

**FIROZABAD SHIKOHABAD DEVELOPMENT AUTHORITY
NOTICE INVITING TENDERS**

1. Tenders are hereby invited on behalf of the Vice Chairmen, Firozabad Development Authority, Firozabad as per given below.

S.No	Name of work	Estimated cost	Earnest money	Cost of tender	Time allowed for completion

2. Tender documents and other particulars of the works can be purchased from the office of the Authority between the hours of 11.00 A.M. and 2.00 P.M. on all working days till....., after paying the cost of tender mentioned above.

3. Tender's, which should always be placed in sealed cover will be received by the Executive Engineer DivisionFirozabad Development Authority. Firozabad upto 3. P.M. on..... and will be opened on the same day at 3.30 P.M. The tenders are expected to be present at the time of opening of tenders.

4. The contractors should quote in figures as well as in words the rate and amount tendered by them.

5. Each tender must be accompanied by a deposit of Earnest money in any of the following forms:

- (a) Deposit call receipts of a scheduled Bank Guaranteed by Reserve bank of India.
- (b) Post Office/saving bank pass book/National Saving Certificate/National Plan Certificates/National Defense Certificates duly pledged to the Executive Engineer Firozabad Development Authority.

6. The acceptance of a tender, will vest with the vice chairman, who does not bind himself to accept the lowest tender and reserves to himself the right of rejecting any or all of the tenders received without assigning a reason or of accepting the whole or part of the tender.
7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
8. On acceptance of the tender, the name of the authorised representative (s) or the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
9. Sales Tax or any other tax on material in respect of this contract shall be payable by the contractor and FSDA will not entertain any claim whatsoever in this respect.
10. The contractor must produce Income Tax clearance Certificate before the tender papers can be sold to him.
11. The contractor, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment for the contract such sum as will amount.
 - (a) In the case of works estimated to cost upto Rs. 1,00,000/- to 10% of the estimated cost.
 - (b) In the case of works estimated to cost more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- and 7.5% on the balance and.
 - (c) In the works estimated to cost more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7.5% on the next Rs. 1,00,000/- and 5% on the balance.

The security deposit may be collected by deductions from the running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as the part of security deposit. The security amount will also be accepted in cash or in the shape of Government securities fixed deposit receipt and Guarantee Bonds of Scheduled banks will also be acceptable for this purpose provided confirmatory advice is for the coming from the Reserve Bank of India.

12. The contractor shall not be permitted to tender in F.S.D.A. if his/her relative is employee of FSDA. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative of any employee of FSDA. Any breach of this condition by the contractor would tender him liable to be removed from the approved list of contractors of F.S.D.A.

Note: A near relative will include wife husband, parents and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

13. No employee of FSDA is allowed to work as contractor, an employee of a contractor for a period of 2 years of his retirement from service without the prior permission of Vice-Chairman F.S.D.A. This contract is liable to be cancelled if either the contractor or any of his employees is

found at any time to be such a person who had not obtained the permission of the Vice Chairman, F.S.D.A. as aforesaid before submission of the tender or engagement in the contractor's service

14. The tender for works shall remain open for acceptance for a period of ninety days from the date of opening of tenders, if any tenderer withdraws his tender before the said period or makes any modification on the term and conditions of the tender which are not acceptable to the FSDA than the FSDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money absolutely.

15. The contractor exempted from payment of earnest money in individual cases should attach with the tender an attested copy of the Chief Engineer's letter exempting them from the payment of earnest money and should produce the original whenever called upon to do so.

16. The tender for the work shall not be witnessed by a contractor who himself/themselves may has/have tendered for the same work. Failure to observe this conditions would render/tenders of the contractor's tendering as well witnessing the tender liable to summary rejection.

Name of work	Name of Division	Amount of work	Present Progress	Remarks

17. The contacts shall submit list of works which are in hand (progress) in the above form.

18. The contractor should be registered in the appropriate class in F.S.D.A. if not exempted otherwise.

19. The contractors are advised to see the site of work and be acquainted with the position of materials conditions of contracts, drawing etc. before tendering.

20. If a person, after his tender is accepted does not sign the agreement, his earnest money will be forfeited.

FIROZABAD SHIKOHABAD DEVELOPMENT AUTHORITY SPECIAL CONDITIONS OF THE CONTRACT

1. Each page of bill of quantity, specification and conditions should be signed by the contractor
2. Tenderers should give their rates after careful examination of site of work drawings can be seen in the office during working hour, Drawing and specification can however be modified without entitling the contractor to any compensation due to change made their in. Charge of site will also not entitle the contractor to any compensation.
3. The contractor must take into consideration all fluctuations in rates of labour and materials during currency of the work. No claim what so ever on this account shall be entertained.
4. The units of rates as shown in the bill of quantities should be carefully seen as rates once given by the contractor shall remain unchanged and no excuse on any account will be entertained after the tender box has been closed.
5. **RIGHT OF REJECTION: -** The department reserves the right to reject any or all the tenders without assigning any reason for doing so. It also reserves the right to allot either a part of the work or the whole to any tenderer, should be said tenderer refuse to sign the bond, if he is given a portion of work, his proportionate Earnest money shall be forfeited and his tender will be rejected.
6. **INSPECTION OF THE SITE ANDY CHARACTER OF SOIL :-** The contractor shall inspect and examine the site and its surroundings and shall satisfy before submitting his tender as to the nature of the grounds or subsoil's and specially about-the strata through and on which excavation is to be made foundations to be built & other works to be executed. In his interest he should make sure of the position of quarries, topography of the site, availability of food stuffs, labour and materials and other amenities before tendering. No claim for additional work or extra rate due to any of the above reasons will be allowed as specified in General specifications.
7. **LINES AND LEVELS :-** The contractor shall be solely responsible for setting out the work and for the correctness of the positions levels dimensions and alignments according to the plans and shall provide all necessary assistance, instruments, begs stakes, poles and other materials required for the purpose. He will keep his own qualified staff and instruments to do the job. The tendered rate shall be deemed to include all this.
8. **TOOLS AND PLANTS: -** The contractor shall arrange of his own tools and plants required for the proper execution and completion of the work within the specified time, if any equipment is issued Departmentally, rent will be recovered from the contractor's bill at rates and terms to be entertained by the contractor from the Engineer--n-charge in writing in advance.

9. **WATCH & WARD :-** The contractor shall in connection with the work provide and maintain at his own cost all guard fencing and watch & ward required for proper execution & safety of materials etc.

