

(Under Paragraph 356 of the Financial Handbook; Volume VI)

# IRRIGATION DEPARTMENT UTTAR PRADESH

## BID DOCUMENT

(TECHNICAL BID AND FINANCIAL BID)

FOR

**WORKS IN DISTRICT GORAKHPUR**

**LOT NO : 01**

**NAME OF WORK : FLOOD PROTECTION WORK AT VILLAGE-SARAR FROM KM. 7.790 TO 7.840 OF CHHITAHARI THUNNI BUND ON L/B OF RAPTI RIVER IN DISTT. GORAKHAPUR.**

**EXECUTIVE ENGINEER**  
FLOOD DIVISION, GORAKHPUR.

E-Mail : [flooddivisiongkp@gmail.com](mailto:flooddivisiongkp@gmail.com)

The tenderers are advised to go through the **TECHNICAL BID AND FINANCIAL BID** documents carefully and furnish the required details duly supported by documentary evidence, as their eligibility for this contract will be decided by the tender evaluation committee on the strength of the information/documents scanned and submitted on e-portal by them.

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## **Basic Details Of Firm/Contractor**

<b>Sl. No.</b>	<b>Question</b>	<b>Replies by the Firm/Contractor</b>
1	Bidder's Name	
2	Registered office Address & E-Mail Address	
3	Tender Notice No.	
4	Lot No.	
5	Tender ID	
6	Work description	
7	Value of work	
8	Earnest money.	
9	Tender Fees	
10	Registration Class .	

## **INTRODUCTION & SALIENT FEATURES**

जनपद गोरखपुर में राप्ती नदी के बायें तट पर स्थित छितहरी थुन्नी तटबंध के किमी० 7.790 से किमी० 7.840 के मध्य ग्राम-सरार के पास बाढ़ सुरक्षात्मक कार्य ।

**INFORMATION &  
INSTRUCTION TO  
APPLICANTS  
FOR  
TECHNICAL BID**

# INSTRUCTIONS TO BIDDERS (ITB)

## **PREPARATION & SUBMISSION OF e-Bids:**

### **(1) Submission of e-Bids**

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the irrigation department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing required fee in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of e-tender document.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website [www.uplc.in](http://www.uplc.in) along with the required fee, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Online" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the 'Pay Online' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee Online payment details. After entering and saving the Processing fee details, the Bidder should click

"Encrypt & Upload" option given in the Online payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc of this e-tender document.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

## **(2) Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided (submission of e-bids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

# **COMPETITIVE BIDDING**

## **(Pre Qualification Requirement for Technical Evaluation)**

### **1.00 GENERAL:**

- 1.01. All the information must be submitted in English or in Hindi.
- 1.02. Throughout these documents, the terms "Bid" and "Tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, contract/contractor etc.) are synonymous.
- 1.03. The application should be type written or printed or written in indelible ink.
- 1.04. The applicant is advised to attach any additional information which he thinks is necessary in regard to his capabilities. No further information will be entertained after submission of tender document unless it is called for by the Tendering authority.
- 1.05. Applications are invited for complete work as detailed in the brief note of this document; the tender document in the prescribed form duly completed and signed shall be super scribed "TECHNICAL BID document for the **FLOOD PROTECTION WORK AT VILLAGE-SARAR FROM KM. 7.790 TO 7.840 OF CHHITAHARI THUNNI BUND ON L/B OF RAPTI RIVER IN DISTT. GORAKHAPUR.** Documents submitted on e-poartal in connection with TECHNICAL BID will be treated as confidential and will not be returned.
- 1.06. The bidder shall prepare one set of Technical Bid Document comprising the Bid as described in clause 8.02. These original documents should be scanned and uploaded as per clause 1.07 and 1.08 in the respective folders on e-portal. The bidders are further cautioned that during the bidding process they may be asked (through their e-mail) to produce these original documents within a certain time frame for verification or any other purpose, if the need so arise, by the "Tender Evaluation Committee" and non production of these original document's within the specified time frame may result in the rejection of the bid. It shall be the sole responsibility of the prospective bidders to check their e- mails regularly during the bidding process, failing which the Tender inviting authority shall not be liable for any responsibility.
- 1.07. The documents to be scanned and uploaded in the specified folders on or before time specified in tender notice on e-portal are Technical bid documents as per clause 8.02. All the other documents required for verification in original as per tender notice and as per requirement of this pre qualification of technical and financial bid document. All the documents required to be scanned and uploaded on e-portal, should be uploaded in correct folder prescribed for uploading, the Tender inviting authority assumes no responsibility for the misplacement or premature opening of the bid due to uploading of documents in wrong folder on e-portal.
- 1.08. The Bidders must upload all the required documents electronically on e-portal. The original Technical bid document is required to be scanned and uploaded in PDF format. The Financial bid document has to be prepared on the BOQ downloaded from e-portal and same is to be scanned and uploaded. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 6-7 MB size.
- 1.09. All the original documents which are required to be scanned and uploaded in PDF format as per clause 1.06, should be made in grayscale using the minimum readable appropriate resolution for normal eye vision of 6/6 with or without glasses. Violation of this clause regarding minimum readability for any scanned and uploaded document, required according to tender notice or N.I.T or this bidding document will result in treating that document as being not submitted and the applicant/bidder will be summarily disqualified.
- 1.10. No information will be provided, which will be violative of article 8(1)(d), 8(1)(e) and 8(1)(j) of Right to information act 2005.

- 1.11. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidders own risk.
- 1.12. Tender notice and notice inviting tender (N.I.T) are part of this document and all the rules mentioned therein should be adhered to by the applicants, and any corrigendum done to them shall be deemed to be done in this document also.
- 1.13. There might be some grammatical and spelling mistakes or typing errors while preparing this documents, such mistakes and errors if any shall be ignored and treated with their usual meaning in accordance with the dictionary meanings.
- 1.14. If some/any confusion persists regarding any rule/clause in tender notice or N.I.T or this bidding document then the explanation provided by the tender inviting authority shall be final and binding on the bidders at any stage of the tender.

## **2.00 DEFINITION:**

- 2.01 In this document the following words and expression have the meaning hereby assigned to them **Executive Engineer Flood Division, Gorakhpur.**
- 2.02 TENDER INVITING AUTHORITY-means the Governor of Uttar Pradesh acting through, the
- 2.03 APPLICANT- means the individual, proprietary firm, firm in partnership, limited company, or a corporation eligible to tender.

## **3.00 METHOD OF APPLYING:**

- 3.01 If the application is made by individual it should be signed by the individual above his full typewritten or printed name and current address.
- 3.02 If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten or printed name and the full name of his firms with its current address.
- 3.03 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten or printed or written in indelible ink names and their current address, or alternatively by a partner holding power of attorney, who shall accompany with the application, a original copy (also scanned and uploaded) of the power of attorney, registered partnership deed (scanned and uploaded from original) and current address of all the partners of the firm.
- 3.04 If the application is made by a limited company or a corporation it shall be signed by a duly authorized person holding power of attorney for signing the application in which case original copy (also scanned and uploaded) of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the Pre Qualification Technical Bid application is filled.

## **4.00 BID OPENING AND EVALUATION:**

- 4.01 Tenders will be opened and evaluated by tender opening/evaluation committee created as per the office order number 1/2000 issued by Karyalaya Pramukh Abhiyanta(Purw Anubhag), Irrigation Department vide Patrank :2612/purw Anubhag/Niwida/lucknow: dinank:July 21,2000). The recommendations of the tender opening/evaluation committee will be final and binding on Tendering authority/Tender inviting authority ie. **Executive Engineer Flood Division, Gorakhpur**
- 4.02 Folder containing required document for pre qualification should be opened and its contents compared from e-portal along with e-registration (D.S.C) of the contractor/Firm. The e-registration (D.S.C) of the contractor/Firm should be in the same name and style as mentioned in the registration certificate with the department/authorities as required according to the tender notice.
- 4.03 Any tender that fulfills fees, security, D.S.C and other relevant criteria will be marked as ADMITTED for Technical evaluation on e-portal.

- 4.04 When all the lots are opened, then summary of the proceedings will be prepared and uploaded on the e-portal.
- 4.05 After uploading summary on the e-portal the Tender evaluation process will start and end according to stipulated date and time in a confidential manner.
- 4.06 After Technical bid opening time, tenders will be opened lotwise in the serial in which they have been submitted, in the presence of tender opening/evaluation committee at the time, date and place specified in the tender notice.
- 4.07 When the Tender evaluation process will be over, then the result of all the Tenders ACCEPTED/REJECTED will be marked on e-portal and its summary uploaded before Financial bid opening day/time as decided by the tender opening committee.
- 4.08 The lowest bidder shall be asked to submit all original document before tender opening committee within time & date specified in information given to him.
- 4.09 The bidder who fulfils all the criteria and complete all the other necessary formalities, as per departmental norms will be awarded the contract.

**NOTE:**

- (i) Though tenders will be opened on stipulated date and time as per tender notice, but if any unexceptional technical and human constraints arises, beyond the scope of the department, then also bid opening and evaluation process will continue manually by tender opening/evaluation committee, and result will be uploaded on e-portal after sorting out the unexceptional circumstances, and no claims regarding any delay etc. in uploading results on e-portal will be entertained.
- (ii) Tender opening/evaluation committee will follow all the instruction as per Government Order No:566/07-27-सिं-3-08टी./84 Dated: 22.02.2007, Order No:1862/16-27-सिं-3-08 टी./84 Dated:14.12.2016, Order No:16/326/17-27-सिं-3-08 टी./84, Dated:21.04.2017, Order No:52/1439/17-27-सिं-3-07 विविध/17 Dated: 09.10.2017 and all the other relevant Government Order's issued from time to time.

**5.00 FINAL DECISION MAKING AUTHORITY:**

- 5.01 The Tender inviting authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for his action.

**6.00 PARTICULARS PROVISIONAL:**

- 6.01 The particulars of the proposed work given are provisional and must be considered only advance information to assist applicant.

<b>Particulars of Work</b>	
<b>Name of the Work</b>	<b>FLOOD PROTECTION WORK AT VILLAGE-SARAR FROM KM. 7.790 TO 7.840 OF CHHITAHARI THUNNI BUND ON L/B OF RAPTI RIVER IN DISTT. GORAKHAPUR.</b>
<b>Tendering Authority</b>	<b>Executive Engineer Flood Division, Gorakhpur.</b>
<b>Period of Completion</b>	<b>07 Days</b>
<b>cost of the work.</b>	<b>Rs. 6.52 Lakh.</b>
<b>EMD</b>	<b>Rs. 0.14 Lakh.</b>

**7.00 SITE VISIT:**

- 7.01 The applicant is advised to visit and examine the site of works and its surroundings & obtain for himself on his own responsibility all information that may be necessary for preparing the Pre Qualification Technical Bid application. The cost of visiting the site shall be at applicant's own expense.
- 7.02 The applicant and any of his personnel or agents will be granted permission by the Tendering authority to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the applicant, his personal and agent from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.

**8.00 ELIGIBILITY, CRITERIA FOR TECHNICAL QUALIFICATION (CHECK LIST FOR TECHNICAL EVALUATION)**

- 8.01 This invitation for Technical Bid & Financial bid is open to all eligible applicants registered in Uttar Pradesh Irrigation Department as Contractor of **category C or above**. Copy of departmental registration certificate to be uploaded.
- 8.02 The Technical Bid shall comprise the following in the sequence as stated below:
- (a) I.D.T-1(Copy of Character certificate issued by competent authority).
  - (b) I.D.T-2(Copy of Solvency certificate issued by competent authority).
  - (c) I.D.T-3(Self -Declaration in original as per departmental format).
  - (d) Copies of original documents defining the Construction or legal status, structure of organization, place of registration and principle place of business of the company or corporation or firm or partnership (Partnership deed)
  - (e) Affidavit '1'
  - (f) Affidavit '2'
  - (g) Details of current work in hand and other contractual commitments in Form 'A'
  - (h) The qualification and experience of key personnel proposed for administration and execution of the contract, both on and off site, in the format prescribed in Form B'
  - (i) Bid validity on Rs.100/- Non-Judicial stamp. "Rates will be valid for 90 days"
  - (j) If the name of the work, name of the contractor and signatures on ID Form No. 112 are not made before submission of bid on e-portal, the applicant will be disqualified.
- 8.03 For the purpose of this particular contract, applicants should meet the following technical bid qualifying criteria as a minimum and To qualify, applicant must have achieved as a minimum of the following performance, on the basis of the strength of the information/documents submitted by him.

S.No.	Description of Requirement	Qualifying Criteria
1	Turnover	The bidder in the same name and style as applied for the bid should have average annual financial turnover during the last 3 year, ending 31 <sup>st</sup> March of the previous financial year 2024, should be at least 30% of the <b>COST OF WORK (without G.S.T)</b> . A proper certificate of Registered Chartered Accountant in this regard is required to be submitted with Unique Document Identification Number (UDIN).
2	Financial Soundness (Profitability)	The bidder in the same name and style as applied for the bid shall submit audited financial statement Balance sheet, profit & Loss A/c supported by Income Tax Returns for the last 3 financial years ending 31 <sup>st</sup> March of the previous financial year <b>2026</b> , to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability.
3 (a)	Definition of Similar Work	The bidder in the same name and style as applied for the bid should have executed similar Work from the following:  Flood protection works/ river training works/Bund (Tatbundh) Construction Works/ Bundh(Tatbundh).
(b)	Value/Quantity of Similar Work	Experience of having successfully completed Similar Nature of Civil works during last 7 years ending last day of previous month (started after <b>01.05.2019</b> and completed within <b>30.04.2026</b> ) as below- Three Similar completed work costing not less than the amount equal to 40% of the estimated cost.  or Two Similar completed work costing not less than the amount equal to 50% of the estimated cost.  or One Similar completed work costing not less than the amount equal to 80% of the estimated cost.  Note:- 1. Experience will be updated by giving 8% simple weightage per year to bring them to Current Financial Year price level. 2. Work Experience certificate should not be issued below the rank of Executive Engineer.
4	Registration in Irrigation Department	All applicants/bidders must be registered in Uttar Pradesh Irrigation department as contractor of specified category in the same name and style as applied for the bid or as specified in tender notice.
5	Bid Capacity	The Bidder should have the Assessed available Bid capacity as per formula (2AN-B) should be greater than the Estimated Value of the work in the same name and style as applied for the bid. Bid capacity calculated by any other formula shall not be accepted and tender of bidder giving bid capacity by other formula may be rejected. A proper certificate of competent Chartered Accountant in this regard is required to be scanned and uploaded from original for this work independently. A=Maximum Value of Civil Engineering works executed in any one year during the last Five years ending 31 <sup>st</sup> March of the previous financial year <b>2026</b> (updated by giving 8% simple weightage per year to bring them to Current Financial Year price level) taking into account the completed as well as works in progress. N=Number of years prescribed for completion of the works for which tenders are invited.(period up to 6 months to be taken as half-year and more than 6 months as one year). B=Value of existing commitments i.e. agreed works with agreement number & year and ongoing works with agreement number & year to be completed during the period of completion of the project for which tenders are invited.

**NOTE:**

- (i) All applicants are requested to provide above mentioned information which is required for technical qualification bid should have been strictly based on true fact and in the same name and style. All information must have been issued from the organization, where the applicants performed their construction works in the same name and style as applied for the bid. Experience and resources in case of partnership/proprietorship firms will be considered only of the firm as a whole in the same name and style only. If partnership/proprietorship firm is older than five years then earlier turnover, experiences etc. will also be considered by giving 8% simple weightage per year to bring them to Current Financial Year price level. The individual experience and resources of the partners/proprietor of the firms with their other firms either as a proprietorship or partnership will not be considered.
- (ii) All affidavits should be signed by signing authority of bid signature of contractor is not compulsory on all pages of bid

**9.00 PRICE BIDS/ FINANCIAL BID:**

- 9.01 After evaluation of Pre Qualification, Technical Bid applications, a list of qualified tenders will be prepared. Therefore online price bids of applicants who pre qualify in pre qualification, Technical Bid shall be opened.
- 9.02 Bids shall remain valid for a period of ninety days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 9.03 In exceptional circumstances, prior to expiry of the original time limit or after the expiry of the original time limit, the tender inviting authority may request that the bidder may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension and in compliance of departmental rules prevailing at the time.

**10.00 AMENDMENT OF BIDDING DOCUMENT:**

- 10.01 At any time prior to the deadline for submission of bids, the Tender inviting authority may amend the Bidding Document by issuing addendum /corrigendum.
- 10.02 Any addendum/ corrigendum issued shall be part of the Bidding Document and shall be uploaded on e-portal and will not be communicated separately to bidders, the communication sent electronically by the e-portal will be considered sufficient in this regard.
- 10.03 It shall be the sole responsibility of the prospective bidders to check the e-portal regularly during the bidding process for subsequent amendments, if any in the bid document, failing which the Tender inviting authority shall not be liable for any responsibility.
- 10.04 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Tender inviting authority may, at its discretion, extend the deadline for the submission of bids.
- 10.05 The Tender inviting authority, at his discretion, may extend the deadline for the submission of bids, which shall be posted/up-loaded on the e-portal.

**11.00 NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

- 11.01 The bidder whose bid has been accepted by the tender evaluation committee will be notified of the award by the Tender inviting authority prior to expiration of the bid validity period in writing as per departmental norms.
- 11.02 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security and stamp duties as per departmental norms prevailing at that time.
- 11.03 The contract will incorporate all relevant correspondence between the Tender inviting authority and the successful bidder.

**FORMS AND AFFIDAVITS  
OF THE BID**

# AFFIDAVIT- '1'

**AUTHORITY TO SEEK REFERENCE FROM BANK/BID VALIDITY/MINIMUM INVESTMENT IN CASH**

(By the person/persons signing the bidding document)  
(ON NON-JUDICIAL STAMP PAPER OF RS. 100.00)

**The Executive Engineer,  
Flood Division, Gorakhpur**

**Name of Work:** .....

**Tender Notice No.:**

**Lot No.:**

Under penalty of perjury, I/We (Complete name and address)

.....certify under  
oath as such:

1. I/We understand that the tender opening/evaluation committee will decide the eligibility for the contract of this work on the strength of the information/documents submitted by me/us.
2. I/We understand that the tender opening/evaluation committee is relying on the information/documents submitted online by me/us for the purpose of determining my eligibility for the contract of this work.
3. That all the information/documents furnished with the bid documents by me/us are true in all respects.
4. That I/We have and will retain all the originals (as per clause 1.06 of the Pre Qualification of Technical and Financial Bid document) with me/us till the bidding process is finally over, and will produce them when-ever demanded by the Tender Inviting Authority during the bidding process for verification/use.
5. I/We undersigned do hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation .
6. I/We undertake that the decision of the tender opening committee shall be final & acceptable to me/us. I/We shall ask no claim in this regard against the department.

Date.....

.....  
(Signed by an Authorized Signatory/'s of the Firm)

.....  
(Title of Officer)

.....  
(Name of Firm)

## FORM - 'A'

### Work Tender for and work to be completed as on the date of Submission of Application

Name of Contractor / Firm:

Sl. No.	Name of work	Agreement number & Year	Place & Country	A- ongoing works (with agreement number & cost)			B- Value of existing commitments (with agreement number & cost)		Remarks
				Tendered cost (Cost of Works)	Cost of work remaining to be executed	Anticipated date of completion	Tendered cost (Cost of Works)	Stipulated date and period of completion	
1	2	3	4	5	6	7	8	9	10

Note: Certificate of value of actual work done in rupees of ongoing works issued by not below the rank of Executive Engineer should be attached at the time of bid application otherwise total cost of the work will be deducted in the evaluation of Bid Capacity.

Signature of Contractor/Firm

## FORM - 'B'

### Details of Personnel with the Contractor / Firm for the work cost less than 100.00 Lakh

Name of Contractor / Firm:

Sl.No.	Designation	Minimum Expected requirement	Details to be provided by Contractor / Firm		
			Name	Qualification & Date of appointment	Professional experience and detail of works carried out
1	2	3	4	5	6
1	Work Manager (Diploma in Civil Engineering)	01 No.			
2	For Administration & Management (Graduate in any Discipline)	01 No.			

Sl.No.	Designation	Minimum Expected requirement	That could be made available for work	Remarks
1	2	3	4	5
1	Number of skilled workers	03 No.		The Number of skilled workers will be increased as per the work requirement.
2	Number of unskilled workers	15 No.		The Number of unskilled workers will be increased as per the work requirement.

Signature of Contractor / Firm.....

## AFFIDAVIT- '2'

Enclosure-II

निम्न प्रारूप रू0 100.00 (रू0 एक सौ) मूल्य के नान जूडिशियल स्टाम्प पर छपवाकर रू0 1.00 का रसीदी टिकट लगाकर टेण्डरदाता द्वारा हस्ताक्षरित स्टैम्प निविदा के साथ प्रेषित करना अनिवार्य है।

किसके द्वारा टेण्डर आमंत्रित किया गया .....किस कार्य के लिए .....

.....टेण्डर नोटिस संख्या एवं दिनांक .....टेण्डरदाता का नाम .....

