do not interfere with the construction as may be determined by the Engineer-in-Charge. The contractor may be responsible for all authorized cutting or damaging of trees including damage due to careless operation of equipment stock piling of material etc.

11.0 CAMP SITE

The Contractor shall have an office near the works where notice of direction instructions from the Engineer-in-Charge may, be served. A clerk or some person shall receive such notice on behalf of the contractor.

12.0 DEATH OR BANKRUPTCY ETC.

In case the contractor dies or commits any act of bankruptcy or commences to wind up except for construction purposes or carry on its business under a receiver the executors, successors or other present in law of the state, the contractor or any such receiver. A liquidator in whom the contract may become vested shall forthwith take reasonable steps to prevent stoppage of the work having the option of carrying out subject of his or their providing such guarantees as may be required by the Government not exceeding value of the work. The time remaining being unexecuted in the event of works, the period of option under this para shall be fourteen days only provided that the above option be not exercised the contractor may be determined by the Government by a notice in writing to the contractor and the Government may exercise the same power as would have been taken out of the contractors hand.

13.0 All the work under this contract shall be carried out strictly in accordance with specification and other conditions of the contract. If any work does not conform to the requirement of this contract, the defect shall be removed within a week on receipt of notice from the Engineer-in-Charge. In case of failure to do so, the decision of the Engineer-in-Charge in respect of the rejection of work shall be final and conclusive.

14.0 If the contractor fails to remove the rejected work within the period specified as per the order of Engineer-in-Charge, the contractor shall be wholly responsible for it and expenses incurred in removing the rejected work by the Government shall be recovered from the contractor.

15.0 If any work executed under this contract does not conform to the specifications of this contract and in the opinion of the Engineer-in-Charge the sub-standard work is not detrimental to the work, the Engineer-in-Charge may accept such work as a sub-standard work. The decision of the Engineer-in-Charge in respect of any work regarding whether such work can be accepted as sub-standard work or not shall be final and binding on the contractor.

16.0 In case the Engineer-in-Charge decides to accept any work or part these as sub-standard work, the payment in respect of such works shall be made at the reduced rate. The reduction in the rates shall be decided by Engineer-in-Charge and the decision of the Engineer-in-Charge in this respect shall be final and binding on the contractor.

17.0 The contractor shall work in co-operation with the other contractors and staff and according to direction of the Engineer-in-Charge. He shall neither use any material for the construction works nor shall adopt a procedure of construction which have not been approved by the Engineer-in-Charge.

18.0 LINES AND GRADES

The contractor shall provide all assistance as may be required by the Engineer-in-Charge in giving lines and grades. The lines, grades and stakes shall be fixed by the contractor at his own expenses as directed by the Engineer-in-Charge and shall be preserved carefully by the contractor until they have served their purpose. Work shall be suspended at such point and for such reasonable time as may be required to transfer lines and to mark points for lines and grades. No compensation will be paid to the contractor for required assistance in setting line and grade or for loss of time on account of such necessary suspension of works.

19.1 The contractor shall effect supervision of the work using his best skill and intention. He should carefully study all drawings, specifications and shall immediately report to the Engineer-in-Charge for any omissions or inconsistencies which he may find. The contractor or his authorized representative shall be available at all times for supervision of the work.

19.2 The contractor when required by the Engineer-in-Charge shall attend himself or send his authorized agent or representative when measurements of the work are being done. He should also sign the M.B. in taken of acceptance of such measurements. If the contractor or his authorized agent or representative fails to attend the measurement taken at site by the deptt., it shall be treated as correct and shall be acceptable to the contractor.

19.3 Written notice shall be deemed to have been duly served if delivered in person to the contractors or his authorized agent or representative when it is intended or sent by registered post to the last business address known to him who gives the notice. All notices, order, directions, consents, authorities certificate, extension of time and the like which are to be given or may be given under this contract shall be in writing with the signature of the person authorized to give such notices etc. and unless notices etc. are so given, they shall be invalid and have no effect.

20.0 Any verbal instructions issued by officers, from time to time in connection with the change in design or specifications or otherwise which the contractor thinks entitles him for extra payment shall be got confirmed in writing by contractor. Failure to do so will not entitle him for extra payment.

21.0 MAINTENANCE AFTER COMPLETION

21.1 The contractor shall remove the defects that may develop in the work arising solely from faulty materials or workmanship for a period of six months from the date of completion.

21.2 It becomes necessary for the contractor to rectify any defect in the work under this para. The liability of the contractor to remove the defect in the work, shall remain until the end of six months from the date of completion.

21.3 Any sum or money due payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Govt.

22.0 RIGHT TO OBJECT TO PERSON EMPLOYED

- 22.1 The Engineer-in-Charge shall have the right to object to the employment or presence of any representative or other persons and labour employed by the contractor on works for incompetence, misconduct or being considered undesirable in the interest of the works. The contractor shall be bound to remove such person or persons as may have been pointed out by the Engineer-in-Charge in writing.
- 22.2 The contractor shall not be entitled for any damages or loss that may have been caused by removal of the persons as aforesaid.