10. **MEASUREMENTS: -** The Engineer-In-charge shall except otherwise stated certain and determine by measurements the value in accordance with the contract of the work done. He shall when he require any part or parts of the work to be measured, give notice to or inform the contractor who shall forth with attend or send an authorised agent or representative with the necessary labour and implements to assist the officials measuring the work in making such measurements and shall furnish all particulars required. Should the contractor fail to attend or omit, to sent such Agent or representative, than the measurements made by the Engineer-In-charge or any official under him or approved by him, shall be taken to be the correct measurement of the work.

11. **MATERIALS AND APPLIANCE :-** All reasonable facilities will be provided by the authority to the contractor for procuring of controlled materials but the failure on the part of the contractor to get the materials in pursuance to any permit etc. issued on behalf of the authority, shall not serve any ground for not carrying out his obligations under the contractor.

12. **TIME OF WORKING :-** The contractor will be required to so that the usual working hours are adhered to, No work should be done in the night without the permission of the Engineer-In-charge except when it is absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately seek advice of the Engineer-In-charge Some times, how ever, some work as may be directed by the Engineer with have to be carried out in the night and no extra payment shall be made to the contractor on this account.

13. **PROGRAMME & RETURNS- TO BE FURNISHED:-** As soon as practicable but not later than, one month after the acceptance of his tender the contractor shall if required to submit to the Engineer-In-charge for his approval a programme showing the order of procedure and method in which he proposes to carry out the works and shall when ever required by the Engineer-In-charge for his information particulars in writing of the contractor arrangement for the carrying out of works.

14. **DRAWING AND THEIR OWNER SHIP:-** The sets of working drawing be got issued by the contractor from the office after his tender has been accepted Contractor shall keep one set of drawing in good condition ready at site and available to department Engineering staff on completion of the work, the contractor will have to return these drawings to the office.

15. **EXTRA ITEM OF WORKS:-** The cost of extra items of the works, necessitated during the execution of the work shall be determined as stated in F.S.D.A. condition of contract.

16. **CLAIMS:-** The contractor shall submit to the Executive Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled and of the extra and additional works ordered and executed during the preceeding month. No claim for payment for any such work shall be considered which has not been included in such particulars.

17. **DEFAULT OF CONTRACTOR'S IN COMPLIANCE:-** Defiance of the instructions of the Executive Engineer or the Engineer-In-charge on the part of the contractor will make the contract liable to be terminated.

18. **Willful:-** In sub ordination or disobedience to the orders of the Engineering staff whether alone or in combination with another shall be considered to be and an act of misbehavior ad penalty for this, decided and imposed by the Executive Engineer/Engineer in charge shall be final and binding to the contractor.

19. **CLEARANCE OF SITE ON COMPLETION:-** The contractor shall at all tines keep the premises free from accumulated waste materials or rubbish caused by his employees on the works and on completion of the work he shall clear away and remove from site all construction wastes, surplus materials rubbish and temporary works of any kind and fill up borrow pits dug by him. He will leave whole of the site and work clean and in a workman like conditions to the entire satisfaction of the Engineer-In-charge as provided in F.S.D.A. condition of contract nothing extra shall be paid to the contractor of this clearing.

20. **FOSSILS ETC:-** All fossil, coins, articles of value of antiquity and other remains or things of Geological or archeological interest discovered on the site of the work shall, be given to the Authority by the contractor and shall be deemed as the property of the Authority.

21. **SUSPENSION OF WORK: -** The contractor shall on the written order of the Executive Engineer, suspend the progress of the works of any part there of for such time and in such manner as may be considered, necessary and shall during such suspension properly protect and secure the works so far as is necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor if such a suspension is necessary for the proper execution of the work by reasons of the weather or by some default on the part.

22. **SUBSTANDARD WORK: -** Concrete of strength below 80% of the required strength (as determined by actual tests) shall not be accepted Concrete of strength not below 80% of required strength may be accepted as substandard work at suitably reduced rates provided the use of this under strength concretes confined to such members and in such quantities that the safety of the structure is not endangered. The acceptance, of such sub-standard work will be the entirely discretion of Executive Engineer and the contractor shall not claim as a matter of right. The decision of Executive Engineer shall be final regarding reduction of rates for such sub-standard works.

23. If required the contractor shall provide at his own expenses suitable accommodation for his employees including adequate sanitary arrangements and water supply.

24. The quantities shown in the bill of quantities are approximate and liable to variation to any extent on either side and the contractor will not be entitled to extra rates of compensation due to any change in the quantity of the work to be done. Few items may be required to be committed and contractor shall not be entitled to claim any profit on this account.

- 25.** Joint tenders will not be considered unless the firm is registered one or the same person signing the tender possesses the power of attorney of each other and the partners shall be considered as jointly responsible as well as individually for the tender failing which the tender is liable to be rejected and earnest money forfeited.
- 26.** No more than one tender should be submitted by one contractor or by one firm of contractors unless allowed otherwise.
- 27.** All tendered rates shall be considered to include all jobs as mentioned in the detailed specifications attached.
- 28.** After acceptance of the tender the F.S.D.A. conditions of contract with necessary amendments will be attached with the bond and the same will be binding on the contractor.
- 29.** The work of electric fittings shall be taken in hand when the building work has sufficiently advanced. The contractor will have to afford all facilities to other contractor in the execution of their work so that the entire work may proceed smoothly. No compensation on this account shall be allowed.
- 30.** When opening the tenders the rates shall be read out to all contractors who are present.
- 31.** The white lime required for the work shall be brought to the site in unslacked conditions and stored properly and to specification on the work after approval of the Engineer In charge or his representative.
- 32.** All building materials arranged by the contractor shall be subject to the approval of the Engineer in charge and rejected materials if any will have to be removed by the contractor in three days from the site of the work otherwise a penalty of Rs. 501- per day may be imposed on him till the materials in question are removed.
- 33.** The materials to be supplied by the Department as per schedule, 'C' appended at the rates mentioned there in shall be supplied to the contractor in such lots and such time as the Engineer In charge desired. The contractor should send his requirements well in advance to the Engineer In charge. The materials will be supplied in time as far as possible but in case of any materials being not available, no claim will be entertained. In case of a material, listed in schedule 'C' the contractor will use only those materials which have been issued by the Department unless directed by the Engineer In charge and approved by Executive Engineer.
- 34.** Other materials not covered by the schedule 'C' can also be issued to the contractor at the discretion of the Executive Engineer In charge if available at the current market rate or stock rates which ever is higher.
- 35.** All materials issued to the contractor will have to be stocked and stored properly at the site of the work and a proper account will have to, be maintained by the contractor, in accordance with the instructions of the Engineer In charge etc. So that checking can be done when necessary. If any surplus materials are left at the completion of the work it shall not be disposed of by the contractor unless he receives permission in writing from the Engineer In charge.