उत्तर प्रदेश के राज्यपाल महोदय द्वारा टेण्डरदाता को उसके टेण्डर पर विचार करने के सम्बन्ध में पात्र व्यक्ति मान लिए जाने के फलस्वरूप टेण्डरदाता एतद् द्वारा इन शर्तों पर अपनी सहमति देता है कि वह उपरोक्त टेण्डर आमंत्रित किये जाने के प्रत्युत्तर में भेजा गया अपना प्रस्ताव टेण्डर खोले जाने के दिनांक से 03 माह के भीतर वापस नहीं लेगा।

साथ ही इस शर्त पर भी अपनी सहमति देता है कि यदि टेण्डर प्रस्तुत करने के बाद टेण्डरदाता उक्त अवधि के भीतर अपना प्रस्ताव वापस ले लेता है तो उसके द्वारा जमा की गई बयाने की धनराशि उत्तर प्रदेश शासन द्वारा विवेकानुसार जब्त की जा सकती है।

टेण्डरदाता एतद् द्वारा इस बात के लिए सहमत है कि यदि अपना टेण्डर प्रस्तुत करने के बाद वह टेण्डर में कोई संशोधन, परिवर्तन अथवा अंक शोधन करें, जो विभाग को स्वीकार न हो, पूर्व वांछित शर्तों के प्रयोजनार्थ यह समझा जायेगा कि टेण्डरदाता ने अपना प्रस्ताव वापस ले लिया है।

आज दिनांक ..... को हस्ताक्षर किया गया।

हस्ताक्षर साक्षी – पूर्ण पता

हस्ताक्षर टेण्डरदाता

1.

2.

अधिशाली अभियन्ता

EXECUTIVE ENGINEER

-----

CONTRACT BOND

THIS AGREEMENT made this..... Day of..... Year  
..... between the Governor of Uttar Pradesh (hereinafter called the Government)  
represented by the ..... on the one part and Shri/  
M/s..... Any registered under Indian company Act.  
Having its registered office at ..... (Hereinafter called the contractor) on the other part.

WHEREAS the Government is desirous of starting the actual construction of these works at an  
early date for the benefit of the people and WHEREAS  
M/s..... Have offered to undertake to work as per  
specification and condition mentioned hereinafter.

NOW THEREFOR, it is agreed between the parties as follows:-

ARTICLE –I SCOPE OF WORKS:

The contractor shall perform faithfully everything required to be performed and shall furnish all the labour, materials, tools and equipment required to perform and complete in a workman like manner all the work covered by the contract documents in strict accordance with the drawings and conditions of contract, technical provisions including annexure and list of corrections and amendments to drawings and conditions of contract and technical provisions, which are part of this contract and in strict compliance with the contract documents, shall do everything required by this contract and the other documents constructing a part thereof.

ARTICLE – II PAYMENTS :

The Government will have sufficient funds in Indian currency for the execution of the works and will pay the contractor in Indian currency for the satisfactory performance of this contract and in accordance with the provisions embodied in the documents made a part of this contract.

ARTICLE – III TIME OF COMPLETION:

The work to be performed under this contract shall be commenced by the contractor within five days of the date of receipt of notice to start the works and shall be diligently executed and completed ready for handing over to the Engineer-In-charge before due date of completion.

As the work to be performed under this contract is to be done within **07 Days**. The contractor shall plan his work and arrange the machine e.g. earth moving machine (Poclain), concrete batching and mixing plant, generator, vibrator, truck, vibro compactor, pump, materials, labour, T&P etc. in such a manner that the work is commenced immediately. The work shall be diligently executed and completed within the stipulated period given in the agreement and should be ready for handing over to Engineer-In-charge before **07 Days** from the date of notice.



**स्व-घोषणा शपथ-पत्र**

(निविदा प्रपत्र के साथ शपथ-पत्र मूलरूप में संलग्न किये जाने हेतु)

मैं..... पुत्र श्री ..... निवासी  
(स्थायी पता) ..... अस्थायी पता .....  
..... का निवासी हूँ। मैं शपथ पूर्वक निम्न घोषण करता हूँ:-

निविदादाता की  
फोटो

1. मैं सिंचाई विभाग का एए/ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी सम्बन्धित प्रमाण-पत्र संलग्न किया जाये) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं सिंचाई विभाग के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. सिंचाई विभाग द्वारा जो (कार्य का विवरण लिखा जाये) ..... कराने की निविदा निर्गत की गयी है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र चरित्र प्रमाण-पत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/व्यापार कर प्रमाण-पत्र/बिड सिक्वोरिटी प्रमाण-पत्र/बिड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र अन्य सुसंगत अभिलेख आदि निविदा प्रपत्र के साथ पोर्टल पर अपलोड कर दिये गये हैं। विभाग की वाछनानुसार उन्हें मूलरूप में प्रस्तुत कर दिया जायेगा।
4. मेरा पैन नम्बर ..... है तथा आयकर विभाग द्वारा प्रदत्त नवीनतम आयकर प्रमाण-पत्र संलग्न है।
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ विवरण दिये जाये।  
(अ) मुकदमा नम्बर .....  
(ब) धारायें .....  
(स) थाना .....  
(द) जनपद .....  
(य) न्यायालय जहाँ मुकदमा चल रहा है .....
6. मैं सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया एवं अपराधी नहीं हूँ। मेरा चल-अचल कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा, कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को अधिकार होगा, कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।
9. मैं अनुबन्ध के शर्तों के अनुसार समय से पूरी गणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा कराये।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथ पूर्वक घोषण करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-  
पता-(अ) स्थायी पता (दूरभाष सहित).....  
(ब) अस्थायी पता (दूरभाष सहित).....  
(यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय)

12. मैं शपथ पूर्वक घोषणा करता हूँ, कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य को पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है, तो इसकी सूचना मैं तत्काल अधिशासी अभियन्ता और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
13. मैं यह भी घोषणा करता हूँ, कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष चल और अचल सम्पत्ति का हैसियत प्रमाण-पत्र, जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम) ..... द्वारा प्राप्त करके संलग्न किया जा रहा है। यह भी घोषणा करता हूँ, कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।
14. सिंचाई विभाग के किसी भी अवर अभियन्ता/सहायक अभियन्ता/अधिशासी अभियन्ता/ अधीक्षण अभियन्ता या अन्य कोई स्टाफ का कोई भी नजदीकी रिस्तेदार मेरे/हमारे यहाँ सेवारत नहीं है।
15. मैं या मेरी फर्म/कम्पनी जिसमें मैं स्वयं निदेशक/पार्टनर/मालिकाना हक है, ने कहीं भी कार्य किया है, कभी मेरे नाम से जूड़ी कम्पनी जिसमें मैं निदेशक/पार्टनर रहा हूँ ब्लैक लिस्टेड या दिवालिया घोषित नहीं किया गया हूँ।
16. मेरा पैन नम्बर ..... है तथा आयकर विभाग से नवीनतम कर निर्धारण वर्ष का आयकर प्रमाण-पत्र (फार्म-16) की सत्यापित प्रति संलग्न है।
17. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवास में स्व स्वस्थचित से पूरी सत्यनिष्ठता से तथा स्वेच्छा से यह शपथ पत्र लिख दे रहा हूँ। ईश्वर मेरी मदद करें।

संलग्नक:- नवीनतम आयकर निर्धारण वर्ष का फार्म-16

दिनांक:-

शपथी का पूरा हस्ताक्षर:-

पूरा नाम:-

पता:-

- नोट:-
1. यह स्वघोषणा शपथ पत्र रू0 100.00 (रू0 एक सौ) के स्टैम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।
  2. असत्य शपथ पत्र देना एक सगीन और संज्ञेय अपराध है।
  3. सम्बन्धि व्यक्ति का पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो शपथ पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

IRRIGATION DEPARTMENT UTTAR PRADESH

EXECUTIVE ENGINEER

-----

ITEM RATE TENDER  
OF CONTRACTS

Name of work.....

Name of contractor.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE  
OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of, and signed by the Superintending Engineer.  
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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 specification, 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 purposes of identification by the Sub-Divisional Officer/ Executive Engineer and approved by the authority competent to make the contract shall be available for the public inspection at the office of the Sub-divisional officer / Executive Engineer during the office hours.
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 a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4. Any contractor who submits a tender shall fill up the prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderers who 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 in English or not accompanied by the deposit of earnest money notified, will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
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 suitable form. In the event of tender being accepted, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor, who shall thereupon for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. 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 tenders are rejected after the usual 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 for shall be filled in and completed in the Office of the Sub-Divisional Officer/ Executive Engineer before the tender form is issued.
9. The amount of the earnest money should ordinarily be -
- |  |           |        |
|--|-----------|--------|
| (a) When the amount of the tender does not exceed                | Rs. 2,000 | 50.00  |
| (b) When exceeding Rs. 2,000 and not exceeding                   | Rs. 5,000 | 100.00 |
| (c) When exceeding Rs. 5000 and not exceeding                    | Rs.10000  | 200.00 |
| (d) For each additional Rs. 5,000 or portion of a further sum of | Rs. 5,000 | 100.00 |

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

Note - The 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 deposit should be treated as "Public work Department deposit."

## TENDER FOR WORK

"I" OR "We"

Hereby tender for the execution for the Governor of Uttar Pradesh of the works specified in the underwritten memorandum within the time specified in each memorandum at the rate specified therein, and in accordance in all respects with the specification, designs, drawings and instructions in writing referred to in rule 1 there of and in clause 2 of the conditions 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 sub-work are included they should be detailed in a separate list. (a) General description
- (b) Vide rule 9 on Page 2 (b) Estimated cost Rs.
- (c) Earnest Money Rs.
- (d) Time allowed for the work from date of written order to commence ..... months.

(c) 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 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 the tenderer to fill in.

Item No.	Item of work	Approximate number or quantity	Unit	Per	(e)Rate Tendered	
					(e) Sanctioned	
					(f) in figure	(f) in word
					Rs.	P.
As per Schedule "A" Bill of quantity						

\_\_\_\_\_ tender at \_\_\_\_\_ percent above/below rates entered "I" or "We" above. \_\_\_\_\_ tender at the above rates.

Should this tender be accepted I or we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed to the approved set of contract documents, or in default thereof to forfeit and pay to Governor of Uttar Pradesh or his successors in-office the sums of money mentioned in the said conditions.

Strike out the alternatives and attach signature to it.

The sum of Rs. .... is herewith forwarded in currency notes as earnest money the full value of which shall be retained by the Government on account of the security deposit specified in Clause 1 of the said conditions of contracts.

Give particulars and number.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 200

Signature of witness of contractors signature

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Signature of contractor before submission of Tenders

Date \_\_\_\_\_ Sub-Division Officer \_\_\_\_\_ Sub-Division

Here enter Recommend of not Recommended

Date \_\_\_\_\_ Executive Engineer \_\_\_\_\_ Division

Signature

Date the \_\_\_\_\_ Superintending Engineer \_\_\_\_\_ Circle

Irrigation Works

Signature

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

Signature of Official designation of the Accepting authority.

\_\_\_\_\_  
Date the \_\_\_\_\_ Day of \_\_\_\_\_ 200

## CONDITIONS OF CONTRACT

CLAUSE 1 :- The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government of Uttar Pradesh (hereinafter called the "Government") either in cash or in securities as provided in paragraphs 614 & 615 of the Financial Handbook, Volume VI, such sum as with the earnest money deposited with the tender amount to rupees ..... & where any security so deposited is not payable to bearer, the contractor shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without the consent 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 10% (Ten Percent) of all money so payable on account of security deposit until such deduction along with the sum already deposited as earnest money to be adjusted in the last deduction, will amount to be over all 10% of the face value of contract ( As per A-2-3591/10-82, Dt. 22/2/83 Read with C.E. (लेखा अनुभाग) DO. No. G-340/लेखा अनुभाग/C.W., Dt. 19.12.88 unless he is/they are exempted from payment of security deposit.

Further deposit

(i) In individual cases or has/have deposited the amount of the security at the rates mentioned above in cash or in the form of Government securities of Fixed Deposit receipts or Guarantee bonds of any Scheduled Bank of India. If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew or to furnish fresh guarantee to cover the period or time extension, if any and failure on his part to do so shall be construed as a breach of this contract and without prejudice to any other remedy provided in these conditions. The Engineer-In-charge shall have the right to withhold payment and deduct the entire security amount from any money becoming payable to the contract. The amount of the 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 work of the first rainy season comprising of month June, July, August and September is fully covered within the period of six months mentioned above the amount of security money may, if not withheld on account of breach of contract be refunded after the expiry of the first rainy season comprising of the months mentioned above or after the payment of the final bill whichever is later.

Deduction from  
Payment

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

All compensation or other sums of money payable by the contractor to Government under the term of this contract may be deducted from or realised by the sale of a sufficient part of his security deposit, or from the interest arising therefore or from any sum which may be due or may become due to the contractor by Government or on any account whatsoever and in the event of his security being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereof made good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted, from or raised by sale of his deposit or any part thereof.

Security  
depositCompensation  
for Delay

EXPLANATION :-

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

CLAUSE 2(A) :- Time is the essence of the contract. The contractor shall commence and shall complete the work covered by the tender on the dates fixed by the ..... engineer for commencement and completion of such work and shall in the interval between those dates keep the work upto the schedule 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 every day that the work is so in arrears the contractor shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer (Whose decision in writing shall be final) may decide, on the estimated cost of whole work provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of the work as shown in tender.

Compensation  
for delay

CLASUE 2(B) :- To be used instead of 2 (A) when the later is from the nature of the work Impracticable.

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

CLAUSE 3(i) :- In any case in which under any clause or clauses of this 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.

Action by  
which whole  
security deposit  
is forfeited

- a) He may rescind the contract by giving the contractor ..... days notice of rescission signed by the .....Engineer and may then take the whole of the contractor's security deposit for the use of Government as compensation for the loss caused by the contractor's default.
- b) He may after giving the contractor .....days notice in writing of his intention to do so measure up the work done by the contractor and then employ and pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work, so taken over, assessment of the compensation to be paid by the contractor. If any work is so taken over by the .....Engineer the certificate in writing of the .....Engineer or the Sub- Divisional officer as to cost and value shall be final and conclusive against the contractor. Vide G.O. No. 5645 A N/XXII I-B-550/62 dated nil.....1967.
- 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, assess the compensation to be paid by the original contractor. If the .....Engineer decides to give the completion of work to another contract, the original contractor shall pay any expenses which any be incurred in excess of the sum which have been paid to him if the whole work had been carried out by him, and a certificate in writing of the ..... Engineer or of the .....shall be final and conclusive against the original contractor as to the amount of any such expenses.
- (i) If the .....Engineer does desire to do so the work, the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract and shall not be entitled to recover or be paid or be given credit for any work thereof actually performed by him under this contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under this order shall have certified in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.
- (ii) If upon any occasion the .....Engineer abstains from exercising the powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again makes default nor shall such abstention absolve the contractor from liability to any compensation for any default which he may have made.

Contractor remains liable to pay compensation if taken under Clause 3

CLAUSE 4 :- If the .....Engineer exercises any of the powers given to him by clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the work, or the site 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 may pay or allow the contractor for the same at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the .....Engineer whose certificate thereof shall be final and if the.....Engineer does not desire to do so, the.....Engineer may by notice in writing to the contractor or his clerk, to the work foreman or other authorized agent require him to remove such tools, plants materials or stores from the premises (Within a time to be specified in such notice), and if the contractor fails to comply with any such requisition the .....Engineer may remove them at the contractor's expenses and at his risk in all respects by auction or private sale and certificate of the .....Engineer as to expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor's plants.

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

Extension of time

CLAUSE 5(A) :- The extension of time upto 50% of the stipulated period or 6 months which ever is less shall be considered and accorded by the officer accepting the tender, and the extension beyond this period shall be sanctioned by the next higher authority over the authority accepting tender (In terms modified orders)

CLAUSE 6 :- On completion of the work contractor shall send a registered notice to the Divisional Officer (hereinafter called Engineer-In-charge) giving the date of completion and shall also send a copy of such notice to the Executive Engineer/Superintending Engineer and shall request the Engineer-In-charge to give him certificate of completion. No such certificate will be given nor shall the work be considered to be completed until the contractor has removed from the premises on which the work has been executed all scaffolding surplus materials and rubbish and cleaned all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and if the contractor fails to do so, on or before the date fixed for completion of the work the Engineer-In-charge may 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 materials as aforesaid except for any sum 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.

Final Certificate

CLAUSE 7 :- In case of work estimated to cost more than rupees one thousand the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved for such purpose by the Engineer-In-charge whose certificate approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payments will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either

Payment on intermediate certificate to be regarded as advance.

preclude the Executive Engineer of Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re-erect any work on the ground that such work is bad, 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's certificate of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 8 :- If the contractor abandons, or is unable to complete the work, the ..... Engineer-In-charge 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.

Inability to complete the work

CLAUSE 9 :- When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the parts of the work in question is not in the opinion of the Engineer-In-charge, capable of measurement in which case the Engineer-In-charge may pay such lump sum as he may determine to be the value thereof, and the certificate in writing of the Engineer-In-charge shall be final and conclusive against contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.

Lump sum in estimates

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

Bills to be submitted monthly.

CLAUSE 11 :- The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-In-charge and all items in such bill shall be charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

Bills to be on printed form.

CLAUSE 12 :- If the specification or estimate or the work provides for use of any special description of material to be supplied from the Engineer-In-charge's store or it is required that the contractor shall use certain stores to be provided by the Engineer-In-charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable and for convenience of the contractor specified in the schedule hereto annexed but not so as in any way to control the meaning or effect of this contract) the contractor shall be supplied with such materials and stores as may from time to time be

Store supplied by Government.

required by him for the purpose of the contract but only for such purpose and he shall pay for the same at rates specified in the said schedule or if no rate is so specified at cost price as defined in clause 13 thereof.

All materials so supplied to the contractor will become the property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of 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 time of the completion or termination of the contractor at the specified issue rate or the current market rate whichever is less.

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

Work to be Executed in accordance with Specification drawing orders etc.

CLAUSE-12 (B) :- Provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to no or late supply of materials of store by the Engineer-In-charge for the reasons beyond his control.

CLAUSE-13 :- All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the firms with which the Director of Industries has made arrangements and if for the supply of any articles no such arrangements have been made, any such articles supplied by the contractor shall conform to such specification and/or tests, if any, 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 materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connection there with. 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 Schedule, they will be debited at the cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred on obtaining delivery of the same at the stores aforesaid, the Executive Engineer may issue materials to a contractor from existing stock if he asked for any excess of those entered in Schedule. In such cases the price charges will be stock rate or market rate whichever is greater.

Stores imported from Europe to be obtained from Government.

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

Work to be executed in accordance with Specification, drawings orders etc.

CLAUSE -16 :- The Engineer-In-charge shall have power to make such alteration in or additions to the original specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-In-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respect on which 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 of the

Alteration in specifications and designs

Do not invalidate contract.

work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-In-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder, 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 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 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 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 dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.

Extension of time in consequence of alterations

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

CLAUSE 17 :- The Executive Engineer acting on the written orders of his immediate superior, may at any time by notice in writing to the contractor either stop the work 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 for the work up to the date on which such notice is received to 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 or profit which he might have made if he had been allowed to complete all the work included in the tender.

No compensation for alteration in or restriction of work to be carried out.

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 or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within a specified period of time .

Action and compensation payable in case of bad work.

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

CLAUSE 18(A) :- Government shall have the right to accept at the reduced rate substandard or defective work, and to cause and audit any technical examination of work and running and final bills of the contractor including all supporting vouchers, abstract etc., to be made before or after the payment of the final bills and if as a result of such acceptance of sub-standard or defective work, audit and technical examination, any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by Government to the contractor.

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

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

CLAUSE- 19 :- (B) The contractor shall pay to his labourers a fair wage.

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

CLAUSE- 19 :- (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the state of Uttar Pradesh and Madhya Pradesh including the Minimum Wages Act or 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 Uttar Pradesh/Madhya Pradesh and the rules and regulations made there under or any amendments or modifications 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 claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender.

In every case in which by virtue of the provisions of the labour laws in force in the state of Uttar Pradesh/Madhya Pradesh and the rules and regulations made there under, the Government is obliged to pay any sum in the execution of the work. Government will recover from the contractor the amount so paid, and without prejudice to the other rights of the government, the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by government to the contractor whether under this contract or otherwise.

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

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

CLAUSE- 19 :- (G) The labour employed through employment exchange will be kept apart 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 labour to the exchange. Vide G.O. 1318-IBD-50/XXIII-1B-89-B-123W, Dated 26.05.1950

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

Notice to be given before work is covered up.

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

Direction of work.

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

CLAUSE 23 :- If the contractor, or his work people or servant shall break, deface, injure or destroy any part of building on or 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 or if any damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of Engineer-In-charge 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 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.

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

CLAUSE 24 :- The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-In-charge's stores) plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other document forming part of the contract as referred to in these conditions or not, or which may 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 works man with the

Contractor to supply plants, ladders, scaffolding etc.

And liable for damages arising from non-provision of light,

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 material at any time. If the contractor fails to do so the same may be

fencing etc.'

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 expense of defense 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 maybe awarded in any such suit, action or proceeding to any such persons or, which may with the consent of the contract 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.

Female labour not to be employed.

CLAUSE 26 :- The contractor shall not assign or sub-let the contract without the written approval of the .....Engineer, and if the contractor does or attempts to do so or becomes insolvent or commences any insolvency proceedings or make attempts to make any composition with his creditors, or if he or any of his servant or agents either directly or indirectly, gives offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employments or if any such officer or person shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the government the ..... 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 Government and the same consequences shall ensure as if the contract has been rescind under clause hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

work not to be sub-let contract may be rescinded and security deposit forfeited if subletting, bribing or contractor become insolvent.

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

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 damages or loss sustained.

CLAUSE 28 :- In the case of 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.

Changes in constitution of firm.

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

Action where no specification is given.

CLAUSE 30 :- In these conditions unless there is something in the subject or context repugnant to such an interpretation, the expression work or works 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.

Definition of work.

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

contractors percentage whether apply to net or grass amount of bills (strike out this clause in the case of an item rate contract.)

CLAUSE-32 :-

- I- In every case in which by virtue of the provisions of section 12 sub-section (I) of the Workmen's Compensation Act, 1932, Government is obliged to pay compensation to workmen employed by the contractor by any sub-contractor from him in the execution of the work. Government will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Government under, section 12 sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security 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.
- II- Government shall not be bound to contest any claim made against it under section 11, 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.