23.0 ORDER BOOK & DEFAULT OF CONTRACTS IN COMPLIANCE

- 23.1 An order book shall be maintained at the site of work in which instructions shall be given to the contractor as and when necessary. These orders shall have to be signed and complied with the contractor.

24.0 SUSPENSION OF WORK

The contractor on the written order of the Executive Engineer shall suspend the progress of the work or any part there of for such time and in such manner as may be considered necessary and shall during such suspension, properly protect and secure the work so far as it is necessary in the opinion of the Executive Engineer for the purpose of work under this contract or any other work in progress for reasons whatsoever or by some default on the part of the contractor for the safety of work under this contract or other work in progress. Nothing extra shall be paid to the contractor on this account, however suitable extension of time may be granted if contractor applies for the same in accordance with the rule.

- 25.0 It is presumed that the contractor had made himself thoroughly conversant with the conditions before tendering for the work.

26.0 LIGHTING

If the work carried out in the night as per direction of the Engineer-in-Charge, the lighting arrangement around the work site shall be made by the contractor. The decision of the Engineer- in-Charge in respect of adequacy of lighting arrangement shall be binding on the contractor. No compensation shall be entertained on account of failure of electricity from any reasons whatsoever and for any length of time.

27.0 LIGHT AND POWER CONNECTION

The contractor shall himself make arrangement for the supply of electricity required by him for lighting purpose for running of machines, any expenditure in this regard shall be done by the contractor himself.

All equipment materials and work in connection with the electrical installation shall conform to the specification and rules of Uttarakhand Power Corporation Ltd. and the contractors electrical installation shall be maintained in safe and satisfactory operation. Condition in order to provide proper voltage regulations all motors used by the contractor shall be for the type approved by the Engineer-in-Charge. The contractor shall not claim any compensation for any failure of power supply. All

construction jobs and camp site of the contractor and his staff shall be suitably lighted by the contractor at his own expenses for proper execution and inspection of work.

28.0 WATER CONNECTION

The contractor shall himself make arrangement for the water supply for the construction purposes at site. No extra payment shall be made to the contractor on this account.

29.0 INSPECTION OF WORK

The departmental officers directly or indirectly in charge of the works will inspect and examine work but such inspections or examination shall not absolve the contractor of his work.

30.0 The contractor will prepare an overall programme of work in the form of PERT CHART covering procurement of material and the construction work for all major items and forward the same to the Engineer-in-Charge for approval within 15 days of date of start.

31.0 Monthly/Weekly construction programme shall be drawn up by the contractor, after considering availability of materials, work fronts and the joint programme of execution as referred to above. The contractor shall scrupulously adhere to the targets/programme by deploying adequate personnel. Construction equipment, tools and tackles and also by timely supply as per contract. In all matters concerning the extent of targets set out in the monthly/weekly programme and the degree of achievement, the decision of Engineer-in-Charge shall be final and binding on the contractor.

32.0 Income tax at the prevailing rate shall be deducted from the contractor's and sub-contractor's bills as per Income Tax Act, 1961.

33.0 During the progress of work, completed portion of any building may be occupied by the owner, if required.

34.0 All works shall be carried out as per C.P.W.D. specifications and as per direction Engineer-in-Charge.

**Executive Engineer
Yamuna Construction Division-2
Dehradun**

Yamuna Construction Division – 2
Dehradun
Schedule – C
Annexure

Statement of Cement Consumption

Sl.No.	ITEM OF WORK	UNIT	NO. OF CEMENT BAG CONSUMED
1	<u>CEMENT CONCRETE</u>		
(i)	M₂₅ (C.C. 1:1:2)	m³	12.20
(ii)	M₂₀ (C.C. 1:1.5:3)	m³	8.00
(iii)	M₁₅ (C.C. 1:2:4)	m³	6.40
(iv)	M₁₀ (C.C. 1:3:6)	m³	4.40
(v)	M₈ (C.C. 1:4:8)	m³	3.40
(vi)	M₅ (C.C. 1:5:10)	m³	2.60
2	<u>BRICK WORK</u>		
(i)	Brick Work in 1:4 C.M.	m³	1.90
(ii)	Brick Work in 1:6 C.M.	m³	1.25
(iii)	Half Brick Work in 1:4 C.M.	m²	0.2128
3	<u>CEMENT PLASTER</u>		
(i)	6 mm. thick cement plaster in 1:3 C.M.	m²	0.0734
(ii)	12 mm. thick cement plaster in 1:6 C.M.	m²	0.072
(iii)	12 mm. thick cement plaster in 1:4 C.M.	m²	0.1094
4	Random rubble stone Masonry 1:6 C.M.	m³	1.65
5	Coursed rubble stone masonry in 1:6 C.M.	m³	1.50

Note: In all other items, cement consumption shall be as per D.S.R. of C.P.W.D.

**DECLARATION OF CLOSE RELATIVES OF CONTRACTOR WORKING IN IRRIGATION
DEPARTMENT, UTTARAKHAND**

I S/o..... hereby
declare on behalf of.....that none of my/our close
relative, except as mentioned below, is working in Irrigation Department, Uttarakhand.

List of close relatives working

S.No.	Name	Designation	Present Place of Posting with complete address
1.			
2.			
3.			
4.			

SIGNATURE OF TENDERER