36. An order book will be kept at the site of the work in which instruction may be, recorded by the Engineer In charge or his representative. The contractor or his authorized Agents will be required to sign the order book daily in acknowledgement of the instruction in case the contractor refuses to do so the instructions written therein shall be binding on the contractor.
37. **VERBAL INSTRUCTION ISSUED BY THE OFFICER:** Any verbal instruction issued by officers from time to time in connection with change in design or specification which the contractor thinks entitles him for extra payment shall be got confirmed in writing by the contractor. Failure to do this will not entitle him extra payment.
38. The contractor shall be responsible to carry out the work according to the drawings attached with the contractor bond drawing of details given by Engineer I/C/. In case the contractor executes the work of larger dimensions than shown in drawings he will only be paid for as per drawings. In case work executed is of lesser dimension and not covered by the clearances allowed it will be at the discretion of Engineer I/C to accept the work or to reject. In case the work is to be accepted the payment, will be made as per dimensions actually executed
39. The contractor before commencing the work shall (a) post in a conspicuous place at the site of work Notice, giving the purpose of wages which have been certified by the Engineer In charge.
40. The contractor shall be bound by the rules made by the govt. with regard to the period for which wages have to be paid and deduction from the wages.
41. The contractor shall, be bound to preference to Ex-serviceman where available. The nearest sub regional employment exchange may be consulted regarding availability of such man.
42. The contractor shall, be bound to give preference to Ex-Serviceman where available. The nearest sub regional employment may be consulted regarding availability of such man.
43. The tender rates shall include all quarrying charges, royalty screening tools and plants, carriage of materials, district Board and municipal Board Taxes, sales tax and water arrangement etc.
44. Condition of F.S.D.A. conditions of contract manual from 79,80,81,82 will also be applicable and will form part of the contract.
45. No claim for extra payment on account of delay in the supply of materials or machineries to be issued by the F.S.D.A. will be entertained.
46. The contractor must write there correct and complete postal address in the tender and arrange to take the delivery of all letters. If any letter is received back undelivered it will be contractor responsibility and contractor shall be bound for such action as may be written in the content of such letter. Any change of address must be intimated to this office for which he should obtain acknowledgements. The contractor or his agent will not refuse to delivery of letters at the site of work or in F.S.D.A. office.
47. Stamps duty as required in the contract deed will be borne by the contractor.

48. The F.S.D.A. shall have the right to accept at reduced rate sub standard and defective work provided that the sub standard or defective work is not considered to be seriously defective by the Engineer In charge, and the rates of the work so accepted will be suitably reduced by the Executive Engineer to compensate the F.S.D.A. and such reduction will be at the entire discretion of the Executive Engineer and shall be final and binding on the contractor.

49. The work must comply with the relevant U.P. PWD. Detailed specifications and relevant latest standards of Indian standard codes and as specified in detailed specifications attached. Decision of the Executive Engineer/ Engineer in charge regarding applicability, interpretation or any dispute about specifications shall be final and binding on the contractor. The tendered rate shall be deemed to cover the following where required to be done and no extra payment for these shall be made.

(a) Cutting of existing roads and making it good after completion of work in original shape and with specification of broken work.

(b) Cutting & making holes in the brick work or roofs (RBC or RCC) or floors or plasters and making good the same after completion of the work to original shape and with specification of broken work.

(c) Making of pillars in 1st class brick in 1:3 cement in approved coarse sand mortar for fixing water supply lines or water storage tank as desired by the Engineer In charge.

(d) Painting two coat of approved paint on all exposed faces on either GI or HCl pipe line. flushing cisterns, bracket and other fittings and M.S. tanks and girders etc.

(e) Lead jointing in HCl soil or vent pipes, lead shall be filled up to 2 cm. depth (minimum) extra than the caulking by jute.

(f) The supervising staff can check by getting the lead joints opened 20% of all the joints. The same shall have to be refilled by the contractor at his own cost. If any joint found with lesser quantity of lead or crack in lead jointing the penalty as deemed fit by the Engineer In charge shall be imposed to the extent of rejection of all the joints.

The instructions as given in writing by the departmental officers shall have to be binding on the contractor.

50. One sample of each sanitary and water supply fittings and accessories shall have to be got approved from the Engineer In charge before actual execution of the work.

51. The contractor shall be fully responsible for any loss or breakage and defects in the work till the same is not finally measured and taken over from him and till such time he shall have to replace or make good such damages etc. at his own cost.

52. If the building work is in progress the contractor shall have to work in cooperation with other contractor if any so that the entire work may proceed smoothly. In the event of any dispute the decision of the Executive Engineer shall be final. The progress will have to be given in such a way so that the work of building contractor may not suffer.

- 53.** The contractor shall have to dispose of all his surplus earth, and rubbish etc. Away from the building from the site of the work as and where directed by the engineer in charge, at the time of the completion of the work.
- 54.** All the concealed pipe lines shall be tested as per direction of Engineer In charge and shall be concealed only when it is approved. The testing charges and equipment etc. for the same be borne by the contractor. The contractor shall be responsible for the leakage till the security is released.
- 55.** The tendered rate shall include all the local and other taxes, water charges, carriage etc. No claim shall be entertained on such account the quantities are liable to vary on either side to any extent for which no claim shall be entertained.
- 56.** After laying and jointing the S.W. & HCl pipes and fittings shall be inspected and got tested, any joint found leaking shall be done and all leaking pipes removed and replaced without extra cost.
- 57.** The tendered rate shall be deemed cover the charges of making necessary connection with water tank and supply pipes etc. for which nothing extra shall be paid.
- 58.** The floor and walls etc. cut for proper completion of the work shall be repaired and finished to its original specifications.
- 59.** The G.I. pipe work including fitting shall be tested to a pressure as specified in relevant IS code to ensure that pipes have proper threads and proper materials all leaky joints shall be made leak proof. Smoke test shall be carried out for HCl pipe line work as provided in the specifications. The S.W. pipe line shall be tested for 5 meters head of water. Nothing extra shall be paid for all these testing.
- 60.** For the material supplied by the department, proper account will have to be maintained. For cement double lock system will have to be followed.
- 61.** Floor trap, Nahani Trap if any and W.C. shall be paid at the reduced rates i.e. 90% of the rate till got tested against leakage to the satisfaction of the Engineer In charge.
- 62.** The contractor has to carry out the work of testing twice once before taking the final measurement and recently any time during period of 6 months from the date of expiry of contract i.e. maintenance period at no extra payment for this security shall be refunded only after the satisfactory, completion of work test maintenance period.
- 63.** No payment will be made to contractor for cutting chase and its repair in brick work after completion of brick work for fixing precast or cast in situ RCC shelves and no claim on this account shall, be entertained.
- 64.** The jambs of the doors windows shall be finished with cement mortar 1:2:2 (1 cement, 2 coarse sand. 2 jamuna sand) against the 12 mm & 15 mm, thick plastering items of bill of quantities but nothing extra will be paid on this account.