Compensation  
to workmen.

CLAUSE 33 :- Notwithstanding anything stipulated in the aforesaid clause, government shall have power to retain any sum due to the contractor (s) and sell of all claims against him (them) whether arising out of the particular contractor out of any other transaction or contract held by him (them) alone or in partnership with others.

CLAUSE 34(A) :-

- I- If the contractor considers any record or ruling of the Engineer-In-charge or his representative in respect of any of the provisions of this contract to be unfair or considers any work demanded by him, to be outside the requirement of the contract, he shall immediately ask upon such record or ruling being made or such work being demanded, in writing for written instructions or decisions on receipt whereof, he shall proceed without any delay, to confirm to the record or ruling or to perform the work demanded and within 15 days after date of receipt of the written instruction or decision, he may file written protest to the Engineer-In-charge stating clearly and in detail the basis of his objection. Except for such protest objections as or made on record in the manner herein specified and within the limit stated, rulings, instruction or decisions of the Engineer-In-charge shall be conclusive and binding on the contractor.
- Instructions and/or decisions of the Engineer-In-charge contained in letter transmitting drawing to the contractor shall be considered as written instructions, decisions, subject to protest or objection as herein provided.

CLAUSE 34(A) :-

- II- 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) (i) the contractor in accordance may within twenty eight (28) days after receiving notice of such decision, give notice in writing to the Engineer-In-charge requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point 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 the contractor.

CLAUSE 34(A) :-

III- Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitrator of ..... or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that had to deal with the matters to which the contractor relates and that in the course of his duties as Government servant had expressed views on all or any 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 ..... shall either enter upon the reference himself or appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it was left by his predecessor. No person other than a person appointed aforesaid should act as arbitrator and if for any reason that is possible, the matter is not to be referred to arbitrator at all.

That the party invoking the arbitrator shall specify the dispute or disputes to be referred to arbitrator together with the amount or amounts claimed in respect of each disputes.

Subject as aforesaid the provisions of the “Arbitration and conciliation Act 1996” any statutory modification or re-enactment thereof and the rules 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.

CLAUSE 34(A) :-

IV- If work under the contract has not been complied when a dispute is re-constituted during the arbitration proceedings and no payment due to the contractor within the provision of the contract shall be withheld on account of arbitration proceedings unless authorized or required by the arbitrator.

CLAUSE 34(A) :-

V- The cost of such arbitration shall be born by the parties or party as decided by the arbitrator.

CLAUSE 34(B) :- Every dispute, difference or question which may arise between the parties here to or any person claiming under them, touching or arising out or in respect of this deed or the subject matter there of shall be referred to the arbitration of or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in disputes or difference. In the event to the arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason..... shall either upon the reference himself or appoint another person to act as arbitrator. Such person shall act from the stage it was left by his predecessor.

CLAUSE 34(B) :-

II- 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 arbitrator at all.

CLAUSE 34(B) :-

III- The party invoking the arbitrations shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of such dispute.

Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment there and the rules 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.

CLAUSE 35 :- Quantities are liable to variation on either sides to any extent without entitling the contractor to compensation on this account.

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

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

CLAUSE 38 :- No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of work as per G.O. N.355-3B/66 XXIII-IB-II dated 22-06-1966

CLAUSE 39 :- During the course of construction if any emergency is forwarded due to any clause or claims of works the contractor shall send a registered notice to the ..... Engineer-In-charge within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claims till the completion of work, he will not be entitled to any compensation.

CLAUSE 40 :- The contractor shall not influence or direct labour borne on the muster roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Engineer-In-charge and if he does so contrary to the above, will be responsible for the loss of or damage caused or claimed by other parties and the decision of the Engineer-In-charge 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 and surcharge (If any) as per rules shall be deducted from the bill in terms of sub-section (i) of section 194 (c) of income tax Act, XVI of 1972.

CLAUSE 43 :- FOR FAMILY PLANNING PURPOSE IN CONTRACT - The contractor agrees to persuade all his labour and other employees, including casual labour employed by him, to adopt family planning techniques (including Vasectomy and Tubectomy) in lines

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

Schedule showing (approximate) materials to be supplied from I.D. Store or works contracted to be executed and the rates at which they are to be charged for vide clause 12 of conditions

Particulars	Rate at which the materials will be charged to the contractor	Place of delivery
	As per Schedule "B"	

Signature of Contractor

Sig. of Sub-divisional officer

Executive Engineer

***GENERAL  
DEFINITIONS***

## GENERAL DEFINITIONS OF TERMS USED IN CONTRACT

### 1.00 GENERAL :

These conditions shall be in addition to the conditions contained in I.D. form No. 111 attached. If any of these conditions are found to be in conflict or inconsistent with the conditions of contract (I.D. form No. 111) the latter shall prevail.

### 2.0

#### DEFINITIONS :

For the purpose of this contract special conditions, schedules, technical specifications and annexures there to including list of corrections and amendments, the following words will have the meaning herein assigned to them.

2.01 The 'Governor' shall mean the administrative head of the State of Uttar Pradesh, nominated by the President of India from time to time.

### 2.02

The 'Chief Engineer' shall mean the **Chief Engineer (Gandak) Irrigation dept. U.P. Gorakhpur..**

### 2.03

The 'Superintending Engineer' shall mean the **Superintending Engineer Gandak Flood Circle, Gorakhpur.**

### 2.04

The Executive Engineer shall mean the Executive Engineer of **Flood Division, Gorakhpur.**

### 2.05

Engineer-In-charge shall be designated by Superintending Engineer at the time of issuing acceptance of tender or while signing contract. After the tender has been accepted by competent authority of the department on behalf of the Governor of Uttar Pradesh, all orders or instructions given by the Engineer-In-charge shall be deemed to have been issued on behalf of the Governor of Uttar Pradesh.

### 2.06

The word contract shall mean the agreement in I.D. form No. 112 and all its component parts such as technical specifications, drawings etc. including the list of corrections and amendments, if any.

### 2.07

The 'Contractor shall mean the tenderer, whether firm, registered company partnership or an Individual, whose tender has been accepted by the Govt. or by officer duly authorized on behalf of Government and shall include such heirs, the legal representatives, successors and assignees of the contractor.

- 2.08 The work 'Specification' shall mean collective all the terms and stipulations contained in the conditions of contract, special conditions, if any technical specifications and annexure there to including the list of corrections / amendments.
- 2.09 The word 'Drawing' shall mean collectively all the accompanying general drawing if any as well as detailed drawing which may be issued by the Engineer-In-charge from time to time .
- 2.10 The word 'works' wherever used in this contract shall be held to comprises not only works of construction but also all accessories there to and all matters and things, pertaining to the work executed or to be carried out under the contract.
- 2.11 Wherever figure are shown after the word 'Elevation or reduced level' or an abbreviation there of shall mean the height in meters above sea-level.
- 2.12 Word herein use in singular number includes the plural and in the plural the singular.
- 2.13 **APPROVED / APPROVAL :**  
Means approval in writing.
- 2.14 **CONSTRUCTION PLANT :**  
Means all equipment, appliances or things of what so ever nature required for the execution, completion or maintenance of works or temporary works but does not include materials or other things intended to form or forming part of permanent work.
- 2.15 **GOVERNMENT :**  
Means Government of Uttar Pradesh, Department of Irrigation, Employer or owner.
- 2.16 **I. S. S. :**  
Means Indian standard specifications.
- 2.17 **DAY :**  
Means a day from mid – night to mid-night.
- 2.18 **MONTH :**  
Means from the beginning of a given date of calendar month to the end of proceeding day of the next calendar month.
- 2.19 **WEEK :**  
Means Seven consecutive days.
- 2.20 **RUPEES :**  
Means Rupees of Indian Currency.

2.21 **SITE :**

Means the land and other places on, under, in or through which the works are to be executed or carried out and any other land or places provided by the Department for the purpose of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.

2.22 **TEMPORARY WORK:**

Means all temporary works of every kind required for the performance of the contract.

2.23 **INTERPRETATIONS:**

Words importing the singular only also include the plural, he includes she and vice versa this is repugnant to the context.

Wherever the term “specification” is used apart from specified standard specifications, it shall mean the specification or plan prepared for a particular site as instruction to the contractor in executing that item of work.

2.24- **PERIOD OF COMPLETION :**

The period of completion shall be **15 Days** from the date of the order of commencement of work

2.25- **LANGUAGE OF THE CONTRACT :**

All written material and correspondence in connection with the contract shall be in English or Hindi.

***GENERAL  
CONDITIONS  
OF CONTRACT***

## **GENERAL CONDITIONS OF CONTRACT**

**1 NOTICES AND INSTRUCTIONS :**

The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent or site representative or sent by registered letter to the site or sent by registered letter to the site office, or to the address of the firm as provided by the contractor.

**2 TOOLS, PLANT AND EQUIPMENT :**

The contractor shall provide at his own expense all tools, plant and equipment required for the execution of the work. All the T&P, equipment, personal etc. as listed by the contractor in pre-qualification bid shall be deemed to be available at site for construction purpose.

**3. PURPOSE OF DRAWING AND SPECIFICATIONS AND PERFORMANCE THERE TO :**

The contract drawing read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of material to be used.

The works shall be carried out in accordance with the directions of Engineer – in – charge, in accordance with the drawings and specifications, which form part of the contract and in accordance with such further drawings, details and instructions as may, from time to time, be given by the Engineer – in – charge.

It shall be the responsibility of the contractor to promptly bring to the notice of the Engineer-in-charge any error or discrepancy in the contract documents and obtains his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling the drawing. In case of any discrepancy between the description of items in the schedule of the quantities and the specifications, the latter shall prevail. In case any feature of the work is not fully described and set forth in the drawings and specifications, the contractor shall forthwith apply to the Engineer-in-charge for further instructions, drawings or specifications. Any delay in providing drawing, specification to contractor shall not be liable to be claim by the contractor, in such case only the justified time extension shall be granted.

**4- MODIFICATION**

The Engineer-In-charge may order modification at any time before the completion of work. No modification shall be made unless so ordered. For all modification, the Engineer-In-charge will issue revised plans, or written instructions or both.

**5. SIGNED DRAWINGS – NO AUTHORITY TO THE CONTRACTOR:**

Signed drawings alone shall not be deemed to be an authority for work unless it is entered in the agreement or schedule of drawings under proper attestation of the contractor and the Engineer-in-charge or unless it has been sent to the contractor by the Engineer-in-charge with a covering letter confirming that the drawing is an authority for work in the contract.

**6. PLANS AND DRAWINGS**

The contractor shall submit the following information, in triplicate, to the Engineer-In-charge for approval within the time stipulated against each item noted below:-

- a) General layout plan of construction plant and equipment for the execution of work within three days from the dated of notice to proceed with the work
- b) Drawing or prints showing the location of the major plants and other facilities which he propose to put up at the site, including any changes in the general layout, at least fourteen days prior to the commencement of the respective work.

**7. CONSTRUCTION PROGRAMME /SUPPLYING PROGRAMME**

The contractor shall submit a detailed weekly construction / supplying program till completion including the requirements of materials to be supplied by the Government within seven days from the date of issue of notice to proceed with the work. This program may be reviewed and revised at the beginning of each month.

**8. REFERENCE MARKS AND BENCH MARKS :**

The basic centre lines, reference points and bench marks will be fixed by the department. The contractor shall establish at his cost, at suitable points additional reference line and bench marks as may be necessary. The contractor shall remain responsible for the efficiency and accuracy of all his bench marks and reference lines.

He shall take precautions to see that the lines, points and bench marks fixed by the departments are not disturbed by his work and shall make good any such damage.

9. **SUPPLY OF MATERIAL BY THE DEPARTMENT :-**

The quantities of materials to be supplied by the Government shown in schedule 'C' are approximate. The quantity actually required for main work and reasonable requirements for all preliminary and enabling work incidentals to the work will be supplied by the Department as per stipulations in the schedule. The Engineer – in – charge may permit the contractor to use his own materials in lieu of the materials to be furnished by the Department as indicated in the schedule subject to such stipulations as the Engineer – in – charge may indicate.

The contractor shall be responsible for all transport and storage of the materials from the place of issue and bear all related costs. The Engineer – in – charge shall be entitled at any reasonable time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as be required.

The materials issued to contractor and not used on the works shall remain the property of the Department. The contractor shall not remove such material from the site without the prior written approval of the Engineer – in – charge.

The contractor shall place firm indent for his monthly requirement of these materials at least one month in advance.

The contractor shall keep as accurate record of Departmental materials used on the works in a prescribed manner

Whenever materials issued to the contractor are in excess of the requirement the contractor shall return such surplus materials to the place of issue at his cost. The materials returned by the contractor shall be credited to him at the rates at which they were originally issued less the value of any deterioration or damage which may have been caused to the said materials while in the custody of the contractor. On completion of the work, if the contractor fails to return the surplus materials, the Engineer – in – charge, may charge him for such surplus materials not returned at double the issue rates or the punitive rate mentioned in Schedule 'B'

10. **MATERIALS AND WORKMANSHIP:**

(a) **Quality:** All materials, articles and workmanship shall be of the most suitable quality for the work.

(b) **Test, Inspection, Rejection of defective materials and work :**

The contractor shall without any extra cost provide samples and cooperate in the testing of materials and inspection of the works.

The engineer-in –charge shall have access at all times to the places where materials are being stored for use under the contract, and determine that the work is proceeding in accordance with the drawings and specifications.

The Engineer-In-charge may reject at stage, any work which he considers to be defective in quality and he shall not be debarred from rejecting wrought materials by reason of his having previously passed them in an unworked condition. Any portion of the work or materials rejected shall be removed from the work site at the contractor's expense, upon written instruction to that effect by the Engineer-In-charge. Replacement of such work or material shall be made at the contractor's expense.

In lieu of removing the work or materials which are not in accordance with the contract, the Engineer-In-charge may allow such. Work or materials to remain, and in that case such work may be paid at the reduced rates as may be decided by the Engineer-In-charge.

(c) **Covering of Works:**

No Work shall be covered up or put out of view without the approval of the Engineer-In-charge and the contractor shall afford full opportunity for examination and measurement of such work before it is covered up or put out of view. The contractor shall give due notice to the Engineer-In-charge whenever such work is ready for examination and Engineer-In-charge shall within a reasonable period, arrange for examination and measuring such work, unless he considers it unnecessary and advises the contractor accordingly.

(d) **Opening of Works and Inspection:**

The contractor shall at the request of Engineer-In-charge open for inspection any work covered up. in the case of works so opened up the Engineer-In-charge shall promptly, after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection thereof to be made. Should the contractor refuse or neglect to comply with such a request, the Engineer-In-charge may cause such work to be opened up. If the said work has been covered up in contravention of the Engineer-In-charge's instructions or if on being opened up. Works are not found in accordance with the contract requirements, the expenses of opening and replacing it shall be borne by the contractor If the work has not been covered up in contravention of such instructions, or if on being opened up, it is found to be in accordance with the contract requirements, the expenses shall be borne by the Government.

(e) **Contractor's Superintendence and Supervision:**

The contractor shall provide all necessary superintendence during the execution of the works and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligations under the contract. The contractor or a competent authorized agent or representative will be approved in writing by the Engineer-In-charge, which approval may be withdrawn at any time. Competent authorized agent or representative is to be constantly present on the works and shall give his whole time to the superintendence of the same.

The contractor shall provide and employ sufficient number of qualified men for supervision on all aspects of work.

(f) **Construction Plant:**

The contractor shall provide and install necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which will ensure the completion of the work within the time specified.

(g) **Setting Out Works:**

The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by the Engineer-In-charge and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments, and shall cooperate with the Engineer-In-charge to check all alignments, grades, levels and dimensions. Such checking shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

11. **INFORMATION AND DATA:**

The information and data furnished herein relative to the work and site conditions are general. It shall be the responsibility of the contractor to fully acquaint himself with the nature and the location of works, quarries, local conditions and other aspects which are relevant to the work.

12. **PROTECTION OF ADJOINING PREMISES:**

The contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of these works and make good his cost, any other damage.

13. **LOCAL ROADS:**

In addition to existing public roads near the site of work and the roads constructed by the government, the Contractor may construct and maintain additional roads as required at his own expense.

14. **REMOVAL OF CONTRACTOR'S MEN:**

The contractor shall, on the written direction of the Engineer-In-charge immediately remove from the works; any person employed thereon who may, in the opinion of the Engineer-In-charge be incompetent or has misconduct himself. Such Person shall not be employed again without the written permission of the Engineer-In-charge.

15. **CERTIFICATE OF COMPLETION OF WORK :-**

As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-In-charge and within one month of receipt of such notice, the Engineer-In-charge shall furnish the contractor with a certificate of completion or otherwise, inform him in writing of the reason for not granting the certificate.

16. **TOLLS AND DUTIES:-**

The contractor shall, unless otherwise specifically provide in the contract, pay all duties, tolls, quarry fees, royalties and other taxes on all materials and that he may use.

17. **OLD CURIOSITIES:-**

All old curiosities, relics, coins, minerals, and any other item of archaeological importance found in excavation or pulling down be the property of the Government and shall be handed over to the Engineer-In-charge. Should any structure be uncovered, the Engineer-In-charge's instruction shall be obtained before its demolition or removal.

18. **ENGINEER-IN-CHARGE**

It shall be accepted as an inseparable part of the contract in matters regarding materials, workmanship, removal of improper, interpretation of the contract drawings and contract specifications, of procedure and the carrying out of the work, the decision of the Engineer-In-charge, which shall be given in writing, shall be final and binding on the contractor. The Engineer-In-charge's final authority applies to technical considerations and does not include decisions regarding sums due to or recoverable from the contractor or extension of time.

19- **OTHER CONTRACTORS:-**

When two or more contractors are engaged on work in the same vicinity, they shall work together in a spirit of cooperation and accommodation. The contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other contractors in the neighbouring and the project localities. In case of any difficulties amongst the contractors, the Engineer-In-charge shall direct the manner in which each contractor shall conduct his work so far as it does not affect the others.

20- **OTHER WORKMEN :-**

The Engineer-In-charge shall have full authority to depute workmen on the work site execute other works not included in the contract. The contractor shall afford every reasonable facility, during working hours, to enable such workmen to carry out the works provided that such works shall be carried out such a manner as not to impede the progress of the work included in the contract. The contractor, however, shall not be liable for any damage which may happen to or be occasioned by such other works, provided he complies with the instructions in connection therewith and provided that the damage is not caused by the contractor or his workmen.

21- **SCHEDULE OF QUANTITIES:-**

Variation in the quantities of work in the bill of quantities shall not vitiate the contract. The quantities may vary up to any extent on either side. The payment of increased or decreased quantities will be made as per rates given in the agreement. If the quantities of items to be executed vary on account of changes in design, drawing or any other reasons, a cost comparative statement shall be prepared for finally executed quantities based on the rate of various tenders received. The amount of final payment to the contractor shall not exceed the amount of first lowest thus calculated in the comparative statement. Excess amount, if any, shall be recovered from the contractor.

22- **EXTRA ITEMS :-**

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra item of work as directed by Engineer-In-charge if any extra item does not find place in the schedule of bids, it shall be analyzed according to schedule of rates prevalent for the circle. In case the extra item cannot be analyzed on the basis of circle rate, then a sample work shall be done & rates be analyzed as per actual and shall be paid to the contractor. In the event of dispute, the decision of the Supertending Engineer shall be final and binding on the contractor.

23- **PAYMENTS AND CERTIFICATES:**

Payment for the work done by the contractor will be based on measurements recorded and various stages of the work. The contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement book or level field book in token of their acceptance.

If for any reason the contractor or his authorized agent is not available and the work is suspended by the Engineer-in-charge to avoid recording of measurements during the absence of the contractor or his authorized representatives, the department shall not entertain any claim from the contractor for any loss account. If the contractor or his authorized agent of representative does not remain present at the time of such measurements after the contractor has been given a three days notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the contractor.

Payment will normally be made to the contractor at monthly intervals, for monthly payments the contractor shall submit the first monthly bill for the work accomplished and measured to the Engineer-In-charge on or before the last day of the month. The Engineer-In-charge shall thereafter verify the claims in the bill and, as far as possible, arrange for payment to be made within ten days of presentation of bill.

For monthly billing, the contractor shall submit the first monthly bill for work accomplished but not necessarily measured on or before fifteenth day of the month.

On completion of the entire work, the contractor will submit his final bill. Payment of his bill shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liabilities arising from any defects.

All interim payments shall be treated as advance payments. All payments shall be made by online mode in A/C.

24- **RECOVERIES:**

Any recovery advised by the government Agency/ T.A.C. Shall be recovered from any bill or money received from this contract or contractor.

25- **RELEASE OF CLAIMS:**

After completion of work and prior to final payment, the contractor shall furnish to the Engineer-In-charge, a release of claim against the government, arising out of the contract, other than claims specifically identified, evaluated and expected from the operation of the release by the contractor.

26-

**LABOUR:**

The contractor shall not employ in connection with the works any person who has not completed his fifteenth year of age.

The contractor shall furnish to the Engineer-In-charge information on the various categories of labour employed by him in the form and at such intervals as may be specified.

The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulation as applicable to them in regard to all matters provided therein and shall indemnify the government in respect of all claims that may be made against the government for noncompliance thereof by the contractor.

Notwithstanding anything contained herein, the Engineer-In-charge may take such actions as maybe necessary for compliance of the various labour laws and recover the costs thereof from the contractor.

In the event of the contractor committing a default or breach of any of the provisions of the labour laws and rules and regulations as applicable, the contractor shall without prejudice to any other liability under the acts, pay to government a sum not exceeding rupees one hundred per day for each day of default subject to a maximum of one percent of the contract amount.