65. No claim will be made to contractor for damage to building work or materials caused by rain any natural calamities or any other reason what so ever during the execution of the work and no such claim on this account shall be entertained.

I/We have carefully read the above conditions and agreed to abide by them.

**Officer Issuing
Tender**

Contractor

**Officer Opening
Tender**

**Vice Chairman
F.S.D.A.**

FIROZABAD SHIKOHABAD DEVELOPMENT AUTHORITY

GENERAL CONDITIONS FOR THE WORK

1. Tenders are advised to see the site of the work and be acquainted with the position of material conditions of contract drawing, modifications etc. if any, before tendering.
2. The work shall be carried out as per U.P.P.W.D. detailed specifications amended up to date. The contractor should go through these specifications and U.P.P.W.D. Schedule of rates revised and as amended up to date before tendering.
3. In giving rates tenderers are advised to take into account fluctuation in market rates, no claim will be entertained on this account after acceptance of the tender and currency of the contract.
4. All entries by the tenderers should be in one ink and in one hand. Erasures and over writings should be signed by the contractors.
5. Rates should be written in figures as well as in words in the tender. In case of variation of rates written in words and in figures lower of the two will be accepted.
6. Quantities of works are subject to wide variation without any notice to the contractor in the event of variation in quantities of work, the contractor shall not be entitled for any compensation and tender rates accepted shall be mutatis mutandis applicable.
7. Conditional, incomplete, unsigned or unwitnessed tenders shall not be entertained.
8. No more than one tender should be submitted by one contractor or one firm of contractors.
9. Under no circumstances will a partner or his son or close relation or the partners of the firm be allowed to tender for the work as separate tender. Breach of this condition will render the tenderer of such tender liable to rejection and forfeiture to their earnest money or permanent security.
10. In case of firm tender must be signed by each partner or member by the person holding the power of attorney on behalf of all other partners, members of the firm. In later case a copy of the power of attorney attested by a Gazette Officer must accompany the tender.
11. Provided that no tender from unregistered firms (as required under the registration of firms and societies act) shall be entertained.
12. Tendered rates will hold good for three months from the date of opening the tender.
13. Contractor shall be bound to pay wages which shall not be less than fair wages in the locality. These minimum rates shall be fixed by the Vice Chairman in consultation with the District Magistrate.
14. Contractor shall be bound to give preference to ex-serviceman wherever available. The nearest sub regional Employment Exchange may be consulted regarding availability of such persons.

15. The tendered rates shall include all quarrying charges, royalties, screens tools and plants, carriage of materials to site stock and removal charges of any rejected materials. Trade Tax and other local Taxes payable to District Board or Municipal Board and water arrangement etc.
16. Conditions of General P.W. No. 9/Manual-1 From 79/80/81/82 will also be applicable.
17. An order book will kept at the site of the work in which instructions and order shall be recorded by the Engineer in charge or his representative. The contractor, his authorised agent will be required to sign the order book daily in acknowledgement of the instructions not shall comply with the order and instructions given in that book.
18. All receipt signed and issued by the contractors, their authorised agents whose names and specimen signatures should be furnished in writing to the Engineer in charge shall be conclusive proof of the delivery of materials.
19. No claim for extra payment shall be entertained on account of delay in supply of materials or machineries by the Authority.
20. The Contractors must write correct and complete address in tenders and arrange to take delivery of all letters, if any, letter is receive back undelivered it will be contractor's own responsibility and contractor shall be bounds for auction as be may be requires through the contents of such leter.
21. The contractor should attach with the tender list of employees showing their qualifications, experience of work and financial status of firm.
22. Stamps duty as required on the contract deed will by born by the contractor.
23. 75% secured advance or other advances can be allowed as per rules in financial Hand Book.
24. All measurements shall be done as per BIS rules and corrected up to date
25. The final bill shall be prepared after three months from the date of completion of the, work. If doors & windows shutters are not supplied by the department.

Contract shall be subject to pay upto 93% from the running bill. The rest of the 7% shall be paid at the time of final payment in accordance to rules and regulations.

Assistant Engineer
F.S.D.A

I/We have carefully read above conditions and agree to abide by them.

Place

Signatures of Contractor

FIROZABAD SHIKOHABAD DEVELOPMENT AUTHORITY GENERAL CONDITIONS OF CONTRACT

1. The Contract, means the documents forming the tender and acceptance there of and the formal agreement executed between the Vice Chairman Firozabad Development Authority, Firozabad and the contractor, together with the documents referred to therein, including these conditions, the specification, designs, drawing and instructions issued from time to time by the Engineer-in-charge and all these documents taken to together shall be deemed to form one contract and shall be complementary to another.

2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them.

(a) The 'Work' or 'Works' shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the works to be executed by, or by virtue of the contract contracted to be executed. Whether temporary or permanent and whether original, altered substituted or additional.

(b) The 'site' shall mean the land and/or other places, on into or through which work is to be executed, under the contract or any adjacent land path or street through which work is to be executed under the contract, or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.

(c) The 'Contractor' shall mean the individual or firm or company, whether incorporated or not, under-taking the works and shall include the legal personal representatives of such individuals or the personal composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual or firm or company.

(d) The Vice Chairman shall mean the Vice Chairman Firozabad, Shikohabad Development Authority, Firozabad his successors or assignees.

(e) The 'Engineer-in-charge' shall mean the Executive Engineer or the Assistant Engineer who shall supervise and be in charge of the work.

(f) The Executive Engineer shall mean the Executive Engineer, Firozabad Shikohabad Development Authority, Firozabad & In charge of the work.

(g) The Assistant Engineer shall mean the Assistant Engineer, Firozabad, Shikohabad Development Authority, Firozabad & In charge of the work.

(h) The 'Estimated Cost' shall mean the cost of the work or works as estimated on the basis of the tendered rate or rates agreed to between the parties to contract. The 'Government' shall mean the Firozabad, Shikohabad Development Authority, Firozabad words importing the singular number include the plural number and vice versa.

SECURITY DEPOSIT

Clause - 1: The contractor shall permit Government at the time of making any payment to him for work done under the contract to deduct 10 percent of all money as payable on account of security deposit until such deductions as along with the sum already deposited as earnest money to be adjusted in the last deduction bill amount.

- (i) In the case of works estimated to cost upto Rs. 1,00,000/- to 10% of the estimated cost.
- (ii) In the case of work estimated to cost more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10% on the first Rs. 10,00,00/- and 7.5% on the balance. And.
- (iii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7.5% on the next Rs. 1,00,000/- and 5% on the balance unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited from amount of the security at the rates mentioned above in case or in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in Indian.

If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew to furnish fresh guarantee to cover the period of time extension, if any and failure on his part to do so shall be construed as a breach of this contract and without prejudice to any other remedy provide in these conditions. The Engineer-in charge shall have the right to withhold payment and deduct the entire Security amount from any moneys becoming payable to the contractor. The amount of the security money shall, if not with held 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, which ever is later.

Provided that in case the payment of the final bill is not made within six months of he completion of the work 75% of the amount of the Security money can be refunded with the prior approval of the Vice Chairman.

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

COMPENSATION FOR DELAY -

Clause-2: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be

proceeded with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Engineer on behalf of the Authority (whose decision shall be final) may decide on the amount of the estimated cost of the whole work shown by the tenderer for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceed one month to complete one fourth the value of the whole of the work within; months from the date of written order to commence the work, one-half the value of the work withinmonths from such date and three-fourths the value of the work within.....month from such date. In the event of the contractor falling 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 executive Engineer on behalf of the authority (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work, remains incomplete Provided that before taking action under this clause the Executive Engineer on behalf of the authority shall have a notice of 15 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed the maximum amount of security as specified in clause-1.

Action when whole security deposit is forfeited

Clause-3(1) The Engineer- in-charge on behalf of the Authority shall have the power, with out prejudice to have right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights of remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing, to determine the contract in any of the following cases.

If the Contractor having been given by the Engineer in charge notice in writing to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient of otherwise improper or unworkman-like manner shall submit to comply with the requirements of such notice or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-In-charge (which shall be final and binding) he will be unable to secure completion of the work by the time of completion or he has already failed to complete the work by that date.

- (a) If the contractor being a Company shall pass a resolution or the Court shall make an order that the company shall be bound up or if circumstances shall rise which entitle the court to make a winding order. Creditor to appoint a receiver or manager or which entitle the court to make a winding order.

- (b)** If the contractor commits breach of any of the terms and conditions of this contract order than those mentioned in Sub-Glues (a) and (b) if the contractor commits any acts mentioned in Clause-21 hereof.
- (2)** When the Contractor has made himself liable for action under any of the cases aforesaid, the Executive Engineer/Engineer in charge on behalf of the Authority shall have powers to adopt anyone or more of following courses as he may deem best suited in the interest of Authority.
- (i)** To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge or communicated through the Assistant Engineer, shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall liable to be forfeited and shall absolutely at the disposal of the Authority.
- (ii)** To employ labour paid by the Authority and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor, under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under this subsection provided also that if the expenses incurred by the Authority are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- (iii)** After giving notice to the contractor to measure up the work of the Contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contract or to complete in which case any expenses which may be incurred in excess of the sum, which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer In charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Authority under this contract or on any other account what so ever or from his security deposit or the proceeds of sales there of or a sufficient part there of as the case may be.
- (3)** In the event of any one or more of the course mentioned in Sub-Clause (2) above, being adopted by the Engineer – in – charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased for procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually

performed under this contract unless and until the Engineer in charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Certificate
remains
liable to pay
com
pensation if
action not
taken under
clause-3

Clause -4 In any case in which any of the power conferred upon the Engineer in charge by Clause – 3 hereof shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of these conditions hereof, and such power shall notwithstanding that be exercisable in the event of any future case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation & liability of the contractor for past & future compensation shall remain unaffected in the event of the engineer in charge putting in force all or any of the power vested in him under the preceding clause, the engineer in charge may if he so desires, take possession of all or any tools, plant, materials or land stores. In or upon the works or site thereof or belonging to the contractor or procured by him intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable, at current market rates, to be certified by the Engineer in charge whose certificate thereof shall be final, otherwise the Engineer in charge may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent or representative require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer in charge may remove at the contractor's expense or sell them by auction or private sale on the account of the contractor and at his risk in all respects and the certificate of the Engineer in charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

Power to
take
possession
of require
removal of
or sell
contractors
Plant,

Extension of
time

Clause -5 If the Contractor shall desire an extension of the time for completion of the work on the grounds of this having been unavoidably hindered in its execution, or any other ground, he shall apply in writing to the Assistant Engineer and a copy thereof is sent to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such as aforesaid, and the Assistant Engineer in his opinion reasonable grounds has been shown thereof may recommend such extension of time if any, as may, in his opinion is necessary or proper to Executive Engineer who will authorize such extension of time, if any as may, in his opinion, be necessary or proper, and his decision shall be final provided always that if the contractor continues to perform the work beyond the date of completion or the

extended date as the case may be without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under Clause -3 shall not be deemed to have been waived.

Final
Certificate

Clause – 6 : On completion of the work the contractor shall send a registered notice to the Engineer in charge giving the date of completion and sending a copy of it to the Executive Engineer and shall request the Assistant Engineer to give him a certificate of completion but on such Certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed all scaffolding surplus Materials and rubbish, and cared off the dirt from all wood work, door, windows walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution there of and he has filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and the rubbish and dispose of the same, as he thinks fit, and clean of such dirt and fill the pits as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sell there of. On completion the works shall be measured by on complete Assistant Engineer him self or through his subordinates, whose measurement shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of remeasurements by the subordinates as aforesaid the assistant engineer has reason to believe that the measurements taken by his subordinates are not correct, the assistant engineer shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor to take measurements again after giving reasonable notice to the contractor and such re-measurements shall be binding on the contractor, within ten/thirty days of the receipt of the notice the Engineer in charge shall inspect the work and, if there is visible no defect on the face of the work, shall give the contractor a certificate of completion if the assistant engineer finds that the work has been fully complete. It shall be mentioned in the certificate so granted. If on the other hand it is found that there are certain visible defects to be removed, the certificate to be granted by assistant engineer shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defect pointed out above have been removed.