27.

**SAFETY PROVISIONS:**

The contractor shall arrange for the safety in his operation as required including the provisions in the safety manual published by the central water and power commission, New Delhi, (January 1962 edition). In case the contractor fails to make such arrangements the Engineer-In-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.

For failure to comply with the provisions of the safety manual the contractor shall without prejudice to any other liability pay to government a sum not exceeding rupees one hundred per day for each day of default.

28.

**CONTRACTOR DYING BECOMING INSOLVENT, INSANE OR IMPRISONED:**

In the event of the death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in one issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor's dues to government, to the persons entitled to receive and give a discharge for such payment.

If the contractor, is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them of being a partnership firm becomes dissolved or being a corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the government shall be at liberty:

- (a) To give such liquidator, receiver, or other person in whom the contract may become vested the option of carrying out the contract or a portion thereof to be determined by the government, subject to his providing an appropriate guarantee for the performance of such contract, or.
- (b) To terminate the contract forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further actions provided in the clause "Default by contractor" treating as if this termination is ordered under that clause.

29.

**FORE CLOSURE OF WORKS BY GOVERNMENT:**

If at any time after award of the contract the government for any reason whatsoever does not require the whole or any part of the works to be carried out, the Engineer-In-charge shall give notice in writing to that effect to the contractor. The contractor shall not have claim to any compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such works.

Thereupon, the contractor shall be paid at contract rates for works executed and in a reasonable amount as certified by the Engineer-In-charge for the items hereunder mentioned which could not be fully utilized on the work because of the foreclosure.

- (a) Preliminary site work such as temporary access roads, temporary labour huts, staff quarter and the site offices, storage accommodation and water storage tanks.
- (b) Contractor's materials either brought to site or for which the contractor legally bound to accept delivery from the suppliers, provided, however, that the quantities of such materials are not in excess of reasonable requirements of works. If the contractor wishes to take away some of the materials, the Engineer-In-charge may permit him to do so.
- (c) Materials supplied by the Government except for normal wastage shall be returned at rates at which these were originally issued less allowance for any deterioration or damage which may, have been caused while those materials were in the custody of the contractor. The contractor shall also be paid the cost of transporting such materials from Government stores to the site and from the site to Government stores, as the case may be.

- (d) Transporting of contractor's tools and plants from the contractors permanent stores to site and from the site to the contractor's permanent stores.
- (e) Mobilization and repatriation of and repatriation of contractor's site staff and imported labour.  
The contractor shall, if required by the Engineer-In-charge furnish his books of account and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

30. **DEFAULT BY CONTRACTOR:**

If the contractor shall neglect or fail to proceed with the works with due diligence or he violates any of the provisions of the contract, the Engineer-In-charge may give the contractor a notice, identifying deficiencies in performance and demanding corrective action, Such notice shall clearly state that it is given under the provisions of the clause. After such notice is given, the contractor shall not remove from the site, any plan, equipment and materials. The government shall have a lien on all such plant, equipment and materials, from the date of such notice, till the deficiencies have been corrected.

If the contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice, the Engineer-In-charge will terminate the contract in whole or in part. In case the entire contract is terminated. The amount of security deposit together with the value of the work done but not paid for shall stand forfeited by the government .the plant, equipment and materials held under liens shall then be at the disposal of the Government.

The Engineer-In-charge may also take possession of the whole or part of the works site, plant, equipment and materials bought or placed thereon and cause the whole or part of the work to be completed by utilizing them through other agencies shall be credited to the contractor at his contract prices.

One completion of such works if the expenses incurred for carrying out such work, as certified by the Engineer-In-charge, are in excess of the value of the work credited to the contractor, the difference shall be paid by the contractor to the Government. He shall also be liable for the liquidated damages under the contract.

The Engineer-In-charge may direct that part or the whole of such plant, Equipment and materials be removed from the site within stipulated period. If the contractor fails to do so, the Engineer-In-charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the work and settlement of amounts, the lien by the government on the contractor's plant, equipment and balances of materials shall be released.

Termination of the contract either in whole or in part shall be adequate authority for the Engineer-In-charge to deem discharge of the obligation from the guarantors of the security for performance.

31. **FORCE MAJEURE:**

Neither party shall be liable to the other for any loss or damages occasioned by or arising out of acts of God, such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to, general strikes, invasion the act of foreign countries, military or warlike operations before or after declaration of war rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

32. **ASSIGNMENT OF CONTRACT.**

Assignment of the work to someone under the contract is not permissible.

33. **SUBLETTING:**

The contractor shall not sublet without the written consent of the Engineer-In-charge any portion of the contract. Any subletting shall in no way absolve the contractor of any of his responsibilities under this contract.

34. **EXTENSION OF TIME:**

Time shall be considered as the essence of the contract. If however, the failure of the contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Government in supplying the materials or equipment, it has undertaken to supply under the contract or from delay is in handing over sites or from increase in the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

35. **CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL:**

All documents, correspondence, decision and order concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

36. **CONSTRUCTION /SUPPLYING SCHEDULE OF WORKS:**

The time limit for completing the work is Eighteen month from the date of the order for the commencement of work .The progress of the work shall be maintained generally as per following time schedule.

1. 25% of the work to be completed in  $\frac{1}{4}$  of time.
2. 55% of the work to be completed in  $\frac{1}{2}$  of time.
3. 85% of the work to be completed in  $\frac{3}{4}$  of the time.
4. Balance of the work to be completed within time allowed

***SPECIAL  
CONDITIONS  
OF CONTRACT***

## **SPECIAL CONDITIONS OF CONTRACT**

### 1. CONTRACTOR:

After acceptance of the tender and deposition of the initial security by the contractor, the formal agreement shall be entered into between the contractor and the Department on the contract form enclosed here with whereupon the contract will become operative.

After the tender has been accepted, all orders or instructions to the contractor shall be given by the Engineer-in-charge or his authorized representative on behalf of the Government.

### 2. SITE INVESTIGATIONS:

It shall be understood and agreed that the contractor has satisfied himself as to the nature and location of the work, approach to site, the general and local conditions including those bearing upon transportation, disposal, handling and storage of materials, availability of labour, weather conditions or similar physical conditions at the site, the configuration and condition of ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the work and all other matters which can in any way affect the work or the thereof under this with all the information concerning conditions will not relieve him from the responsibility for the execution of this contract.

### 3. RIGHT OF WAY:

The contractor shall submit to the government within a reasonable time after the award of the contract the details of land required by him for the work at site and should any private land which has not been acquired, by the contractor for his use, the same will be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

### 4. 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, survey stakes and bench marks shall be fixed by the contractor, at his preserves carefully by the contractor until they have served their purpose. Work shall be suspended at such points and for such reasonable compensation shall be paid to the contractor for time required to transfer lines and to check them, no compensation shall be paid to the contractor for time required to contractor for required assistance in setting and checking grades or for loss of time on account of such necessary suspension. The contractor shall be responsible for remarking the detail lay-out of works and for correction of level of various constituents work as mention in the drawing or as specified by the Engineer-in-charge.

### 5. RISKS:

The contractor shall be the insurer of the Government's agent and employees against any and all of the following risks, whether they arrive out of the acts of commission or omission of the contractor or third persons excepting only those risks which result from affirmative, with full acts done by the Engineer-in-charge subsequent to the submission of the contractor's proposals :

(a) The risk of loss or damage to the work prior to the issue of the certificate of final completion. In the event of such loss or damage the contractor shall promptly repair/replace and make good without cost of Government.

(b) The risk of injuries (including death) and damage, directly or their property, arising out of or in connection with the performance of the work. The contractor shall indemnify department and the department's agents and employees for all such injuries, damage and losses resulting there from.

### 6. ACCESS TO THE CONTRACTOR'S BOOKS :

Whenever it is considered necessary by the Engineer-in-charge to ascertain the actual cost of the plant on which advance is to be made or of extra items or claims, he shall direct the contractor to produce in person, invoices or materials and any other data relevant to the item or necessary to determine its cost

etc. and the contractor shall, when so required, furnish information pertaining to the aforesaid items in the mode and manner that may be specified.

7. CONSTRUCTION FACILITIES TO OTHER CONTRACTORS AND DEPARTMENTAL EMPLOYEES :

The Department may undertake or award other contract or additional work at or in the vicinity of the work site and contractor shall fully cooperate with such other contractors and departmental employees and carefully fit in this own work to such additional work in accordance with the directions of the Engineer-in-charge. The contractor shall not work by any other contractor or by any government employees. The contractor shall, without charges, permit the government and such other contractors to use the road, bridges, lighting installations and any other facilities constructed or required by the contractor for use in the performance of work under this contract as are available without entailing any material increase in cost for contractor for maintenance of operation of such facilities.

8. CONTRACTOR NOT TO DISPOSE OFF SOIL ETC. :

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract sand, stone clay, ballast, earth, trees & shrubs or other material obtained in the excavation made or laying on the site of the work, and all such material and produce shall remain property of the Department. Department may upon request from the contractor of is so stipulated in the conditions of contract, allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of work.

9. JURISDICTIONS:

The contractor shall be governed by the laws of India and of Uttar Pradesh for the time being in force and be subject to the jurisdiction of the high court of judicature at Allahabad.

10. EMERGENCY:

(a) In an emergency effecting the safety of life are or of the works or of any adjoining property thereof, the contractor shall immediately inform the engineer-in-charge of such emergency and of whatsoever measures are proposed to be taken and the condition what warrant such action. In case sufficient time is not available to obtain approval from the Engineer-in-charge of the measures required to be taken to meet the emergency, the contractor is permitted, to act, at his direction, to prevent such loss or injury shall, however, not cause any damage to any other work.

(b) In cast the contractor takes action to meet an emergency at his own direction, without obtaining approval of the engineer-in-charge, he shall be bound to justify the soundness of the action found justifiable. The contractor shall be entirely responsible for the consequences there of and shall make good any damage or loss at his own cost.

(c) Any compensation claimed by the contractor on account of such emergency work shall be determined by the Engineer – in – charge granted in case the details furnished for this are found limit the provision of any other clause, nor relieve the contractor of any responsibility whatsoever under any other clause.

11. CAMP SITE:

The contractor shall provide, maintain and operate under competent direction, camp and facilities convenient to the works, sufficient for the housing and accommodation of his entire employee including labour. He shall also provide facility for community latrines, bathrooms, kitchens, dining halls, etc. and recreation facility for labourers. The location, operation and maintenance and facility shall be subjected to the approval of Engineer-in-charge. No camp construction of any kind, other than of the most temporary nature, shall be undertaken, unless drawing and specification have been approved by the Engineer-in-charge. The contractor shall perform such grading, surfacing and maintenance of the streets on camp sides, as in the opinion of the engineer-in-charge may be required to provide for safe and satisfactory use. The contractor shall construct suitable side works to serve all parts of campsite. The Department will assume no responsibility for damage to or interference with contractor's camp due to any operation under the contract due to flooding by the construction of the work or otherwise.

12. CONTRACTOR'S OFFICE AND REMOVAL OF CAMP:-

The contractor shall have an office, near the works site where notices or directions or instructions from the Engineer-in-charge may be served. The contractor shall have a clerk of some authorized person always present in his office who shall receive such notices or directions and instructions on behalf of the contractor. The name of such authorized persons shall be intimated writing to the Engineer-in-charge.

After the completion of the work covered by this contract and before final payment is made, the contractor shall remove from any camp site located on lands owned or controlled by the Government, in vicinity of the work all buildings and all other construction above the ground surface except building not owned by the contractor. He shall neatly fill with earth basement and other excavated areas and shall leave the site in a clean and tidy condition. Should the contractor refuse or fail to remove the building and other construction as here-in provided within a period of **10 days** and other improvement shall become the property of Department and at option of Department all or any part thereof shall be demolished as herein, provided and in such an event the cost of such removal will be deducted from the final payment due to the contractor.

13. WATER SUPPLY AND FIRE PROTECTION:

- (a) The contractor's camp site shall be provided with adequate water supply of pure water for domestic purposes. The water for this purpose shall be treated so as to give potable water for drinking. The contractor shall also make arrangement for adequate water for fire protection.
- (b) The camp site and its premises shall be maintained in clean and hygienic condition by the contractor to the satisfaction of the Engineer-in-charge. All garbage and refuse shall be collected regularly and shall be disposed of by burial or other satisfactory means.
- (c) The Engineer-in-charge at any time consider the arrangement made by the contractor to be unsatisfactory, he will give a notice to the contractor to make necessary improvement within a week (in case of epidemics this period will be 24 hours). If the contractor fails to improve the arrangement within the specified time, the Engineer-in-charge may take the necessary improvements and recover the cost thereof from the contractor's dues.

14. PAYMENT FOR CAMP CONSTRUCTION:

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of bids.

15. MEDICAL AID:

The camp area shall be provided by the contractor with adequate medical facilities on scale commensurate with camp requirements. Facilities for first aid shall be arranged by the contractor at work site.

16. QUALITY CONTROL:

All the materials supplied by the contractor should be as per relevant latest I.D. Specifications or Indian Standard Specifications. All samples, required for testing the quality of materials or works, shall be given by the contractor free of cost. Labour required for sampling and testing of the materials at site shall be provided by the contractor free of cost.

17. TRADE TAX DEDUCTION:

-----Not Applicable at present Time-----

18. EXECUTION OF WORK IN CONFORMITY WITH THE CONTRACT DOCUMENT:

The whole of the work shall be executed in conformity with contract documents as well as in accordance with such explanatory and detailed drawings and directions as may be furnished from time to time by the Engineer-in-charge for guidance of the contractor.

19. PERIODS AND HOURS OF WORKS :

The contractor will plan the execution of work and inform the Engineer-in-charge of the number and hours of shifts he proposed to work and obtain prior approval of his proposal from the Engineer-in-charge. He shall work in shifts and hours as may be specified by the Engineer-in-charge from time to time.

20 SPEED OF WORK:

The contractor shall at all time maintain the speed of work to confirm the latest operative progress schedules, but the Engineer-in-charge may at any time, with one week's notice writing, direct the contractor to slow down any part or whole of the work for any reason whatsoever (which shall not be questioned) and the contractor shall comply with such order of the Engineer-in-charge. The complains of such orders shall not entitle the contractor to any claim or compensation except that reasonable extension of time to be determined by Engineer-in-charge will be granted in case slowing down results in delay in final completion of work.

21. SURRENDER OF OCCUPIED LAND:

The Government land as herein before mentioned shall be surrendered to the Engineer-in-charge within one month after the issue of the completion certificate. Also no land shall be held by the contractor longer than the Engineer-in-charge shall deem necessary and the contractor shall on the receipt of the due notice from the Engineer-in-charge, vacate and surrender the land which the Engineer-in-charge may certify as no longer required by the contractor for the purpose of the work. All areas of operation of contractor's staff and colonies shall be handed back in good condition to the Engineer-in-charge except areas under works constructed as per this contract or those for this specific approval has been obtained from the Engineer-in-charge.

The contractor shall make good to the satisfaction of the Engineer-in-charge any damage to areas which he has to hand-over back or to other property of land handed over to him for purpose of this work.

22. FINAL PAYMENT:

Final payment shall be made to the contractor on the basis of final measurements, after adjustment of all outstanding recoveries, or other recoveries of amounts due from the contractor. Credit shall also be given to the Department for all intermediate payments to the contractor.

If the quantities of work items to be executed vary on account of changes in design, drawing or any other reasons, a cost comparative statement shall be prepared for finally executed quantities based on the rate of various tenders received. The amount of final payment of the contractor shall not exceed the amount of first lowest thus calculated in the comparative statement. Excess amount, if any, shall be recovered from the contractor.

23. MEASUREMENT TO BE PROVISIONAL AND SUBJECT TO CORRECTION :-

Every measurement for payment on account of work, materials, or other things shall be regarded as only provisional and approximate and shall be regarded as being advance payments and shall, respectively be subject to revision and settlement by the Engineer-in-charge, and in the event of his concluding that under any circumstance the measurements of works executed, returns of materials provided and used or the estimate of value previously made, did not truly represent the quality and quantity of works executed and materials provided and used, the Engineer-in-charge shall have the power from time to time and at any time up to the time of the refund of the security deposit to correct the total results by recording measurements afresh or by such other means as, after communication with the Engineer-in-charge may deem to be just, and such corrections shall be accepted by the contractor.

24. MAINTENANCE AFTER COMPLETION:-

The contractor shall remain liable to remedy all defects that may develop in the work arising solely from faulty materials or workmanship.

If it becomes necessary for the contractor to remedy any defects in the work under this Para, the liability of the contractor shall remain for the part of the work required until the expiration of six months from the date of completion, which ever may be later.

25. WORKS SUBJECTED TO INSPECTION BY TECHNICAL AUDIT CELL/ QUALITY CONTROL WING OF THE PROJECT:-

All the works during the progress and after the completion shall be subject to inspection by Technical Audit Cell, Irrigation Department (U.P.)/Quality Control wing of the project. Any defects of materials or workmanship pointed out by the Technical Examiner and established as such shall be rectified by the contractor at his own cost. Any recoveries or reduction in rates, considered necessary by the Technical Examiner/officer's of quality control wing shall be realized from the contractor even if the work has been accepted by the Engineer-in-Charge from subsequent bills or securities of the contractor, or contractor's dues available with the Irrigation Department in other Divisions.

26. ELECTRIC POWER:-

The contractor will arrange power supply at his own cost. All the construction jobs and camp site shall be suitably lighted by the contractor at his own expenses, to the satisfaction of the Engineer-in-Charge. The contractor shall not be entitled to any compensation due to failure of power supply.

In order to avoid any construction mishaps due to power failure or voltage fluctuation the contractor shall make his own arrangement for diesel generators etc. sufficient enough to operate the plants, pumps and the machinery.

27. RULES REGARDING LABOUR LAWS IN UTTAR PRADESH

The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the state of U.P. including the Minimum Wages Act to any enactment in suppression, 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 U.P. and the Rules and Regulations made there under or any amendments or modifications thereof for the time being in force; All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender.

In every case in which by virtue of the provisions of the labour laws in force in the State of U.P. and the rules and regulations made there under, the Department is obliged to pay any sum in the execution of the work. Department will recover from the contractor the amount so paid, and without prejudice to the other rights of the Department, the Department shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of I.D. Form No. 111 or from any other sum due by Department to the contractor whether under this contract.

28. ARRANGEMENT OF CONSTRUCTION EQUIPMENT AND WATER :-

It shall be compulsory for the contractor to arrange required equipment and T&P such as concrete batching and mixing plant, generators, pumps, vibrators, trucks, tractors, excavators, earthmovers, vibro compactors and other equipments that may be required for completion of work. Contractor must make proper water arrangement before starting of work.

29. TERMINATION OF CONTRACT:

The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a. The Contractor stops works for 7 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d. The Contractor does not maintain a Security, which is required;
- e. the Contractor fails to provide insurance cover as required under clause13;
- f. If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution." Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- g. If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- h. if the Contractor fails to set up a field laboratory with the prescribed equipment, with in the period specified in the Contract Data; and
- i. If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the approximate time.

# **TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATION NO.-1**

### **GENERAL:**

- 1.1 All works shall be carried out in accordance with the detailed specifications hereinafter described. In case specifications of any work are not given, the same shall be carried out in accordance with relevant Indian Standard (I.S.) specifications. In case of contradiction between the specification mentioned hereinafter and those prescribed by I.S. codes the former shall prevail and, if specifications of a work are not given, hereinafter or in I.S codes, the work shall be carried out as per instructions and directions of the Engineer-in-charge. The instructions contained in the notes mentioned on the construction drawings shall be strictly adhered to during execution.
- 1.2 No claim shall be entertained from the contractor for compensation or damages resulting from non-availability of land due to resistance of cultivator or otherwise. Only suitable time extension shall be granted to the contractor, for the period for which delay is caused or work is held up.

## **TECHNICAL SPECIFICATION NO.-2**

### **CLEARING OF SITE**

- (a) GENERAL: The work to be done under this section consists of furnishing all plants, labour and materials and performing all work necessary to carry out all clearing and grubbing operation as here-in-after specified and/or as directed by the Engineer-in-charge. The area to be occupied by the Aqueduct and the appurtenant works has to be cleared of all vegetations including all trees, bushes, stumps, roots and other objectionable materials before starting excavation. The surface of all aggregate quarries and other working areas shall also be cleared of all trees, jungles, grass, stumps, roots, logs (buried or not) and other objectionable materials during the progress of construction.
- (b) DISPOSAL: All stumps, roots, bushes, buried logs and other debris within the area required to be cleared and where grubbing is to be done shall be burnt or completely removed from the site to the satisfaction of the Engineer-in-charge. Disposal in the stream will not be permitted and no material shall be piled where, in the opinion of the Engineer-in-charge, it is liable to be floated away by floods. Timber and fuel obtained in clearing shall be properly stacked at sites approved by the Engineer-in-charge. Disposal by burning will be allowed only on specific sanction of Engineer-in-charge and shall be done under constant attendance until fires have been burnt or have been extinguished to guard against spreading fire.
- (c) PAYMENT: No separate payment will be made for the required clearing and grubbing as stipulated above. Clearing and grubbing in the performance of this contract will be considered as incidental to the execution of other items of the Bill of Quantities.

## TECHNICAL SPECIFICATION NO.-3

### MATERIAL:

#### 3.1 CEMENT:

- i. The cement shall be any one of the following and shall be used on the works as approved by the Engineer-in-charge.
- i) Ordinary Portland Cement 43 Grade conforming IS : 269-1989, IS : 8112-1989, IS : 11269-1987

3.2 Cement in gunny bags will be brought in accordance with the provision of the condition of contract. The cement stored in contractor's godown, when considered necessary, shall be tested under the supervision of the construction engineer or Quality Control staff and at Government expenses. All sampling and testing shall be done in accordance with IS: 3535-1966, IS: 4031-1968 and IS: 4032-1968, IS650-1991. The cement found unsuitable for use shall not be allowed to be used on works.