Payments
on inter
mediate
certificate
to be as
advance

Clause – 7 : No payments shall be made for works estimated to cost less than rupees one payments thousand till after the whole of the works shall have been completed and a certificate of completion given. But in case of works estimated to cost more than rupees one thousand, the contractor shall on submitted the bill thereof, be entitled to receive monthly payment proportionate to the part there of then approved and passed by the engineer-in-charge. Whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only not as payments for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect of unskilled work to be removed and taken away and reconstructed, respected or it shall not be considered, as an admission of the due performance of the contractor part thereof in any respect or the accruing of any claim, not shall in conclude, determine or affect in any way this powers of the engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts other wise or in other way or affect the contract .

Bills to be
submitted
monthly

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the assistant engineer and payment shall be made within three months of the submission of the such bills if the amount of the contract plus that of the additional items is upto Rs. 2 lacs and in six months if the same exceeds Rs. 2 lacs if there shall be any dispute about any item of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, this claim shall be deemed to have been fully waived and absolutely extinguished.

Clause – 8 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer in charge for all work executed in the previous month and the engineer in charge shall take or cause to be taken the requisite measurement, for the, purpose of having the same verified, and as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, it the contractor does not submit the bill within the time fixed as aforesaid, the engineer in charge may get the said work measured up in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the engineer in charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Contractor
to be given
a week to
file objection
to the
measurements
recorded
by the
authority.

Clause – 9: Before taking any measurement of any work as has been referred to in clause 6, 7 & 8 hereof, the engineer or a subordinate deputed by him shall give reason able notice to the contractor. If the contractor fails to attend at the time of measurements after such notice or fails to Countersign or to record the difference with in a week from the date of measurement' in the manner required, by the Engineer in charge then and in any such event, the measurements taken by the engineer in charge or by the subordinate de putted by him as the case may be shall not with standing the provision in clause 8 be final and binding on the contractor and the contractors shall have no right to dispute the same.

Clause – 10: The contractor shall submit all bills on the printed forms to be head on application at the offices of the engineer – in charge and the charges in the bill shall always be entered at the rate 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 rates hereinafter provided for such work.

bills to be
on printed
forms

Clause – 11: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the engineer-in charge store, or if it is required Authority that the contractor shall use certain stores to be provided by, The engineer in charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the Schedule of memorandum here to annexed) the contractor shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to became due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in government securities, the same or of sufficient portion there of being in this case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time from the engineer-in-charge about the position of availability of the materials as afore mentioned and any delay on the part of the engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of the such delays the contractor shall be a granted reasonable extension of time All materials supplied to the contractor are the property of the contractor but shall not on any account be removed from the site of the work, except with the written permission of the engineer-in-charge or under his orders and shall at all times be open to

Stores
supplied
by
Authority

inspection by the engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract may, by special arrangement, be taken over by government at prevailing market rates, if required for use on other works in progress provided that the price allowed, shall not exceed the amount charged to the contractor.

Works to be executed with specification drawings orders etc

Clause – 12 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the engineering charge and lodged in his office, and to which the contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings & instructions as are not included in the detailed P.W.D. specification for buildings and roads enforced from time to time or any other printed publications or general specifications referred to elsewhere in the contract.

Alterations in specifications and designs

Clause – 13: The engineer in charge shall have power to make any alteration in, commission from, additions to or substitutions for the original specifications, drawing, designs and instructions that appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with and instructions which may be given to him in writing signed by the engineer in charge, and such alterations, commission, additions or substitutions shall not invalidate the contract any altered, additional or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor, on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion, that the altered additional or substituted work bears to the original contract work, and the certificate of the engineer-in-charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

Do not invalidate contract

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

Extensions of time in consequence of alterations.

(ii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract the work or can not be derived from the

similar class of work in the contract then such work shall be carried out at the rates entered in the schedule of rates for Agra District minus plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender/

- (iii) If the rates for the altered additional or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of the work as are specified in the contract for the work.
- (iv) If the rates for the altered additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iii) above, then the rates for such work shall be worked out on the basis of the schedule of rates of District specified above minus plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the schedule of rates. The rate for so part or parts will be determined by the executive engineer behalf of the authority on the basis of the prevailing market rates when the work was done.
- (v) If the rates for the altered, additional or substituted work can not be determined in the manner specified in Sub-clauses (i) to (iv) above, then the contractor shall within 7 days of the "date of receipt of order to carry out the work inform the executive engineer of the rate which it is has intention to charge for such class of work, supported by analysis of the rate or rates claimed and the executive engineer shall determine the rate or rates.

on the basis of the prevailing market rates and pay the contractor accordingly, However the executive such class of work and arrange to carry it out in such manner as he may consider advisable. But under to circumstances the contractor shall suspend the work on the under sub-clauses (1),(ii) and (iii) shall be worked out by the executive on behalf of the authority.

Clause 14 : If at any time after the commencement of the work the administrator shall for reason whatsoever not require the whole thereof as specified in the tender to be carried out the engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to an payment of compensation what ever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall be have any claim to compensation by reason of his having

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

purchased or procured materials with a view to the execution of the work or the performance of the contract, But the engineer in charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work to pay to the contractor the actual cost thereof (of the amount of which cost a certificate by the engineer in charge shall be binding of the contractor). In the event option not being exercised, the contractor may submit to the engineer in charge within one month of the date of the order closing down the work a detailed statement of the loss that he estimated he will sustain by removing selling or other side disposing of the materials. The estimate will be forwarded to the administrator who will decide what sum, if any should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him, and the decision of administrator shall be final and binding on the contractor

Action and compensation payable in case standing of bad work

Clause -15 : If it shall appear to the engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the engineer in charge specifying the work, material or articles complained of not with standing that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and re execute the work or remove and replace with others the materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Acceptance of substandard work causing technical examination of work

Clause -16 : Authority shall have the right to accept at reduced rate, sub-standard or defective work, and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers, 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, ay sum if found and to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not little have been actuality executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for authority to recover the same form him in the manner prescribed in Clause 1 above or in 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 authority to the contractor Provided that the sub-standard or defective work accepted is not

considered to be seriously defective by the engineer in charge and the rate of the work so accepted is suitably reduced by him to compensate the authority and such reduction binding on the contractor.

Works to be open inspection.

Clause -17: All work under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the engineer in charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other time, at which reasonable notice' of intention of the engineer in charge or his subordinate to visit the works at all have been given to the contractor, either himself be present to received orders and instructions, or have a responsible agent duty accredited in wring present for that purpose. Orders given to the contractor agent hail be considered to have the force as if they had been given to the contractor himself.

Contractor or responsible agent to be presents

Clause -18 : The contractor shall give not less then five days notice in writing to the engineer in charge or his subordinate in charge of the work before covering up or otherwise placing given beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement; and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the engineer in charge or his subordinate in reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's extensor in default thereof no payment or allowance shall be made for such work or the materials with which the safe was executed.

Notice to be before work's covered up.

Clause – 19 : If the contractor or hip work people or servants shall break deface, injure or destroy any part of a building on or in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground 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 whatsoever, or any defect shrinkage or other faults appear in it within six months after a certificate final or otherwise, of its completion shall have been given by the, engineer in charge as aforesaid, the contractor shall make same good at is own expense or in default engineer in charge may cause the same to be made good by other work men and deduct the expense (of which the certificate of the engineer in charge shall be final) from any sums that may then or at any time there after, become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof or in any other manner legally permissible.

Contractor liable for damage done & for imperfections for six months after certificate caress

Clause- 20 : The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance will the contract be supplied from the

Contractor to supply plant ladders scaffolding etc

Engineer in charge stores), plan, tools, appliance's implements, ladders, cord age, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contractor referred to in these conditions or other documents forming part of the contractor referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the engineer in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work The contractor shall also supply with out charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting weighting and assisting in the measurement or examination at an time and from time to time of the work or materials, Failing his so doing the same may be provided by the engineer in charge at the expense of the contractor and the expenses may be deducted from any due to the contractor under the contract on or from his security deposit or the proceeds of sale there of, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expensed of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person, if any equipment is issued by the authority store rent will be recovered from the contractor's bills at rates fixed by the executive engineer the terms of such issue to be ascertained by the contractor from the engineer in charge in writing in advance.

Work no to be
subject

Clause- 21 : The Contract shall not be assigned or sublet, without the written approval of the executive engineer, And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors, or attempts so to do or it any bribe, gratuity, gift, loan perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agents, to any authority officer or person in the employ of authority in any way relating to his office of employment or if any such officer or person shall became in any way directly of indirectly interested in the contract, the executive engineer may thereupon by notice in writing rescind the contractor, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of authority and the same consequence shall ensure as if the contract had

Contract may be
rescinded and
security deposit
forfeited sublitting
bribing of if
contractor became
insolvent

been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there to or for actually performed under the contract.

Clause – 22 : The contractor shall not for the execution of the work employ any labour under 12 years of age and within the limits of any cantonment, any female labourer. For every breach of this covenant the contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the engineer in charge may fix and the engineer in charge may recover such sum by deduction from any sums which may be due, or may at any time thereafter become due to the contractor

Clause – 23 : (a) The contractor shall pay to his labourers a fair wage and shall supply every labourer employed by him with a wage – card on which the rate of wages, the attendance and payments will be entered.

(b) The contractor before he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wages are applicable the wages will be such as may be certified as fair wages by the engineer in charge and shall send a copy of the notice to the engineer in charge.

Clause- 24 : The contractor shall be bound by all statutory provision with regard to the period for which wages shall be paid and deduction from wages.

Clause- 25 : The contractor shall comply with all labour laws as applicable at the site or the work.

Clause- 26 : In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the directives issued by Government of U.P. from time to time for the protection of health and sanitary arrangements for workers employed by authority and its contractors.

Clause- 27 : Leave and pay during leave of all labour employed by the contractor shall be regulated as follows :

(1) LEAVE

- (i) In the case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage upto 3 weeks from the date of miscarriage.

(2) PAY

- (i) In case of delivery leave pay during maternity, leave will be at the rate of the woman's average daily earnings, calculated on the total wages

Maternity benefit rules for female workers employed by contractor.

earned on the days when full time work was done during a period 3 months immediately preceding the date on which she give notice that she expects to be confined or at the rate of seventy – five paisa a day which ever is greater.

In case of miscarriage leave pay at the rates of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of maternity leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for total period not less than 6 months immediately preceding the date on which she precedes on leave.

In the event of the contractor committing a default or breach of any of the provisions of the authority's directions to contractors for the protection of health and sanitary arrangements for the workers of furnishing any information or submitting or filling and any statement under the provisions of the above directions which is materially incorrect, the contractor shall without prejudice to any other liability pay to authority a sum not exceeding Rs. 501/- for every default or breach and in the event of the contractor defaulting continuously in this respect the penalty may be enhanced to Rs 50/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender . The decisions of the engineer in charge shall be final and binding on the parties.

Should it appear to the engineer in charge that the contractor is not properly observing, and complying with the said directions for the protection of health and sanitary arrangement for work people employed by he contractor (here in referred as the said directions), the engineer in charge shall have power to give notice in writing to the contractor requiring that the said directions be completed with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice If the contractor shall fail within the period specified in the notice to comply with and observe the engineer in charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor. The contractor shall erect make and maintain at his expense, and approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed according to the approved standards, the engineer in charge shall have power to give notice in writing to the contractor requiring that the said huts and sanitary arrangements be remodeled and for reconstructed according to approved standards and if the contractor shall fail to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the engineer in charge shall have the power to removed or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor.

Clause – 28 : The contractor shall at his own cost provide his labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the engineer in charge.

- 1 (a)** The minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at rate of 30 sq. feet for each member of the workers family staying with the labourer.
- (b)** The contractor shall in addition construct suitable cooking places having a minimum area of 6" x 5" ajar cent to the hut for each family.
- (c)** The contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. Those bathing and washing places shall be suitably screened.
- 2 (a)** All the huts shall have walls of sun dried or burnt bricks, laid in mud mortar or other suitable local materials as may be approved by the engineer in charge. In case of sun dried bricks, the walls should be plastered with mudguard and shall be at least 6" above the surrounding ground the roofs shall be laid with thatched or any other materials as may be approved by the Engineer in charge and the contractor shall ensure throughout the period of their occupation the roofs remain water light.
- (b)** The contractor shall provide each hut with proper ventilation.
- (c)** All doors windows and ventilators shall be provided with suitable leaves for security purpose.
- (d)** There shall be kept an open space of at least 8 Yards between the rows of huts which may be reduced to 20ft, according to the availability of sited with the approval of the engineer in charge. Back to back construction will be allowed.

3. Water Supply :- The contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes. Where pipe water supply is available, the supply shall be at stand posts, and where the supply is from wells or river, tanks which may be of metal or masonry shall be provide. The contractor shall also at his own cost make arrangements for laying pipe line for water supply to his labour camp from the existing main where ever available and shall pay all fees and charges therefore.