3.2 Transportation units and storage structures for storage of cement shall be damp proof with adequate provision for the prevention of absorption of moisture. These shall be stored in a manner permitting inspection and identification of each consignment. Stacking height of bagged cement shall not exceed 2.0 meters.

3.3 ADMIXTURE: Admixture such as Pozzolans, wetting agents, air entraining agents etc. shall be used only under specific authorization and whenever so permitted. The proportions and method of use shall have established merit for improving any specific quality of the concrete without causing deleterious effect. However, use of any admixture containing chlorides in any form is prohibited. The admixtures shall conform IS: 457-1957 and IS: 9103-1979.

3.4 Air-entraining agent in solution shall be added to the batch in a portion of mixing water and shall be batched in a properly constructed dispenser and measured to an accuracy of the one part in fifty.

#### 4.1 FINE AGGREGATE:

4.3.1 Coarse sand to be used in concrete work shall be arranged from the quarry (having FM not less than 2.5 as per requirement of structure approved by Engineer-in-charge.)

Coarse sand to be used for concrete work shall be either natural river sand conforming to IS: 383-1970. It shall consist of siliceous material having hard, strong, durable and uncoated particles free from excess-mica, silt particles, organic and chemical impurities and other deleterious substances. The maximum deleterious substance in the sand shall not exceed 2%. All fine aggregate shall be screened and washed to remove impurities and fine particles. The grading of fine aggregates, when determined as described in IS: 2386 (Part-I)-1963, shall be within the I.S. Grading Zones I, II, III or IV as given below.

IS Sieve Designation	Percentage Passing for			
	Grading zone-I	Grading zone-II	Grading zone-III	Grading zone-IV
10 mm	100	100	100	100
4.75 mm	90-100	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18 mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	60-79	80-100
300 micron	5-20	8-30	12-40	15-50
150 micron	0-10	0-10	0-10	0-15

Although fine aggregate conforming to any one of the four grading zones may be used, but the concrete mix design will have to be followed for achievement of the mix of desired strength and durability. As the fine aggregate becomes progressively finer, that is, from Grading Zones I to IV, the ratio of fine aggregate to coarse aggregate should be progressively reduced. Normally fine aggregate conforming to Grading Zone IV should not be used in reinforced concrete. Fineness Modules should not be less than 2.5.

4.3.2 In R.C.C. concrete work fineness modules of fine aggregate will be as per requirement of concrete mix design.

4.3.2 Storage shall be done as described in IS: 4082 -1977.

4.3.3 The fine aggregate as delivered to the mixer shall conform to the requirements of IS: 383-1970 with their latest revisions.

4.3.4 The presence of mica in the fine aggregate will reduce the compressive strength of concrete considerably. It is advisable to investigate the mica content of the fine aggregate and make suitable allowances for possible reduction of strength of concrete or mortar.

4.4 COARSE AGGREGATE:

4.4.1 The coarse aggregate shall consist of manufactured (broken or crushed) stone ballast free from trash, organic material, injurious veins, crystals, weathered particles and sand, clay etc. It shall be washed and got approved before use. The percentage of deleterious substances in any size of coarse aggregate as delivered to the mixer shall not exceed 5 percent by weight. The coarse sand to be used in concrete work shall be arranged from the quarry as approved by Engineer-in-charge.

4.4.2 The coarse aggregate shall be graded conforming to the requirements of IS: 383-1970. Following table gives the representative gradation.

Sl. No.	Nominal size of stone ballast	Percent passing on IS: Sieve				
		80 mm	40 mm	20 mm	10 mm	4.75 mm
1.	80 mm	95-100	35-75	15-40	5-25	0
2.	40 mm		95-100	30-70	10-35	0-5
3.	20 mm		100	95-100	25-55	0-10

However, the exact grading of the coarse aggregate shall be specified in the mix design for the particular work which will be strictly followed.

Maximum size of aggregate for some of the important locations/ structures is 20 and 40 mm. but the size mentioned on the construction drawings shall be in variably followed.

4.4.3 Coarse aggregate of all sizes shall further conform to the relevant provisions of IS: 383-1970 or its revisions when tested for crushing, abrasion, soundness and water absorption. The contractor shall provide such facilities as may be considered necessary for the ready procurement of representative test samples from aggregate processing/screening plant, storage piles, batching plant and mixing plant or mixers.

4.4.4 Storage of materials shall be described in IS: 4082-1977. The coarse aggregate shall, if possible, be stored in shed or covered storage and arrangement made for sprinkling of water to ensure wetting of the aggregate. Great care shall be taken in screening and stacking of the coarse aggregate so as to avoid intermixture of different grade materials and inclusion of any foreign materials. The stock pile should be built in layers of uniform thickness. A hard base should be provided to prevent contamination from under laying materials in storage areas in continual use. Overlap of different materials should be prevented with suitable walls or by an ample distance between storage piles. Sufficient storage of all grades shall be maintained so as to permit continuous placing of concrete.

4.5 WATER

4.5.1 Water used for mixing and curing of concrete shall be clean and free from injurious amounts of acids, alkalis, salts, sugar, oils, organic materials or other substances that may be deleterious to concrete or steel. Potable water is generally considered satisfactory for mixing concrete. As a guide according to IS: 456-2000, clause 5.4 the following concentrations represent the maximum permissible values of deleterious materials to concrete or steel.

- i) Not more than 5.0 ml. of 0.02 normal NaOH be required to neutralize 100 ml. of the sample of water.
- ii) Not more than 25 ml. of 0.02 normal H<sub>2</sub>SO<sub>4</sub> shall be required to neutralize 100 ml. of the sample.
- iii) Percentage of solids shall not exceed the following as per IS:456-2000
 

Organic	-	200 mg / Ltr.
Inorganic	-	3000 mg / Ltr.
Chlorides as Cl	-	500 mg / Ltr.
Sulphate as SO <sub>3</sub>	-	400 mg / Ltr.

4.5.2 Water shall be periodically checked for silt or organic impurities. The pH value of water shall generally be not less than 6.

The contractor shall make his own arrangement for pumping of water required for washing aggregate, mixing in concrete and curing etc. including maintenance and operation of water supply at his own cost. Nothing extra shall be payable on this account beyond the item rates quoted by the contractor in the Bill of quantities.

4.6 **C.C / R.C.C.**

All C.C./R.C.C. works shall be done as per IS:456-2000.

4.7 **Reinforcement**

All Reinforcement works shall be done as per IS:1786-2008.

**TECHNICAL SPECIFICATION NO.-4**  
**DETAILED SPECIFICATIONS FOR EXCAVATION FOR L/A**

1 **GENERAL:**

The work to be done under this section shall be surface excavation and consists of furnishing all tools, plants, labour and material, and performing all works required to do all excavation and maintain the excavated slopes and prepare the foundations as specified in these specifications and drawings and as may be directed in the field by the Engineer-in-charge.

2 **LIMIT OF EXCAVATION**

Excavation for Launching Apron shall be done to sound earth free from weathered materials, such as roots of plants and trees open seams, and crevices, and shall be so shaped, cleaned and roughly stepped, as to produce the desired surface of contact as shown on the drawings or as directed by the Engineer-in-charge. Where not to be covered with concrete, excavation shall be made to the full dimensions required and shall be finished to the prescribed lines and grades in a workman like manner. The bottom and side slopes of common excavation upon or against which concrete is to be placed shall be finished accurately to the dimensions shown on the drawings or prescribed by the Engineer-in-charge and the surface so prepared shall be moistened with water and tamped or rolled with suitable tools or equipment for the purpose of thoroughly compacting them and forming firm foundations upon or against, which to place the concrete structures.

3 **TREATMENT AND RESPONSIBILITIES FOR OVER EXCAVATION :**

If at any point in common excavation, material is excavated beyond the lines required to receive the structure, the over excavation shall be filled with selected materials, in layers not more than 15 cm. thick. Moistened and thoroughly compacted by tamping or rolling. If at any point in common excavation the natural foundation material is disturbed or loosened during excavation process or otherwise, it shall be consolidated by tamping or rolling or it shall be removed and replaced with selected material which shall be thoroughly compacted.

4 **Slopes and dimensions :**

During the progress of the work it may be found necessary or desirable to vary the slopes or the dimensions of the excavation from those shown on the drawings or established by the Engineer-in-charge. The contractor shall be entitled to no additional compensation above the unit rates in the schedule of bids for excavation by reason of such changes. Shoring or protective arrangement may be used by the contractor to dig steeper slopes than those shown on the drawings and for maintenance of excavation such arrangements shall be at the full cost and responsibility of the contractor. But the Engineer-in-charge may direct the contractor to strengthen or extend any such arrangement; if he finds the same to be inadequate the contractor shall immediately comply with such instruction. When the excavation for the foundation has been completed to the approximate grade specified or stacked on the ground, all loose rock and other excavated material shall be removed and the surface shall be cleared with an air water jet under high pressure for inspection. This procedure shall be repeated until satisfactory foundation is reached.

In locations where the Engineer-in-charge specifies excavation to be done to slopes steeper than normally specified for any particular class of material the use of shoring and timbering may be required for maintaining the excavation. The contractor shall provide necessary shoring and timbering as approved by the Engineer-in-charge

5 **Excavation in surcharge slopes:**

All excavation work will be influenced in general by the nature and structure of materials. The side slopes in excavation shall be as steep as will stand with safety in overburden, but shall not exceed those shown on the construction drawing without the specific permission of the Engineer-in-charge.

The slopes of excavation in over burden shown on the construction drawings are considered safe and practicable ones. If during or after excavation it becomes evident, in the opinion of the Engineer-in-charge, that the slopes established are too steep for the safety of the work, additional material shall be removed, as directed, to produce a stable slope and/or to widen the existing terraces and/or to introduce fresh terraces. Such additional excavation shall be paid for at the rates in the schedule of bids as fresh excavation for the particular class of material.

6 **FOUNDATION PREPARATION:**

Just prior to placing concrete a cleanup shall be made by barring, wedging and piling, chiseling or by other approved methods. All loose, shattered or disintegrated materials shall be removed and surface cleaned with jets of air and water under high pressure. No payment for foundation preparation shall be made to the contractor. The cost of material, labour, equipment etc. required for the work shall be considered to have been included in the unit price of "excavation of foundation" and appropriate items of concrete in the schedule of bids.

7 **MEASUREMENTS:**

The measurements shall be taken correct to 5 mm. by level. Cross-section of the site of excavation shall be taken just prior to commencement of work and grades and lines shall be fixed for excavation. Intermediate cross section will also be taken at every change of classification during the progress of work for determining the quantity of excavation for different classes of excavation. The final excavation section shall be taken on completion of excavation and plotted on the initial and intermediate sections previously taken. All measurements for excavation will be based on this survey subject to the conditions that needless excavation shall not be measured. Where excavation is done to steeper slopes than the grades specified by the use of shoring and timbering the grades fixed for excavation shall be taken as the basis of measurements but no payment shall be made for timbering and shoring. However where use of timbering and shoring is made for excavation at steeper slopes under the specific instruction of the Engineer-in-charge the payment for excavation shall be made to such steeper slopes as are specified by the Engineer-in-charge.

The rate for excavation for all classes shall include the removal, handling and disposal of all material wet or dry encountered within the scope of this specification fencing lighting and all other operations necessary for the excavation and protection of works. The rates for excavation for all classes shall include all lift as well as lead and shall include all temporary work such as shoring timbering etc. necessary to maintain the excavation in good order during construction and of removing such temporary work when required. The unit prices for the item in the schedule of bids for excavation, include the entire cost of transporting the materials directly or indirectly from the excavation to the points of final use, including temporary stacking piling and rehandling and of disposing of all excavated materials that are wasted, the disposal of excavated material shall be done as per direction of the Engineer-in-charge. During excavation operation excavated material may have to be disposed of in back fills behind different structures, when so required by the Engineer-in-charge. The contractor will transport the excavated material to the disposal point and spread and dress it in layers of 0.25 meter thickness. Nothing extra shall be payable to the contractor for disposal of excavated materials.

8 **PAYMENT**

Payment at the rate as entered in schedule "A" shall be made after completion of item of work to the satisfaction of Engineer-in-charge However running payment shall be made as below.

	For the quantity executed up to 25% (Twenty five percent) of the total quantity	65% (Sixty five percent) of agreed rates.
ii)	For the quantity executed up to 50% (Fifty percent) of the total quantity	Up 75% (Seventy five percent) of agreed rates.
iii)	For the quantity executed up to 90% (Ninety percent) of the total quantity	Up to 90% (Ninety percent) of agreed rates
iv)	When executed quantity exceeds 90% (Ninety percent) of the total quantity	Up to 95% (Ninety five percent) of agreed rates.

## **TECHNICAL SPECIFICATION NO.-5**

### **EARTH WORK IN EMBANKMENT :-**

- 1 When the earth is laid in embankment the clods larger than 4.00 cm. size are broken and boulders of size more than 7.00 cm. shall not be buried in the embankment but shall be kept separately.
- 2 The earth from borrow pit shall be laid in horizontal layers not exceeding 23 cm. loose compacted to 15 cms. by mechanical vibro compactor. The work in embankment shall so proceed that no portion of the bank is higher by more than one layer from its adjacent portion. A minimum length of 50.00 m. shall be maintained in a reasonable level condition.
- 3 If work remains suspended for some time and the exposed surface becomes hard, the surface shall properly be roughened by harrowing, ploughing or digging with spade and moistened to the satisfaction of Engineer-in-charge before resumption of work. These operations shall be carried out by the contractor at his own cost and no extra payment shall be made to him.
- 4 Earth shall be thoroughly compacted by mechanical vibro compactor up to 98% modified proctor's density and in case of cohesion less soil/gravelly soil; the relative density shall not be less than 70%.

### **BORROW AREA :-**

- 5 The plan of the borrow area shall be supplied by the contractor and the earth shall be borrowed only from the area marked on the plan for this purpose and to a depth as approved by Engineer-in-charge. The borrow area shall be got approved by the Engineer-in-charge and marked at site by dagbelling, labour for which shall be supplied by the contractor at his own cost. The cost of borrow area shall also be borne by the contractor.
- 6 The borrow area shall be cleared as description in **technical specification 2** herein before no pit shall be made from a minimum distance of 15 meter from the outer toe of embankment. Borrowing of earth shall commence from the farthest end of the borrow area and shall be left at a reasonable uniform level after removing tatties and matams.
- 7 The depth of borrow pits shall not exceed 0.5 meter. In case the contractor makes deeper pits without proper authority, he shall be responsible for payment of compensation of land as directed by Engineer-in-charge. The rate payable to him shall also be subject to deduction in this case.
- 8 If any drain required to be constructed in the borrow area for moistening it or keeping it well drained the same shall be constructed by the contractor at his own cost.
- 9 The Engineer-in-charge shall have right to declare any particular borrow material as unsuitable for placement in the fills in case feels so from technical point of view.
- 10 Borrow area if required shall be arranged by the contractor at his own cost. The department shall however provide necessary help in acquiring the land as far as possible.

### **COMPACTION:-**

- 11 Mechanical compaction by VIBRO COMPACTOR ONLY shall be done by the contractor as directed by Engineer-in-charge. Sheep foot roller shall not be allowed for compaction.
- 12 If the contractor employs machines trucks for the execution of earth work, the embankment so constructed shall not be taken as mechanically compacted.
- 13 During the process of compaction, the contractor will employ sufficient labour on the work leveling the earth embankment, so that watering and rolling by machines may progress satisfactorily. In the case contractor fails to supply sufficient labours for leveling operation the Engineer-in-charge may employ labour without giving any notice and the cost of the labour so employed shall be recovered from the contractor's bill. The decision of the Engineer-in-charge in this respect shall be final and binding on the contractor. The density to be achieved after compaction at optimum moisture content shall in no case be less than 90% of modified proctor's density. However, in case of cohesion less/gravelly soil the relative density as per I.S. 5720 (Part-XIV) 1968 shall not be less than 70%.

### **SETTLEMENT ALLOWANCE:-**

- 14 In case of embankment section settlement shall be deducted from the earth work quantities computed by cross section for making payment at the rate of 2%. If in case mechanical compaction is not done as specified, then settlement shall be deducted from the earth work quantities computed by cross section for making payment at the rate of 10% for measurement before rainy season and at the rate of 5% for measurement after rainy season added with the penal rate as decided by the Engineer-In-Charge.

#### **DRAINAGE:-**

15 In service road a lateral slope of 1 in 36 from the toe of daula to outer edge shall be provided.

#### **TRANSPORTED EARTH :-**

16 The borrow area should be demarcated at site as per plan and effort should be made to transport earth from the nearest site. Quantity of earth should be the main consideration in the selection of the borrow area should be got approved by the Engineer-in-charge. The earth should be laid down in layers of not more than 23 cm. thickness and compacted to 15 cm. before laying the next layer.

17 The measurement should be taken of the filling area by cross section and deduction of 5% should be made for the settlement, since the compaction of the filled earth is to be done by mechanical vibro compactor to the required specification. Moreover measurement of the borrow area should also be done and compared to the quantity arrived by the sectional measurement of the filling area. The payment shall be made for the lesser quantity out of the above two sets of measurements. The average lead should be measured from the center of gravity of the barrow area to center of gravity of fill area.

#### **DRESSING SURFACE :-**

18 The final internal surface of excavation, the top and outer slopes of the banks shall be finally dressed to a smooth finish. Any hollows or cuts caused by weathering or other reasons shall be made good by the contractor without any extra payment.

19 The contractor shall maintain leveling of the banks for movement of Government vehicles or machines as and when required in connection with the work and he would not be entitled to any claim on the account.

#### **INSPECTION AND TESTS :-**

20 All compaction operation shall be subject to control by laboratory test. Routine field test shall be conducted and regular inspection of the work shall be made by the field laboratory staff to determine whether the desired compaction is being achieved. In case the tests show that proper density has not been obtained, extra rolling may be resorted to, as and when necessary. Next layer shall be laid only when the lower layer has been properly compacted.

21 The contractor shall permit taking of samples for performance of tests, where necessary, and shall not be entitled to any claim for compensation due to any delay that may be caused on this account.

#### **MAINTENANCE OF EARTH WORK DURING PROGRESS OF WORK**

22 The work shall be taken over by the department only when the earth work has been completed in the complete reach of the agreement in accordance with the drawing, cross section and as per specified levels to the full satisfaction of the Engineer-in-charge.

23 During the execution of work the contractor shall be responsible for its maintenance. Any damage to the work already executed on account of rains, cross drainage, or flow from adjoining reaches shall be repaired by him. All rain washing and the rain cuts shall also be repaired by him. No extra payment shall be made to the contractor for these operations.

24 The contractor shall make kiaries on the top of embankment to hold the rain water. The daula around kiaries shall be strong enough to hold the rain water. Watch shall also be kept to avoid breaching of these daulas. He shall also make arrangement to divert all the rain water away from the excavated channel section. Arrangements shall also be made to cross all the drainage from one bank to the other. All these works shall be carried out by the contractor at his own cost and no extra payment shall be made.

#### **MEASUREMENT AND PAYMENT :**

25 Measurement of earth work shall be done by observing cross sections at points where initial cross-sections were taken to work out the quantities of earth work. These cross sections shall be superimposed on the initial cross sections already plotted. The designed cross section shall also be marked on these cross sections in red and the quantity of earth work shall be calculated in both cases. In no case quantity of earth in excess of designed section shall be paid to the contractor.

26 Where the earth work in filling is greater than the excavation, the measurement shall be taken for excavation and fill section both and the quantity of earth work shall be calculated by cross-sectional measurements as above. The contractor shall be paid for quantities of fill section only. Deduction for settlement shall be made. As per **clause 6.14** In case of borrowed earth needed for filling, the quantity of borrowed earth shall also be measured at borrow site and this quantity shall be comparable to the quantity used in filling section.

27 All measurements shall be taken in the presence of the contractor or his authorized representative who shall sign the measurement book in token of acceptance of measurements.

## **PAYMENT:-**

- 28 The earth work in bill of quantities for final payment shall be measured only when the work is completed as per desired section of the earth work.
- 29 Running payment shall be made to the contractor for the earth work done uniformly and laid in embankment at the rates calculated by the Engineer-in-charge on the following basis :

(i)	For the quantity executed up to 25% (Twenty five percent) of the total quantity	65% (Sixty five percent) of agreed rates
(ii)	For the quantity executed upto 50% (Fifty percent) of the total quantity	Up 75% (Seventy five percent) of agreed rates.
(iii)	For the quantity executed upto 90% (Ninety percent) of the total quantity	Upto 90% (Ninety percent) of agreed rates
(iv)	When executed quantity exceeds 90% (Ninety percent) of the total quantity	Upto 95% (Ninety five percent) of agreed rates.

The reach in which complete earth work has been done including the necessary dressing etc, the payment can be made at full agreed rates or to the extent to the cost of work done as estimated by the Engineer-in-charge.

- 30 When work is left incomplete in any reach, the rates for such work shall be fixed as per clause 6.30 If the work is left undressed or uncompacted further suitable deductions in rates will be made, for which the decision of Engineer-in-charge will be final and binding on the contractor.
- 31 The following works shall not be measured separately and shall be deemed to have been included in the tendered rates.
1. Setting out work profiles etc.
  2. Site clearance.
  3. Benching and trenching of excavation
  4. Forming steps inside of excavation and their removal after measurements.
  5. Removing steps or falls in excavation.
  6. Providing supports for pipes, electric cables etc. during the excavation
  7. Dressing or trimming sides of excavation, leveling or grading.
  8. Cost of all tools and plants, housing and sanitary arrangement as required under labour laws.
  9. All issues and royalty levies and taxes levied by central or State Government and by local bodies or Government of U.P.
  10. Cost of borrow area.
  11. Liabilities under workmen Compensation Act.
  12. Cost of maintenance of works and their protections against damage by rains, winds etc.
  13. Clearing of shrubs, bush, small trees, not exceeding 30 cm. in girth.

## **TECHNICAL SPECIFICATION NO. 6**

### **CEMENT CONCRETE WORKS.**

#### **1 General**

The work covered by this section consists of furnishing all labour, material and equipment and performing all work for the manufacture, transporting, placing, finishing and curing of concrete in the structure. All structures shall be built to the lines, grades and dimensions shown on the construction drawings as per requirements of IS: 456-2000. The location of all the construction joints shall be subject to the approval of the Engineer-in-Charge. Concrete classification and location of use shall generally be as follows but subject to alteration as per direction of the Engineer-in-Charge.

#### **2 Composition:**

Concrete shall be composed of Portland pozzolona, water, fine and coarse aggregate and such admixtures as required and described in **Technical Specification 4** "MATERIALS". The design of each concrete mix will be based on the water cement ratio necessary to secure a plastic, workable mix suitable for the specific condition of placement and when properly cured shall give a product having durability, impermeability and strength in accordance with the requirements of the various structure. The mix design will be communicated in writing to the contractor before the

concreting work is taken up. The variation on either side in consumption of cement due to change in mixed design shall be accordingly adjusted at the issue rate of cement.

### 3 Proportioning of Concrete:

3.1 The proportion of all material, entering into the concrete shall be as directed by the Engineer-in-Charge. The contractor shall provide all necessary equipment and plant to determine and control the actual amount of material entering each batch. The proportions will be changed whenever necessary in order to maintain the standard of quality required by the specification.

### 3.2 Batching :

In proportioning concrete, the quantity of cement, coarse and fine aggregate and water shall be measured by weight as directed by the Engineer-in-Charge. Any solid admixture that may be added should be measured by weight, liquid and paste admixtures by volume or weight. The batching plant used should conform to IS: 4925-1968. All measuring equipment should be maintained in a clean serviceable condition and their accuracy should be periodically checked.

### 3.3 Batching and Mixing by Weight

The plant should be able to handle/ weigh all the grades of fine and coarse aggregate, water and cement. Air entraining admixtures can be batched by weight separately and added direct to concrete mixer. The weigh-batcher should be capable of weighing, controlling and determining accurately the prescribed amount of various materials for each batch. Facility should be available to obtain sample of each ingredient entering the mixer. The contractor shall maintain a record of the number of batches mixed and all other details required for checking the correctness of mix as per directions of the Engineer-in-Charge.

3.4 Suitable mixers so as to mix uniformly the various ingredients and discharging the mix without segregation should be used. No hand mixing shall be allowed. Preferably, tilting type of mixers should be used. For non tilting type mixers suitable device shall be used and care shall be taken to avoid segregation of large size aggregates.

3.5 The water measuring device shall be such that no leakage may occur when the valves are closed and water is discharged quickly into the mixer without any spillage.

3.6 The time for obtaining uniform mix for particular type of job shall be initially prescribed by the Engineer-in-Charge and the same time shall thereafter be adhered to for mixing all subsequent batches of that type of concrete unless revised by the Engineer-in-Charge. The adequacy of mixing and workability shall be determined in accordance with IS: 1199.

### 4.0 Conveying :

Concrete shall be transported from the mixer to the form work as rapidly as possible by methods which will prevent segregation or loss of any of ingredients and maintaining the required workability. Suitable methods to reduce the loss of water by evaporation during summer and heat loss in cold weather be adopted. For conveying concrete transit mixer should preferably be deployed.

### 5 Placing and Compaction :

5.1 The concrete shall be deposited as nearly as practicable in the final position to avoid rehandling. The concrete shall be placed and compacted before setting commences and should not be subsequently disturbed. Methods of placing should be such as to avoid segregation. Care shall be taken to avoid displacement of reinforcement or movement of form work.

5.2 No concrete shall be placed in any part of the structure until the approval of the Engineer-in-Charge has been obtained. If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again from the Engineer-in-Charge. Concreting then shall proceed continuously over the area between construction joints. Fresh concrete shall not be placed against concrete which has been in position for more than 30 minutes unless a proper construction joint is formed.

- 5.2.1 Concrete should be thoroughly compacted and fully worked around the reinforcement, around embedded fixtures and into corners of the form work. Use shall be made of mechanical vibrators complying with IS: 2505, IS: 2506, IS: 2514 and IS: 4656 (all with latest revisions). Internal vibrators shall be capable of producing not less than 10000 cycles per minute. Vibrator shall not be applied to reinforcement bars directly. Over vibration and vibration of very wet mix is harmful and shall be avoided as also the under vibration. Concrete should be free from honey-combs. Concrete should be compacted in its final position within 30 minutes of its discharge from the mixer unless carried in properly designed agitators, operating continuously, when this time shall be within 2 hours of the addition of the cement to the mix and within 30 minutes of its discharge from the agitator.
- 5.2.2 Except where otherwise agreed to by the Engineer-in-Charge, concrete shall be deposited in horizontal layers to a compacted depth of not more than 0.45 m. when internal vibrators are used and not exceeding 0.30 m. in all other cases.
- 5.2.3 Unless otherwise agreed to by the Engineer-in-Charge, concrete shall not be dropped into place from a height exceeding 2.0 meters. When trucking or chutes are used, they shall be kept clean and used in such a way as to avoid segregation.
- 5.2.4 When concrete is conveyed by chute, the plant shall be of such size and design as to ensure practically continuous flow. Slope of the chute shall be so adjusted that the concrete flows without the use of an excessive quantity of water and without any segregation of its ingredients. The delivery end of the chute shall be as close as possible to the point of deposits. The chute shall be thoroughly flushed with water before and after each working period and the water used for this purpose shall be discharged outside the form work.

### 5.3 Curing :

Curing should commence as soon as possible after concrete has set, about 10 to 12 hours after concreting. Exposed surface of concrete shall be kept continuously in a damp or wet condition by ponding or by covering with a layer of stacking, canvas, hessian or similar materials and kept constantly wet for at least 14 days from the date of placing concrete or for a period specified by the Engineer-in-Charge. No fire or excessive heat shall be permitted near or in direct contact with the concrete at any time

Approved curing compounds may be used in lieu of moist curing with the permission of the Engineer-in-Charge. Such compounds shall be applied to all exposed surface of concrete as soon as possible after concrete has set.

### 5.4 Finishing

- 5.4.1 Immediately after the removal of forms, all exposed bars or bolts passing through the reinforced cement concrete member and used for shuttering or any other purpose shall be cut inside the reinforced cement concrete member to a depth of at least 25 mm. below the surface of the concrete and the resulting holes be closed by cement mortar as directed by the Engineer-in-Charge.
- 5.4.2 All fins caused by form joints, all cavities produced by the removal of form ties and all other holes and depressions, honeycomb spots, broken edges or corners, and other defects, shall be thoroughly cleaned, saturated with water and carefully pointed and rendered through with mortar of cement and fine aggregate mixed in the proportions used in the grade of concrete that is being finished and of as dry a consistency as is possible to use. Considerable pressure shall be applied in filling and pointing to ensure thorough filling in all voids. Surfaces which have been pointed shall be kept moist for a period of twenty four hours.
- 5.4.3 If rock pockets/honey combs, in the opinion of the Engineer-in-Charge, are of such an extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement he may declare the concrete defective and require the removal and replacement of the portions of the structure affected.
- 5.4.4 Repairs of Concrete :
- 5.4.4.1 Repairs of concrete shall be performed by skilled workers and in the presence of Engineer-in-Charge. The contractor shall correct all imperfections on the concrete surface as necessary to produce surface that conform with the requirements on formed concrete and shall be completed as soon as practicable after removal of forms and within 24 hrs. After removal of forms Concrete

that is damaged by any cause and concrete that is honey combed, fractured or otherwise defective and concrete which because of excessive surface impression must be excavated and built up to bring the surface to the prescribed line, shall be removed and repaired by dry pack mortar of concrete as hereinafter specified, where bulges and abrupt irregularities are produced outside. The limit specified to the protrusions shall be reduced by bush hammering and grinding so that the surface are within the specified limits.

Before repairs are commenced, the methods proposed for the repair shall be approved by the Engineer-in-Charge. Routine curing should be interrupted only in the area of repair operations.

#### 5.4.4.2 Method of Repairs :

For new works four methods are used.

i) Dry pack method :

This method should be used for holes having a depth nearly equal to or greater than the least surface dimensions for cone bolt, the bolt and grout insert holes and narrow slots cut for the repairs of cracks. Dry pack should not be used for relatively shallow depressions where lateral restraint cannot be obtained for filling in considerable lengths of exposed reinforcement nor for filling holes which extend entirely through the wall, beam etc.

ii) Concrete Replacement Method :

Concrete replacement should be used when holes extend entirely through the concrete section, when holes in unreinforced concrete are more than 500 sq.cm. in area and 100 mm. or more in depth and holes in reinforced concrete are more than 1500 sq.cm. in area and deeper than the reinforcement steel.

iii) Mortar Replacement Method :

This method be used for holes too wide to dry pack and too shallow for concrete replacement and for all comparatively shallow depressions, large and small, which extend more deeper than the side of the reinforcement bars nearest to the surface.

iv) Epoxies Method :

A thermosetting plastic known as epoxy can be used as a bonding medium wherever long time curing of conventional concrete cannot be assured. Also epoxy mortars of fine sand as well as plan epoxy are suitable for concrete repair work and should be used whenever very thin patches are to be places or immediate reuse of the area is required or where moist curing cannot be effectively accomplished. Preparation of epoxy bonded repairs should in general be identical to that for other concrete repairs except that every effort should be made to provide surface which are thoroughly dry. Drying of the immediate surface for at least 24 hours and warming to temperature between 65<sup>0</sup> to 80<sup>0</sup> F are essential for proper application of epoxy bonded repairs. Preparation for the use of epoxy mortars should include thoroughly cleaning and drying of the area to be repaired. A wash of dilute 1:4 muriatic acid followed by thorough scrubbing and rinsing with clean water and subsequent drying is desirable where feasible. If acid wash is not feasible preparation may be accomplished as for other concrete repairs with final clean up being by means of sand blast method, followed by air water jet washing and thorough drying. Epoxy repairs shall be carried out only by trained personnel.

#### 5.4.4.3 Preparation of concrete for repair :

All concrete of questionable quality should be removed. It is better to remove too much concrete than too little because affected concrete generally continues to disintegrate and while the work is being done it costs little more to excavate to ample depth. Moistening, cleaning, surface drying and complete curing are of utmost importance when making repairs which must be thoroughly bonded, water tight and permanent. Surfaces between trimmed holes should be kept continuously wet for several hours preferably overnight prior to placing new concrete. Immediately before placement of the filling, the holes should be cleaned so as to leave a surface completely free of seeping dust, dried grout and all other foreign material. A preliminary washing as soon as the chipping and trimming are completed is desirable to remove loose materials.

Final cleaning of the surface to which the new concrete is to be bonded should be done by wet sand blasting followed by washing with air water jet for thorough cleaning and drying with an air jet. Care should be taken to remove any loose materials embedded in the surface by chisels during the trimming and to eliminate all shiny spots indicating free surface moistures. Cleaning, if necessary, should be accomplished by sand blasting. The prepared surface shall be approved by the Engineer-in-Charge.

i) Dry pack of concrete :

For this method of repair, the holes should be sharp and squares at the surface edges but the corners within the holes should be rounded especially when water tightness is required. The interior surface of holes left by cone bolts etc. should be roughened to develop an effective bond. Other holes should be under-cut slightly in several places around the perimeter. Holes for dry pack should have a minimum depth of 25 mm.

ii) Concrete Replacement :

Preparation for this method should be as follows :

- a) Holes should have minimum depth 100 mm. in new concrete and 150 mm in old concrete and the minimum area of repair should be 500 sq.cm. For unreinforced concrete and 1500 sq.cm. in reinforced concrete.
- b) The reinforcement bars should not be left partially embedded, there should be clearance of at least 25 mm. around each exposed bar.
- c) The top edge of the holes at the face of the structure should be cut to a fairly horizontal line.

If the shape of the defect makes it advisable the top of the cut may be stepped down and continued on a horizontal line. The top of the hole should be cut to 1 to 3 upward slopes from the back toward the face of the wall or beam. It may be necessary to fill the hole from both sided in which the slope of the top of the cut should be modified accordingly.

- d) The bottom and side of the holes should be cut sharp and approximately square with the face of the wall. When the hole goes entirely through concrete section, spalling of either edge shall be avoided by having chippers worked from both faces. All interior corners should be rounded to a minimum radius of 25 mm.

iii) Mortar Replacement :-

When mortar gun is used with this method, comparatively shallow holes should be flared outwardly at about 1:1 slopes to avoid inclusion of rebounded mortar. Corners within the holes should be rounded. Shallow imperfections in new concrete may be repaired by mortar replacement if the work is done promptly after removal of the forms and while the concrete is still green. For instance when it is considered necessary to repair the placed areas resulting from surface materials sticking to steel forms, surface may be filled using mortar guns without further trimming or cutting. Whenever hard placed mortar replacement is used. The edges of chipped out areas should be squared with the surface leaving no further edges.

iv) Use of Dry Pack Mortar :

The surface after preparing should be thoroughly brushed with a stiff mortar or grout barely wet enough to thoroughly wet the surface after which the dry pack material should be immediately packed into place before the binding grout has dried. The mix of binding grout is to be 1:1 cement and fine sand mixed to consistency like thick cream. Under no circumstances should the bonding coat be wet enough or applied heavily enough to make the dry pack material more than very slightly rubbery. Dry pack is usually mix (by dry value of weight) of one part of cement to 1½ parts of sand that will pass a No. 16 screen. A mortar patch is usually darker than the surrounding concrete unless special precautions are taken to match the colours. Where uniform colour is important, white cement may be used in sufficient amount to produce uniform appearance. For packing core bolt holes a leaner mix of 1:3 or 1:3 ½ will be sufficiently strong

and will blend better with the colour of the wall. Only enough water should be used to produce a mortar which when used will stick together on being moulded into a wall by a slight pressure to hands and will not exclude water but will leave the hands damp. The proper amount of mixing water and proper consistency are those which is at the point of rubbery when the material is solidly packed. Dry pack material should be placed and packed in layers having a compacted thickness of about 10 mm. the surface of each layer should be scratched to facilitate bonding with the next layer. One layer may follow another immediately unless appreciable rubberiness develops in which case work on the repair should be delayed to 30 to 40 minutes. Under no circumstances should alternate layers of wet and dry material be used. Each layer should be solidly compacted over its entire surface by use of a hard stick and hammer. Much of the tamping should be directed at slight angle and towards the sides of holes to assure maximum compaction in these areas.

The holes should not be overfilled and finishing may usually be completed at once by laying flat side of hardwood piece against the fill and striking it several good blows. If necessary, a few light strokes with a rag some time later may improve the appearance. Steel finishing tools should not be used and water must not facilitate finishing.

- 5.4.5 The cost of all material including cement, labour and equipment used in the repair of concrete which before final acceptance of the work is found to be damaged or defective or not within the specified limits, shall be borne by the contractor.
- 5.4.6 It must be ensured that the construction of structures is exactly according to design. The following maximum tolerances are permissible.

Thickness	:	- 3 mm. + 5 mm.
Overall dimensions	:	$\pm 5$ mm.
Plumb	:	$\pm 1$ in 1000 of height with a maximum of 5 mm
Levels	:	+3 mm before any deflection has taken place.
Surface defects	:	Not longer than 1/6 <sup>th</sup> of the clear cover.
Reinforcement bars	:	for 2.5 cm. cover : $\pm 5$ mm. For 5.0 cm. cover $\pm 10$ mm.

#### 5.5 Variation in cement content of concrete :

The rates tendered by the contractor shall be per cubic meter of concrete laid on the basis of consumption of cement as per schedule "C". If the Engineer-in-Charge prescribes higher or lower grade of concrete or variation in cement content on the basis of design of mix, an increase or decrease in the unit rate of concrete shall be made at stock issue rate of per bag of cement increased or decreased. In case aggregate of slightly modified gradation acceptable to the Engineer-in-Charge is to be used by the contractor, the extra quantity of cement required due to gradation being not as specified would be on contractor's account. Tolerance in excess or less consumption of cement to the extent of  $\pm 2\%$  shall be allowed but the cost of cement issued will be recovered on the basis of actual issues.

#### 5.6 Sampling and Strength test of Concrete :-

- 5.6.1 Samples from fresh concrete shall be taken as per IS: 1199 and cubes shall be made, cured and tested at 28 days in accordance with IS: 516. in order to get a relatively quicker idea of the quality of concrete, optional tests on beams for modulus of rupture at  $72 \pm 2$  hours or at 7 days, or/and compressive strength tests at 7 days may be carried out in addition to 28 days compressive strength tests. For this purpose the values given in Table 6.1 may be taken for general guidance in the case of concrete made with ordinary Portland cement. In all case, however, the 28 days compressive strength shall along be the criterion for acceptance or rejection of the concrete.
- 5.6.2 Frequency of Sampling :

A random sampling procedure must be adopted to ensure that each batch of concrete shall have a reasonable chance of being tested; that is, the sampling should be spread over the entire period of concreting and cover all mixing units. The minimum frequency of sampling of concrete each grade shall be in accordance with the following.

Quantity of concrete in the work in Cum.	No. of samples.
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4 Plus one additional sample for each additional 50 cum. or part thereof.

At least one sample shall be taken from each shift. Three test specimens shall be made from each sample for testing at 28 days. Additional cubes shall be castes for 7 days strength at the time of striking the form work or for any other purpose.

- 5.6.3 Similar works tests shall be carried out whenever the quality and grading of material is changed irrespective of the quantity of concrete poured. The number of specimens may be suitably increased as deemed necessary by the Engineer-in-Charge, when procedure of tests given above reveals a poor quality of concrete and in other special cases.
- 5.6.4 The contractor shall not be entitled to any payment for the samples of material /cement concrete taken by Government agency for tests. The contractor shall provide such facilities as the Engineer-in-Charge may consider necessary for the ready procurement of the representative test samples. The concrete mix if found defective on test shall not be used in any case and such defective work produced by it will be removed by the contractor as his own cost.
- 5.6.5 Standard of Acceptance :

The average strength of the group of cubes cast for each day shall not be less than the specified works cube strength. 20 percent of the cubes cast for each day may have values less than the specified strength provided the lowest value is not less that 85 percent of the specified strength.

#### 5.7 Plum Concrete

- 5.7.1 If directed, the contractor shall place stone plums in the concrete to the extent specified by the Engineer-in-Charge. Stone for plums shall be plus 150 mm. size. Stone shall be of good quality as used for aggregate. Plums shall be placed over freshly laid concrete and thereafter concrete shall be vibrated so that plums get embedded in the concrete. During concreting the first layer of concrete of the specified mix shall be laid to a thickness of at least two and a half times the thickness of the maximum size of plums to be used. No plums shall be used for concrete laid under water. The total volume of plums shall not exceed 15 percent of the volume of the finished concrete.
- 5.7.2 For plum concrete, the consumption of cement shall be computed by reducing the quantity of cement prescribed for the mix by the quantum (percentage) of plums directed to be placed. If the consumption of cement is in excess of the quantity calculated as above, the cost of excess cement shall be recovered at the issue rate of cement. If the overall quantity of cement used is less, advantage will go to Government but no punitive rate will be charged from the contractor for less consumption of cement up to 5 percent.

#### 5.8 Measurement and Payment:-

- 5.8.1 The cement concrete shall be measured in cubic meters. In reinforced concrete the volume occupied by reinforcement shall not be deducted. The slab shall be measured as running continuously through and the beam as the portion below the slab. Measurement of concrete for payment will be made only to the neat lines of the structure as indicate on the drawings or as established by the Engineer-in-Charge. Any changes in the proportions of the concrete mix (except in cement content) will not entitle the contractor to any adjustment in the rates. The tendered rate for concrete work as specified in the Bill of Quantities shall hold good irrespective

of the provision of reinforcement in any structure and for all lead and lifts. Nothing extra shall be payable for lead and lifts. Concrete laid in various structures shall be paid as per following items of Bill of Quantities.

In case of any dispute regarding the classification of concrete, the decision of Engineer-in-Charge shall be final and binding.

- 5.8.2 The tendered rate for concrete shall include the cost of all material, labour, T&P required for mixing, placing in position, vibrating and compacting, finishing as per directions of the Engineer-in-Charge, curing and all other incidental expenses for producing concrete of specified strength to complete the structure or its components as shown on the drawings and meeting the specification in question with all cost of lead and lifts.
- 5.8.3 If the average strength of particular mix is less than the specified strength, the concrete of that particular mix may either be rejected and got replace or may be accepted at the discretion of the Engineer-in-Charge but payment shall be made at reduced rates in proportion of actual strength. The cost of cement consumed in the slurry or cement mortar in construction and lift joints will be recovered at stock issue rate. For purpose of measurement of concrete payable to the contractor the slurry or cement mortar in construction and lift joints shall be treated as part of the cement concrete. However, the extra quantity of cement consumed in slurry or cement mortar in construction and lift joints as compared to the concrete will be payable extra to the contractor at the stock issue rate.

### **TECHNICAL SPECIFICATION NO.-7**

#### **FORM WORK:**

- 7.1 Forms shall be used wherever necessary to confine the concrete and shape it to the required lines or to ensure against contamination of the concrete by materials caving or sloughing from adjacent surface left by excavations or other features of work. All exposed concrete surfaces having slopes of 2H: IV or greater shall be formed unless otherwise directed by the Engineer-in-Charge. The provisions of Para 10 of IS: 456-2000 shall generally apply.
- 7.2 Form work may be of timber, steel or precast concrete panels or such other suitable materials or combinations of such material. Form work shall be substantially and rigidly constructed to the shapes, lines and dimensions required, efficiently propped and braced to prevent deformation due to placing, vibrating and compacting concrete, other incidental loads or due to the effect of weather. If settlement or deflection of forms under the load of fresh concrete is to be expected, allowance should be made in the original construction of the forms so that the finished lines and dimensions of the structure are in accordance with those specified on the drawings or as directed by engineer in charge.
- 7.3 The surface of form work shall be made to produce surfaces finishes as specified and form work joints space be tight enough to prevent loss of liquid from concrete. Joints between the form work and existing concrete structures shall also be grouted. Form work shall be arranged to facilitate easing and removing of the various parts in correct sequence without jerking or damaging the concrete. Fixing block bolts or similar devices may be embedded in the concrete provided they do not reduce the strengths or effective cover of any part of the structure below the required standard but the use of through bolts shall be avoided wherever possible. Temporary opening shall be provided at all points necessary in the forms to facilitate clearing and inspection immediately before the placing of the concrete.

### **TECHNICAL SPECIFICATION NO.-8**

#### **MAKING BASE FOR LAUNCHING APRON BY NEW Empty Cement bags of size 50 kg**

- 8.1 Local Earth which is excavated for slope pitching & launching apron shall be used for filling of E.C. bags new 50 kg. Bags. (In one cu. m. volume filled 50kg.empty 25 Bags consumption is assumed). All filled Bags are to be stitched with nylon thread by sewing machine in two layers.
- 8.2 Filled Bags packed in nylon crate size 1mx1mx1m. & mesh size 20cmx20cm. & dumped/placed under water up to LWL for making base of Launching Apron.

**TECHNICAL SPECIFICATION NO.-9**

**QUALITY CHECKING OF WORK ACTIVITIES**

In all the works it is desired to control the quality and standard of materials and conformation to the required shape, dimension, strength etc.

9.0 The tests shall be carried out as per relevant Indian Standard Codes and other Standard Codes. The frequency of testing is defined in the codes. Some of the tests (but not limited to these tests) to be performed for quality checks are given below:

- i. **Cement:** (Initial / final setting time, Compressive strength, Specific gravity, Soundness, Fineness Chemical analysis)
- ii. **Aggregates:** (Sieve Analysis/ Fineness modulus Moisture Absorption, Bulkage, Flakiness/ Elongation Index, Impact Value, Los Angeles Abrasion Value, Crushing Value, Soundness, Organic impurities)
- iii. **Concrete:** (W.C. Ratio, Slump test, Compressive strength, Moisture content, Water absorption, Density, Drying shrinkage, Non-Destructive testing (NDT), Mix Design, Compression testing of cubes/ cylinders, Air content of concrete, Accelerated Curing Test)

**9.1 Frequency of Testing :**

Sl.No.	Test	Frequency of Test	Purpose	Test Designation
1	Grains size analysis for classification and Altenburg limits	For every 3000 m <sup>3</sup> or periodically as directed by Engineer in charge	To know the classifications of soil actually put in the embankment	As per IS-2720-IV-1995
2	Field Density and Moisture content ( In place density test governed by proctor density and in place density test of cohesion less soils governed by Relative Density test.	One test for every 1500 m <sup>3</sup> of earth work and at least one test in each layer laid on embankment.	To determine the placement density and moisture content.	IS-2720-CCVIII-1974 IS-2720-XXIX-1996 IS-2720-XXXII-1971
3	Standard Proctor Test	For every 10,000 cum of compacted earth or where there is change in the borrow area or change of soil texture, limited to minimum three samples and maximum 10 samples.	To determine MDD and OMC of the soil and compare the results with Laboratory value.	IS-2720-VII-1970
4	Moisture content	One test in each sample	To know the moisture content of the sample	IS-2720-II-1975

Sl.No.	Test	Frequency	IS	Allowable Limits
1.	CEMENT a) <u>Chemical</u> i) Alkalies ii) Minor, major oxides by Calorimetry iii) Chloride	For each consignment	a) 269-1989 b) 1489-1976 c) IS-4032-1985	OPC < 0.60% PPC < 0.70%  PPC/OPC < 0.05%

	b) <i>Physical</i> i) Fineness ii) Soundness (Le Chatelier) iii) Consistency vi) Setting time (Initial & Final) v) Compressive Strength vi) Heat of Hydration vii) Drying shrinkage	For each consignment	a) 269-1989 b) 1489-1976  4031-1988	Not < 2250 cm <sup>2</sup> /gm Not > 10 mm Penetration upto 5 to 7 mm from base IT-Not 30 min FT –Not>600 min 3 days – 160 Kg/cm <sup>2</sup> 7 days – 220 Kg/cm <sup>2</sup> 28 days-330 Kg./cm <sup>2</sup> PPC 7 days – 65 Cal./gm OPC 28 days – 75 Cal/gm < 0.15%
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Sl. No.	Test	Frequency	Purpose	IS	Allowable Limits
1.	<b>FINE AGGREGATE</b> i) Screen Analysis (Fineness modulus)	One test for every 150m <sup>3</sup> of sand used in concrete	To know grain size and the fineness modulus of sand	IS 2386 Part-I 1963	2.0. to 3.2
	ii) Unit Weight and Bulkage of sand	- As above – (also once in a shift or for every consignment)	To utilize data for mix design computation	IS 2386 Part III 1963	Allowable limit of Bulkage of sand is 20%
	iii) Organic impurities	- As above-	To assess the quality of sand	IS-2386 Part II 1963	As explained in Sec. 4.2.2.
	iv) Soundness	One test for every 150 cum of sand used in concrete	To assess the quality of sand	IS 2386 Part II 1963	Loss Not > 10% after 5 cycles of immersion in Na <sub>2</sub> SO <sub>4</sub>
	v) Specific Gravity, moisture content and absorption	One test for every 150 cum of sand used in concrete	To utilize the data for mix design computations	IS 2386 part III 1963	
2	<b>COARSE AGGREGATE</b>				
	i) Sieve Analysis	One test for every 150 m <sup>3</sup> or less	To know gradation and percentage of various size	IS 2386 part I 1963	
	ii) Soundness test (Sodium Sulphate method)	- do-	To assess the quality of coarse aggregate	IS 2386 Part V 1963	Loss Not ? 12% after 5 cycles of immersion in Na <sub>2</sub> SO <sub>4</sub>
	iii) Organic Impurities (Mica content)	-do-	-do-	IS 2386 part II 1963	Less than 1%
	iv) Petrographic Examination	Twice in one working season	To know the deleterious constituents and silt in aggregate	IS 2386 part VIII 1963	Deleterious constituent plus silt shall not exceeds 5%

Sl No.	Test	Frequency	IS	Allowable Limits
1.	<b>WATER</b> Ph value Organic In-organic	Two samples for each source	3025 Part II  Part XXIV	3 to 8 Not greater than 200mg/lit (organic) Not greater than 3000mg/lit (inorganic)

### Frequency of testing Cement Mortar, Masonry and Concrete

SL. NO.	TEST	FREQUENCY	IS	ALLOWABLE LIMITS
1.	CUBE TEST FOR CONCRETE	3 TESTS SPECIMENS PER 50 M <sup>3</sup> OF CONCRETE SUBJECT TO A MINIMUM OF THREE SAMPLES PER DAY FOR EACH GRADE OF CONCRETE.	456-2000	
2.	CUBE TEST FOR CEMENT MORTAR IN MASONRY	3 TESTS PER EACH GRADE OF MORTAR PER DAY.	2250-1981 APPENDIX A	

THE ACTUAL FREQUENCIES SHALL BE DETERMINED BY THE ENGINEER-IN-CHARGE TO SUIT THE NATURE AND VARIABILITY OF MATERIAL PLACED AND THE RATE OF FILL PLACEMENT WITH THE OBJECTIVE OF ENSURING BEST QUALITY CONTROL AND QUALITY CONSTRUCTION.

### **TECHNICAL SPECIFICATION NO.-10**

#### नई खाली बोरी (50 किग्रा0) की विशिष्टियाँ :-

1. बोरी सिंचाई विभाग उ0प्र0, लोक निर्माण विभाग उ0प्र0 द्वारा निर्धारित मानक के अनुसार होना चाहिए, बोरी की न्यूनतम साईज 48 सेमी0 X 72 सेमी0 होगी।
2. बोरी का एक शिरा अच्छी तरह से डबल सिलाई की जायेगी तथा बोरी को खींचने पर सिलाई खुलनी नहीं चाहिए।
3. बोरी का खुला शिरा इस प्रकार कटा होना चाहिए, जिसे खींचने पर अलग-अलग न हो।
4. बोरी का भार 66 से 72 ग्राम प्रति बोरी होनी चाहिए।
5. बोरी में बालू भरकर 3.0 मीटर की ऊँचाई से गिराने पर बोरी फटनी नहीं चाहिए तथा उसकी सिलाई भी नहीं खुलनी चाहिए।
6. बोरी से कराये गये कार्य के बाद टी0ए0सी0 द्वारा इंगित की गई कमियों तथा उसके द्वारा प्रस्तावित रिकवरी ठेकेदार/फर्म को वहन करनी पड़ेगी।

## **TECHNICAL SPECIFICATION NO.-11**

### **PORCUPINE:**

RCC porcupine 1:1.5:3 (1 Cement: 1.50 Coarse Sand: 3 Stone Grit) with 8 mm dia. 4 no's main reinforcement and 6 mm dia. stirrups at the spacing of 30 cm c/c with a clear cover of 15mm.

**At least 20-25% volume of the vegetation/jhanker packing in porcupine should comprise of bundles of munjas grass.**

## **TECHNICAL SPECIFICATION NO.-12**

### **A-P. P. Rope Gabion:**

P.P. rope gabion size (1.80×1.80×0.50)m, Mesh size (15X15)cm with lid and slings, polypropylene with adequate U.V. Stabilizer, 9.00mm X 4 strand having a weight of 30gm/m, 1260kg breaking strength of rope.

### **B- Nylon crate:**

Nylon crate of size one cubic meter (1.0×1.0×1.0m) with 20×20cm. Mesh of specification 1260/3/4/2 (i.e. having 24 nos. of threads of weight 165 grams (+/-) 5 grams

## **TECHNICAL SPECIFICATION NO.-13**

### **TERMS AND CONDITIONS FOR GEO TEXTILE BAGS / GEO TEXTILE SHEET**

1. **Specifications:-** Supply must strictly confirm to the quality and specification mentioned below :-

#### **Technical Specifications of PP Multifilament Woven Geotextile Fabric For Carbon Black / Normal Geo bag and Geo Sheet**

<b>Properties</b>	<b>Test method</b>	<b>Unit</b>	<b>Value</b>		<b>Tolerance</b>
Mass per unit area	ASTM D 5261	g/m <sup>2</sup>	200		± 2 (%)
Tensile Strength	IS 1969	kN/m	Warp	55	Minimum
			Weft	40	
Elongation at Break		%	Warp	25	Maximum
			Weft	25	
Puncture Resistance	ASTM D 4833	N	700		Minimum
Trapezoidal Tear	ASTM D 4533	N	Warp	850	Minimum
			Weft	600	
Apparent Opening Size	ASTM D 4751	Micron	< 75		Maximum
Water Permeability	ASTM D 4491	L/ m <sup>2</sup> / s	8		± 3
Carbon Black Content	ASTM D 1603	%	0.25		Minimum
UV Resistance (% strength Retained after 500 hrs exposure to Outdoor weathering)	ASTM D 4355	%	≥ 75		Minimum

Size of Geo Bag = 1.09 m (Length) X 0.69 m (Width) / 1.0m X 0.75m (as define in BOQ)

Size of Geo Sheet = 5m width

Materials supplied will be inspected at destination on arrival. If defects of any kind are noticed that shall be intimated to the supplier. Failure to supply according to the specification may entail for forfeit of security money.

2. Rate :- The Rates is inclusive of all admissible taxes including loading, unloading, transportation and other charges and taxes all complete up to destination. The income tax will be deducted as per rule.

3. Consignee and paying Authority: - The Executive Engineer of concerned division as per schedule attached and specified in agreement. In normal situation extension of time will not be granted. If Contractor/supplier failed to supply the materials within time, his security money will be forfeited and he will be black listed/ cancelled the purchase order.

In case of default, the department reserves the right to take recourse to the clauses:-

(i) Recover from Contractor/supplier liquidated damages @ 2% (Two Percent) for the value of goods not delivered.

(ii) Make good the deficiencies.

(iii) Forfeit the security money

(iv) Levy a suitable penalty.

(v) Cancel the order ( Contract)

4. Payment: - (A) 100% payment will be made to the Contractor/supplier by bank draft / cheques for actual quantity received at destination (Departmental Godown) by the consignees as per specification. The firm/ Contractor/supplier will be solely responsible for the quality and specification of the supplied materials. Payment will be made after satisfactory test reports. Testing charges shall be borne by the Contractor/supplier / Firm. (B) On receipt of purchase order, the supplier shall furnish the Performa bill to the consignees (Executive Engineer) according to his (Consignee) requirement intimating the name and place of drawn bank for bank draft.

**( C ) In no case advance payment shall be done.**

Quantities of Geo Textile fabrics as mentioned in the purchase order may be increased or decreased as per requirement of concerned Ex. Engg. for which no claim shall be entertained. If required, repeat order will be given for additional quantity at sanctioned rate with regard to the performance of the supplier.

5. Quantity, Inspection and Quality :- The departmental officers may inspect the materials at his stockyard

The material must tally with the attached sample.

**In no case under specification materials will be taken.**

6. Guarantee period :- Contractor/supplier will carry six months guarantee from date of delivery against inherent manufacturing defects and will have to replace at the cost of Contractor/supplier immediately if found under specification.

7. Settlement of dispute: - In case of any dispute / difference regarding interpretation of specification and any other clause or clauses in the purchase order the matter will be referred to the chief engineer (Gandak) in arbitration and his decision shall be final and binding in all such cases.

8. Price Escalation:- No price escalation will be entertained.

9. Release of Security Money :- Security money deposited will be released after successful completion of Work within time as per specification and quantity and after recommendation of the consignee in the prescribed Performa after completion of Work.

10 Consignee and Contractor/supplier must report the progress of work everyday on phone or fax regarding anti erosion materials otherwise adverse happening will go against them.

## **TECHNICAL SPECIFICATION NO.-14** **TERMS AND CONDITIONS FOR GEO TEXTILE TUBE**

Geo-textile tubes should be made of high-tenacity polypropylene yarns which are woven into a stable network such that the yarns retain their relative position. These geo-textile tubes are often filled hydraulically with slurry of sand and water, although many other fill materials may also be used. Each fill port mesh consist of Geotextile sleeve having a length of at least 1.5 m and a circumference slightly greater than that of the filling pipe. Sometimes double layer of sheets of woven textiles may also be required in consideration of added UV protection for a prolonged life and sufficient abrasion resistance. The geo-textile tubes should be constructed to meet the dimensions, type of materials and properties mentioned in Table 1, table 2 and table 3 respectively.

**Table 1: Dimensions for Geotextile tube**

Property/Parameter	Units	Values
Geotextile tube length	M	20.00
Geotextile tube diameter	M	3.00
Filling port length	M	2.00
Filling port diameter	M	0.50
Filling port spacing	M	5.00
Seam strength efficiency[ $\geq$ ]	%	40.00

Table 2 contains type and structure of material to be used for geo-textile tubes.

**Table 2: Type of fabric for geo-textile tube**

Property	Reference for Test Method	Units	Values
Polymer	n/a	n/a	Poly probylene
Roll dimensions [LxW]	n/a	n/a	100m×5m
Structure	n/a	n/a	Woven with multifilament yarn in both warp and weft directions
Weight per unit area	ASTM D 3776	gm/m <sup>2</sup>	$\geq 330$

Properties of geo-textile tubes are given in and

Table 3 contains properties of geo-textile tubes.

**Table 3: Properties for geo-textile tube**

S.R.	Properties	Marginal Value	Reference for Test Method
Mechanical Properties			
1	Tensile strength (Warp/Weft) [ $\geq$ ]	80/78 kN/m <sup>2</sup>	IS : 1969
2	Elongation at designated peak tensile load (Warp/Weft) [ $\leq$ ]	25% / 25%	IS : 1969
3	Trapezoidal tear strength (Warp/Weft) [ $\geq$ ]	1600 N/1600N	ASTM D 4533
4	Puncture strength [ $\geq$ ]	600 N	ASTM D 4833
Hydraulic properties			
1	Apparent opening size [ $\leq$ ]	250 $\mu$ (microns)	ASTM D 4751
	Permeability [ $\geq$ ]	181/m <sup>2</sup> /s	ASTM D 4491

# ***SCHEDULES***

# **SCHEDULE - A**

## **BILL OF QUANTITY**

**ATTACHED IN SEPARATE EXCEL SHEET**

**SCHEDULE – B**  
**SCHEDULE OF ISSUE OF MATERIALS**

**No material shall be supplied by the Department to the Contractor.** Each and every material shall be arranged by the contractor himself as per direction of Engineer-in-charge. The contractor shall keep record of all materials used and stored .

The contractor shall be responsible for all transport and storage of the materials. The Engineer-in-charge shall be entitled at any reasonable time to inspect or examine all such materials and there record. The contractor shall provide reasonable assistance for such inspection or examination as be required. The contractor shall not remove such material from the site without the prior written approval of the Engineer-in-charge. The contractor shall keep as accurate record of materials used on the works.

**SCHEDULE – C**

**SCHEDULE OF CONSUMPTION OF MATERIALS**

Sl. No.	Item of work	Unit	Consumption of cement		Remark
			with crushed aggregate	with natural aggregate	
1	2	3	4	5	
1.	Cement concrete				
(a)	M-7.50 (1 : 4 : 8)	m <sup>3</sup>	3.25 bags	3.40 bags	
(b)	M-20 (1 : 1.50 : 3)	m <sup>3</sup>	7.90 bags	7.56 bags	
2	New 50 Kg. HDPE bags for filling earth / sand and using for work as per specification.	m <sup>3</sup>			25 bags
3	Nylon crate (1.0 X 1.0 X 1.0) m size for work as per specification.	m <sup>3</sup>			1 no.
4	Geo textile sheet for work as per specification.	m <sup>2</sup>			1 m <sup>2</sup>
5	Mechanically woven Double Twisted Hexagonal shoped Gabion boxes crate size 3.0 X 2.0 X 0.45m, 3.0 X 1.0 X 0.45m and 1.0 X 1.0 X 0.45 for lounching apron/Gabion boxes BIS standard class 2 as per Is 16014:2024	m <sup>3</sup>			1 no.
6	Mechanically woven Double Twisted Hexagonal shoped crate size 3.0 X 2.0 X 0.30, 3.0 X 1.0 X 0.30 and 1.0 X 1.0 X 0.30 for slope pitching BIS Standard class 2 as per Is 16014:2024	m <sup>3</sup>			1 no.

Excess consumption, over and above given in Schedule 'C' shall be recovered at double rate specified in schedule 'B'.

**Note:** -Variation in consumption of cement on either side due to change in mix design shall be accordingly adjusted at the issue rate of cement specified in schedule “B”.

SCHEDULE - D

SCHEDULE OF HIRING OF EQUIPMENT BY CONTRACTOR

No equipment shall be provided by the Department.

SCHEDULE "E"

PARTICULARS OF THE NEAR RELATIVES OF THE TENDERER

EMPLOYED IN THE IRRIGATION DEPARTMENT

S. No.	Name of near relatives	Designation	Place of posting	Relationship with the tenderer

Executive Engineer

Signature of Tenderer

SCHEDULE "H"

DETAILS OF PLANT AND EQUIPMENT IMMEDIATELY AVAILABLE  
WITH THE TENDERER FOR USE IN THIS WORK

निविदित कार्य को मानक के अनुसार निर्धारित अवधि में पूर्ण करने के लिए सभी आवश्यक संयंत्र एवं उपकरण कार्यस्थल पर निविदादाता/फर्म द्वारा उपलब्ध कराना अनिवार्य होगा।

Name of tenderer .....

S. No.	Name of Equipment	No. of Units	Kind & Make	Capacity	Age and conditions	Present location	Remarks

Executive Engineer

Signature of Tenderer

SCHEDULE "J"

CONSTRUCTION PROGRAMME

S. No.	Item	Total Qty.	Unit	Construction Schedule Quarter wise			
				I	II	III	IV

Executive Engineer

Signature of Tenderer

SCHEDULE “K”

Details of Technical Personnel with Tenderer

Name of Tenderer :.....

S. No.	Designation	Name	Qualification	Professional Experience and details of work carried out	Remarks
1	2	3	4	5	6

Executive Engineer

Signature of Tenderer

## **CERTIFICATE OF THE RELATIONS**

Certified that names of my/our relatives employed in Irrigation Department, Uttar Pradesh are as below.

S.No.	Name	Designation	Place of Posting	Contract Address
-------	------	-------------	------------------	------------------

Note: - The following are the relatives.

Father, Mother, Sister, Brother, Brother-in-law, Sons, Daughter, Father-in-law, Mother-in-law, First cousin of self, wife, daughter-in-law and son-in-law. The list is not exhaustive but illustrative.

Signature of Contractor

Signature of Executive Engineer

**TENDERER'S WARRANTY**

The **Executive Engineer, Flood Division, Gorakhpur** having invited tenders for the construction of.....and M/s.....Thereafter called to as the tenderer) being desirous of tendering of the works for which the above mentioned tenders have been invited and having carefully studied all the contract documents and specifications including conditions of the tender paper and local site conditions, do hereby warrant that :-

1. The tenderer is familiar with and undertake to earnest fulfill the all the requirements of the tender.
2. The tenderer has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work and its performance.
3. The tenderer is satisfied that the work can be performed and completed as required in the contract.
4. The tenderer accepts all risks directly connected with the performance of the contract.
5. The tenderer has no collusion with other contractors with the said Superintending Engineer (later on) or any his person in undertaking to execute the works tendered for, in accordance with the terms and conditions laid down in the tender documents.
6. The tenderer is financially solvent.
7. The tenderer is experienced and competent to perform the contract to the satisfaction of the Engineer-In-charge.
8. The statements submitted by the tenderer are true.
9. The tenderer is familiar with all general and special conditions, acts and ordinances, rules and regulation of the Municipal, District, State and Central Government and for forest department of U.P. which may affect the work, its performance of the personnel employed therein.

For and on behalf of

M/s

(Seal of Company)

QUESTIONNAIRE

<u>Question</u>	<u>Replies</u>
1. Are you a registered firm in the department in the specified category?	
2. Have the rates in the Schedule of bids been written legible both in figures and words?	
3. Have you furnished the following documents with your tender?	
(i) Tender form	
(ii) (a) Earnest money (b) If so, in what form?	
(iii) Brief description of works in hand and tendered for on the date of and prior to submission of tender.	
(iv) Details of plant available for use on works and details of technical personnel with tenderer.	
(v) Tenderer's warranty.	
(vii) Schedule of progress of works.	
4. What is the extent of your solvency? (Please enclose the copy/copies of the certificates of solvency awarded to you.)	
5. Have you furnished attested copies of the constitution of the firm along with the name of person signing the tenders?	
6. Have you furnished the letters of attorney in the name of person signing tenders?	

Signature of the Tenderer

**DECLARATION**

I/We ..... contractor hereby declare that no work shall be taken in hand by me/us of my/our authorized representative unless a proper agreement is drawn in my/our names by the **Executive Engineer, Flood Division, Gorakhpur**. In case of default on my/our part I/We fully understand that my/our security deposit shall be forfeited to the Government and I/We shall have no grounds to represent for the same.

Signature of Executive Engineer

Contractor's Signature with full Address

Further I/We .....hereby declare that no office bearer is/are related to me/us in-

- a) Government of Uttar Pradesh.
- b) Irrigation Department, Uttar Pradesh.

If so, his name, designation, address and relationship is given below

- 1) .....
- 2) .....
- 3) .....
- 4) .....
- 5) .....

Signature of Executive Engineer

Contractor's Signature with full Address

## **DRAWINGS OF WORKS**

**CAN BE SEEN IN THE OFFICE OF  
EXECUTIVE ENGINEER,  
FLOOD DIVISION, GORAKHPUR**

**कार्यालय अधिशासी अभियन्ता  
बाढ़ खण्ड, गोरखपुर**

**अल्प कालीन ई-निविदा सूचना संख्या-02 / अधि0अभि0 / 2026-27**

पत्रांक: 1531 / बा0ख0गो0 / निविदा / 2026-27

दिनांक: 21 / 05 / 2026

महामहिम राज्यपाल उत्तर प्रदेश की ओर से निम्नलिखित कार्यो हेतु ऑन लाइन <http://etender.up.nic.in/> के माध्यम से प्री-क्वालीफिकेशन टेक्निकल बिड एवं फाइनेन्शियल बिड सिंचाई विभाग में वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक 28.05.2026 को पूर्वान्ह 10.00 बजे से दिनांक 04.06.2026 को अपरान्ह 01:00 बजे तक आमंत्रित की जाती है। मुख्य अभियन्ता (गण्डक), सिंचाई विभाग, उ0प्र0 गोरखपुर द्वारा निर्धारित समिति द्वारा निविदा दिनांक 04.06.2026 को अपरान्ह 03.00 बजे ऑनलाइन खोली जायेगी। प्री-क्वालीफिकेशन टेक्निकल बिड में उपयुक्त पाये गये निविदादाताओं के फाइनेन्शियल बिड, खोलने की तिथि कुल प्राप्त निविदाओं की संख्या के आधार पर ई-पोर्टल के माध्यम से सूचित किया जायेगा।

लाट सं०	कार्य का विवरण	कार्य की अनुमानित लागत (लाख रू० में)	धरोहर धनराशि (EMD) (लाख रू० में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य GST, स्टेशनरी (रू० में)	पंजीकृत श्रेणी
1	2	3	4	5	6	7
1	जनपद गोरखपुर में राप्ती नदी के बायें तट पर स्थित छितहरी थुन्नी तटबंध के किमी० 7.790 से किमी० 7.840 के मध्य ग्राम-सरार के पास बाढ़ सुरक्षात्मक कार्य।	6.52	0.14	07 दिवस	2714.00	'सी' अथवा उच्च
2	जनपद गोरखपुर में राप्ती नदी के बायें तट पर स्थित छितहरी थुन्नी तटबंध के किमी० 3.750 से किमी० 3.800 के मध्य ग्राम-सिहोरवा के पास बाढ़ सुरक्षात्मक कार्य।	4.73	0.10	07 दिवस	2714.00	'सी' अथवा उच्च
3	जनपद गोरखपुर में गुरा नदी के बायें तट पर स्थित राजधानी सिलहटा तटबंध के किमी० 1.530 से 1.630 के मध्य ग्राम-राजधानी के पास बाढ़ सुरक्षात्मक कार्य।	4.17	0.09	07 दिवस	2714.00	'सी' अथवा उच्च
4	जनपद गोरखपुर में गुरा नदी के बायें तट पर स्थित राजधानी सिलहटा तटबंध के किमी० 0.950 से 1.150 तक टो-वॉल एवं स्लोप पिचिंग का कार्य।	4.77	0.10	07 दिवस	2714.00	'सी' अथवा उच्च
5	जनपद गोरखपुर में राप्ती नदी के दांये तट पर स्थित भौवापार बेला तटबंध के किमी० 10.590 एवं किमी० 10.670 पर स्थित स्पर के मध्य सुरक्षात्मक कार्य।	7.00	0.14	07 दिवस	2714.00	'सी' अथवा उच्च

6	जनपद गोरखपुर में राप्ती नदी के दांये तट पर स्थित भौवापार बेला तटबंध के किमी० 10.670 एवं किमी० 10.750 पर स्थित स्पर के मध्य सुरक्षात्मक कार्य।	6.87	0.14	07 दिवस	2714.00	'सी' अथवा उच्च
7	जनपद गोरखपुर में राप्ती नदी के दांये तट पर स्थित बसावनपुर रिंग तटबंध के किमी० 1.240 पर सुरक्षात्मक कार्य।	7.19	0.15	07 दिवस	2714.00	'सी' अथवा उच्च
8	जनपद गोरखपुर में राप्ती नदी के दांये तट पर स्थित मलांय तटबंध के किमी० 0.250 से किमी० 1.550 मध्य खडंजा लगाने का कार्य।	33.80	0.68	15 दिवस	2714.00	'बी' अथवा उच्च

यह निविदा सूचना उ०प्र० सरकार की वेबसाइट <http://up.gov.nic.in/>, सूचना विभाग की वेबसाइट <http://information.up.nic.in/> तथा सिंचाई विभाग की वेबसाइट <http://irrigation.up.nic.in/> पर भी उपलब्ध है।

अधिशाली अभियन्ता  
बाढ़ खण्ड, गोरखपुर

निविदा सूचना सख्या:-02/अधि0अभि0/2026-27 से सम्बन्धित  
नियम एवं शर्तें

1. यह निविदा/बिड सूचना उ0प्र0 सरकार की वेबसाइट <http://up.gov.in/> सूचना विभाग की वेबसाइट <http://information.up.nic.in/> तथा सिंचाई विभाग की वेबसाइट <http://irrigation.up.nic.in/> पर उपलब्ध है।
2. निविदा अवधि में, निविदा सूचना एवं बिड की विस्तृत शर्तें निविदा/बिड प्रपत्र के साथ वेबसाइट <http://etender.up.nic.in/> पर उपलब्ध होगी। निविदादाता को अपनी बिड भरते समय निविदा/बिड प्रपत्र का पूरी तरह अध्ययन कर, बिड को वेबसाइट <http://etender.up.nic.in/> पर आनलाइन अपलोड करना होगा अन्यथा की स्थिति में पूरी जिम्मेदारी निविदादाता की होगी।
3. निविदादाता/बिडर द्वारा निविदा डालते समय प्रक्रिया की पूर्ण जानकारी/ट्रेनिंग अथवा किसी अन्य कारण से शर्तों को पूर्ण न कर पाने/बाधित हो जाने के कारण निविदा न पडने पर विभाग की कोई जिम्मेदारी नहीं होगी।
4. निविदा से सम्बन्धित अन्य शर्तें, निविदा प्रपत्र एवं पूर्ण अर्हता निर्धारण प्रपत्र **सम्बन्धित बिड डाक्यूमेन्ट (PRE QUALIFICATION OF TECHNICAL AND FINANCIAL BID)** में संलग्न है।
5. निविदादाता को कार्यस्थल की पूर्ण जानकारी निविदा डालने से पूर्व स्वयं प्राप्त करनी होगी। कार्य से सम्बन्धित ड्राइंग एवं कार्य की विस्तृत जानकारी किसी भी कार्य दिवस में कार्यालय समय पूर्वान्ह 10:00 बजे से अपरान्ह 16:00 बजे तक "अधिशाली अभियन्ता, बाढ़ खण्ड, गोरखपुर" के कार्यालय से प्राप्त कर सकेंगे।
6. **Cost of Bid Document/Tender Fee (Non-Refundable):** To be deposited in the account of UP e-tender online Account through e-tender portal by Internet Banking only. All concerned please note that bidding process will not move onward if the Bid Document's Cost (Tender Fee) is not paid through e-tender portal by Internet Banking.
7. **Bid Security/Earnest money deposit (EMD):** Bid must be accompanied with security of the amount specified for work. Bid security will be deposited in the account of UP e-tender online account through e-tender portal by Internet Banking only. All concerned please note that bidding process will not move onward if the Bid Security/Earnest money deposit (EMD) is not paid through e-tender portal by Internet Banking. No other form of bid security will be accepted.
8. **Technical Evaluation by tender Committee will be done as per the procedure described in detailed bid document & financial bid clause 4.00 will be opened of only qualified bidders of technical bid process. Date of opening of Financial bid will be decided by the tender committee.**

9. विशेष परिस्थितियों में निविदा खोलने की तिथि/समय में यदि कोई परिवर्तन होता है तो इसकी सूचना वेबसाइट <http://etender.up.nic.in/> पर ऑन-लाइन उपलब्ध करा दी जायगी। निविदा प्रक्रिया ऑन-लाइन प्रारम्भ होने के पश्चात् किसी भी लॉट के सम्बंध में समस्त अग्रिम कार्यवाही केवल ऑन-लाइन ही होगी। प्रत्येक निविदादाता की यह जिम्मेदारी होगी कि वह निविदा प्रक्रिया शुरू होने के पश्चात् ऑन-लाइन निविदा के सम्बंध में होने वाले किसी भी संशोधन/शुद्धि-पत्र की जानकारी वेबसाइट <http://etender.up.nic.in/> से प्राप्त करता रहे, अन्यथा की स्थिति में सम्पूर्ण जिम्मेदारी स्वयं निविदादाता की होगी।
10. एक निविदादाता एक कार्य की केवल एक ही निविदा क्रय कर सकेगा एवं डाल सकेगा।
11. कोई निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो वह निविदा प्रक्रिया में भाग नहीं ले सकेगा। निविदा प्रक्रिया की अवधि में किसी निविदादाता को राज्य सरकार द्वारा काली सूची में दर्ज किये जाने/निविदा प्रक्रिया में भाग लेने हेतु प्रतिबंधित किये जाने की स्थिति में भी उसकी निविदा निरस्त/अयोग्य (Disqualify/Unresponsive) कर दी जायेगी।
12. राज्य बार काउन्सिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेंगे।
13. सिंचाई विभाग में कार्यरत किसी अधिकारी/कर्मचारी के सगे सम्बन्धी ठेकेदार इस निविदा को खरीद एवं डाल नहीं सकते हैं, ऐसा पाये जाने पर उनकी निविदा निरस्त कर, धरोहर राशि जब्त कर नियमानुसार आवश्यक कार्यवाही की जायेगी।
14. ज्वाइंट वेंचर की निविदा किसी भी दशा में स्वीकार नहीं की जायेगी।
15. निविदा की टेक्निकल इवैल्यूएशन रिपोर्ट ई-पोर्टल पर अपलोड किये जाने के 24 घण्टे बाद फाइनैन्शियल बिड खोली जाएगी। यदि किसी निविदादाता को टेक्निकल इवैल्यूएशन रिपोर्ट पर आपत्ति होती है तो उसे केवल E-mail I.D. : [flooddivisiongkp@gmail.com](mailto:flooddivisiongkp@gmail.com) के माध्यम से उक्त 24 घण्टे की दी गयी अवधि में ही आपत्ति दर्ज करनी होगी। इस अवधि के पश्चात दर्ज की गयी किसी भी प्रकार की कोई आपत्ति मान्य नहीं होगी।
16. यह निविदा बाढ़ पूर्व कार्य कराने की संवेदनशीलता के दृष्टिगत प्रशासनिक एवं वित्तीय स्वीकृति/बजट आवंटन की प्रत्याशा में आमंत्रित की जा रही है। सम्बंधित कार्यों पर उपरोक्त स्वीकृति प्राप्त होने के उपरान्त ही वित्तीय बिड खोलते हुए अनुबंध गठन की कार्यवाही की जाएगी।
17. निविदा सूचना एवं बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) की शर्तों में विरोधाभास/भिन्नता होने की स्थिति में **बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID)** में अंकित शर्तें ही मान्य होंगी।

18. निविदादाता/वैयक्तिक मालिकाना फर्म/भागीदारी फर्म/पब्लिक/प्राइवेट कम्पनी द्वारा निम्न न्यूनतम आवश्यक जानकारी/अभिलेख की स्कैन्ड पठनीय प्रति बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID), के साथ ही <http://etender.up.nic.in/> पर आनलाइन अपलोड करना अनिवार्य होगा:—
- I. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.01 एवं 8.03 (4) के अनुसार सिचाई विभाग की वैध पंजीयन प्रमाण पत्र की प्रति।
  - II. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (a), (b) एवं (c) के अनुसार चरित्र प्रमाण पत्र (IDT-1), हैसियत प्रमाण पत्र (IDT-2), स्व-घोषणा शपथ पत्र (IDT-3) की प्रति। भागीदारी फर्म/पब्लिक/प्राइवेट कम्पनी की स्थिति में सभी भागीदारों का चरित्र प्रमाण पत्र (IDT-1) की प्रति।
  - III. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (d) के अनुसार पार्टनरशिप फर्म की दशा में निबंधन कार्यालय में पंजीकृत पार्टनरीप डीड व मुख्तारनामा/प्रधिकार पत्र (Power of Attorney) की प्रति।
  - IV. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (e) एवं (f) के अनुसार Certificate on affidavit in Affidavit '1' and Affidavit '2'.
  - V. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (g) एवं (h) के अनुसार **Form-A and Form B**.
  - VI. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (i) के अनुसार प्रत्येक निविदादाता को रू0 100/- के नॉन-जुडिशियल स्टैम्प पेपर पर रू0 1/- का रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि “दरें 90 दिवस तक मान्य होंगी” की हस्ताक्षरित प्रति। 90 दिन से पहले निविदा/आफर वापस लेने पर धरोहर राशि जब्त करते हुए नियमानुसार कार्यवाही की जायेगी।
  - VII. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.02 (j) के अनुसार **ID Form No. 112** की हस्ताक्षरित प्रति।
  - VIII. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.03 (1) के अनुसार टर्नओवर सर्टिफिकेट।
  - IX. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.03 (2) के अनुसार **audited financial statements, Balance sheet, profit & Loss A/c supported by Income Tax Returns**.
  - X. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लाज 8.03 (3a) व (3b) के अनुसार विगत सात वर्षों (दिनांक: 01.05.2019 से 30.04.2026 तक) में सम्पादित (पूर्ण) किये गये समान प्रकृति के कार्य का अनुभव प्रमाण-पत्र।

- XI. बिड डाक्यूमेन्ट (TECHNICAL BID AND FINANCIAL BID) के क्लोज 8.03 (5) के अनुसार सी0ए0 द्वारा प्रमाणित बिड कैपेसिटी।
- XII. पैन कार्ड एवं जी0एस0टी0 पंजीकरण की प्रति।
19. अपलोड किये गये सभी अभिलेखों की स्कैन्ड कापी स्पष्ट व पठनीय होनी चाहिए क्योंकि तकनीकी मूल्यांकन हेतु निविदादाता द्वारा ई-पोर्टल पर अपलोडेड अभिलेखों को डाउनलोड/प्रिन्ट किया जाना है। डाउनलोडेड अभिलेखों के प्रिन्ट पठनीय न होने पर निविदादाता की टेक्निकल बिड Disqualify/Unresponsive कर दी जायेगी तथा तत्सम्बन्धी किसी प्रकार की माँग/क्लेम पर विचार नहीं किया जाएगा। उक्त की मूलप्रति न्यूनतम निविदादाता के रूप में निविदा स्वीकार होने के पश्चात् उपलब्ध कराना अनिवार्य होगा अन्यथा उनकी धरोहर धनराशि जब्त करते हुए सम्बन्धित के विरुद्ध नियमानुसार वैधानिक कार्यवाही की जायेगी।
20. निविदा स्वीकार होने के उपरान्त अनुबंध के समय निविदादाता को नियमानुसार आवश्यक जमानत धनराशि एन0एस0सी0/एफ0डी0आर0/बैंक गारन्टी अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में, जो राष्ट्रीयकृत बैंक/शिड्यूल्ड बैंक/डाक-घर द्वारा निर्गत हो तथा आवश्यक स्टाम्प ड्यूटी देना अनिवार्य होगा। जमानत धनराशि एवं आवश्यक स्टाम्प ड्यूटी न देने की स्थिति में उसकी निविदा निरस्त करते हुए उसके विरुद्ध वाद दायर कर नियमानुसार वैधानिक कार्यवाही करते हुए उसका रजिस्ट्रेशन निरस्त कर काली सूची में डालने की कार्यवाही की जायेगी।
21. शासनादेश संख्या : 14/2024/692/23-07-2024/दिनांक: 09.08.2024 के अनुसार यदि न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (बी0ओ0क्यू0) लागत से 10 प्रतिशत तक कम (below) है तो उस पर कोई परफार्मेन्स सिक्योरिटी नहीं ली जाएगी। न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (बी0ओ0क्यू0) लागत से 10 प्रतिशत से अधिक कम (below) है तो 10 प्रतिशत से अधिक कमी (below) के सापेक्ष 1 प्रतिशत प्रति प्रतिशत कम (below) दर पर अतिरिक्त परफार्मेन्स सिक्योरिटी एन0एस0सी0/एफ0डी0आर0/बैंक गारन्टी अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में, जो राष्ट्रीयकृत बैंक/शिड्यूल्ड बैंक/डाक-घर द्वारा निर्गत हों, देय होगी। यह परफार्मेन्स सिक्योरिटी निविदा में उल्लिखित जमानत धनराशि के अतिरिक्त देय होगी तथा अनुबंध के समय उक्त परफार्मेन्स सिक्योरिटी जमा करने की बाध्यता होगी तथा शासन द्वारा समय-समय पर जारी शासनादेशों के अधीन होगी। विभाग द्वारा निर्धारित कार्यक्रम के अनुसार कार्य कराने में असफल रहने पर, जमानत धनराशि तथा परफार्मेन्स सिक्योरिटी विभाग द्वारा जब्त कर ली जायेगी।
22. निविदादाता द्वारा अनुबंध गठन के बाद कोई कार्य सबलेट नहीं किया जायेगा। अनुबंध के समय ठेकेदार से इस आशय का घोषणापत्र लिया जायेगा।

23. कार्यस्थल की आवश्यकतानुसार कार्य की मात्रा घट/बढ़ सकती है, जिसके लिए ठेकेदार का कोई क्लेम मान्य नहीं होगा।
24. इस निविदा को अनुबंध गठित होने से पूर्व तक आंशिक या पूर्णरूप से बिना कारण बताये संशोधित/निरस्त करने का अधिकार अधोहस्ताक्षरी के पास सुरक्षित रहेगा।
25. यदि कोई निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबन्ध करने हेतु सक्षम प्राधिकारी पर दबाव/असम्यक असर डालता है तो प्रश्नगत निविदादाता के न्यूनतम निविदा की स्थिति में भी उसकी निविदा निरस्त किया जा सकता है।
26. यह संज्ञान में आने पर कि किसी निविदादाता द्वारा किसी अन्य संभावित निविदादाता को इस निविदा प्रक्रिया में भाग लेने एवं निविदा डालने से रोका गया हो या धमकी दी गयी हो तो ऐसे ठेकेदार के साथ यदि अनुबन्ध हो भी गया हो तो उसके साथ किया गया अनुबन्ध निरस्त किया जा सकता है।
27. अनुबन्ध गठित होने के पश्चात भी यदि यह तथ्य संज्ञान में आता है कि निविदादाता द्वारा किसी भी स्तर पर नियम एवं शर्तों का उल्लंघन किया गया है, तो ऐसे अनुबंध को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर निरस्त कर दिया जायेगा।
28. बीजक से आय कर, लेबर सेस, रॉयल्टी व अन्य टैक्स की नियमानुसार प्रचलित दर से कटौती की जायेगी। जी0एस0टी0 का भुगतान अलग से नियमानुसार किया जायेगा।

**अधिसासी अभियन्ता  
बाढ़ खण्ड, गोरखपुर**