4. The site selected for the camp shall be high ground, removed from jungle.

5. Disposal of Excreta : The contractor shall make necessary arrangements for the disposal excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the local health authorities. If trenching or

incineration is not allowed, the contractor shall make arrangement for the removal of excreta through the municipal board and inform, it about the number of labourers employed so that arrangement, may be made by such board for the removal of the excreta All charges on this account shall be born by the contractor and paid direct by him to the municipality. The contractor shall provide one sweeper for every eight seats in case of dry system.

6. Drainage : The contractor shall provide efficient arrangement for draining away silage water so as to keep the camp neat and tidy.

7. The contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid any accidents to the workers.

8. Sanitation : The contractor shall make arrangements for conservancy and sanitation in labour, camps according to the rules of the local public health and medical authorities.

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

Clause – 29 : All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damages sustained and whether or not any damage shell have been sustained.

Changes in constitution of the firm.

Clause – 30: In case of tender by partners any charge in the constitution shall be forth with notified by the contractor to the engineer in charge for his information.

Works to be under director of Engineer in charge.

Clause – 31 : All works to be executed under the contractor shall be executed under the direction and subjects to the approval in all respects of the Engineer in charge for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to carried on.

Protests

Clause-32 (a) If the contractor considers any work demanded of him to be outside the requirements of contract, or considers any record or ruling of the Engineer in charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instructions or decisions. Where upon be shall proceed without delay to perform the work or conform to the record or ruling and within twenty days after date of receipt of the written, instruction or decisions he shall file a written protest with the engineer in charge stating clearly and in detail the basis of his objections. Except for such protests or objections, as are made on record, in the manner herein specified and within the time limit slated the records, ruling instructions or decisions of the Engineer in charge shall be final and conclusive instructions and or decisions of the engineer in charge contained in letters transmitting drawings to the contractor shall be considered as written instructions or decisions subject to protests or objections as herein provided.

(b) If the contractor is dissatisfied with the final decision of the engineer in charge in pursuance of clause – 32 (a), the contractor may within twenty days receiving notice of such decision, give notice in writing 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 twenty days as stipulated above the decision of the engineer in charge shall be conclusive and binding on the contractor.

(c) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders on 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 thereof shall be referred to the sole arbitration of the person or persons appointed by the administrator. 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 matters 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 dispute or difference. The arbitrator to whom the matters are originally or subsequently referred being incapacitated to act the administrator shall appoint another person to act as arbitrator in accordance with the terms of contract. It is also a term of this contract that no person other than a person appointed by the administrator as aforesaid shall act as arbitrator and, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid to the provisions of the Arbitration Act 1960. Or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

All disputes between the parties to the contract arising out of and relating to the contract shall after written notice by either party to the contract, to the other party, be referred to arbitration as above. Unless the parties otherwise agree such reference shall not take place until after the completion alleged completion or abandonment of the work the determination of the contract.

The venue of arbitration shall be such a place or places as may be fixed by the arbitrator in his their sole discretion. Any suit or application for the enforcement of this arbitration clause shall be filed in the competent court at Firozabad and no other court of any other district of the Pradesh or outside Uttar Pradesh shall have any Jurisdiction in the matter.

The award of arbitrator shall be final, conclusive and binding on both the parties to the contract.

Stores imported
Europe to be
obtained from
Government

Clause – 33 : The contractor shall obtain from the Stores of the engineer in charge all stores and all imported materials, if required, to any considerable or extent for the work or any part thereof or in making up articles required there for or in connation therewith. The value of such stores and articles as may be supplied to the contractor by the engineer in from charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at cost price, which for the purposed of this contract shall include the cost of carriage and all other expenses whatsoever which shall been incurred in obtaining delivery of the same at the stores aforesaid.

Clause-34: Except where otherwise provide in the contract all questions and disputes relating to the meaning of the specifications designs, drawings and instruction here in mentioned and as to the quality of workmen ship or materials use done the worker as to any other question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract. Designs drawings specifications, estimates, instructions, orders 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 thereof shall be referred to the sole arbitrator of the administrator of the authority or if he so pleases any person appointed by him. It will be no objection to an/such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which the contract relates and that in the course of his duties as Government servant or Administrator he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter to which the contracts relates and that in the course of his duties as Government servant or administrator he had expressed views on all or any of the matters 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 such reason, the administrator at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also term of this contract that no person other that a person

appointed by the administrator or the administrator himself should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Action where no
specification is
given

Clause-35: In the case of any class of work for which there is no specification in the contract such work shall be carried out in accordance with the detailed P.W.D. specification and in the event of there being no detailed specification for the same work shall be carried out in all respect in accordance with the instructions and requirements of the engineer in charge.

Clause-36 : The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross., and net, amounts of the bills for the work done.

Clause-37 (1): In every case in which by virtue to the provisions of section 12 sub Sections (1) the workmen's Compensations Act 1923 Government is obliged to pay compensation to a workmen employed by the contractor or by any sub-contractor from him in the execution of the said 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 there of by deducting it either form the security deposited by the contractor to his credit under clause 1 of these conditions or from any other sum due to Government form the contractor whether under this contact or otherwise .

(2) Government shall not be bound to contest any claim made against it under section 11 2, sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.

Clause-38 : No bricks for use on the work shall be manufactured within the limits of a Municipality, Cantonment or Notified area or within half a mile of the site of work. Any bricks so manufactured may be rejected by the Engineer in charge.

Clause-39 : No earth for filling, or for any other purpose, shall be excavated within five miles of the site of the work except with the written permission of the Engineer in charge and then only on condition that the area in which such excavation is made, shall be leveled and dressed by the contactor at his won expense in accordance with the instructions of the Engineer in charge, and in such a manner as to prevent the formation of pools stagnant water.

If the contractor fails to comply with this condition the Engineer in charge may cause the ground to be leveled and dressed by other workmen and deduct the expense (of which the certificate at the Engineer in charge shall be final) from any sums which may be due, or may at anytime there after become due to the contractor from his security deposit, or from the proceeds of sale there of.

Contractor

Engineer –in-charge
Development Authority Firozabad

Vice Chairman
Development Authority Firozabad

ANNEXURE - 1

AGREEMENT

Tender invited by executive engineer - FSDA

(Vikas Pradhikaran, Firozabad, U.P.)

Tender Notice No.
.....
.....

In consideration of the FSDA having treated/to be on eligible person whose person whose may be considered the tender here by agrees to the conditions that the proposals to the above inviting shall not be with drawn within three months from the date of opening of the tender, also to the condition that it after the tender the tenderer withdraw his proposal within the said period. Earnest money deposited by him may be forfeited to the FSDA in the of the later and I hereby also agree that is subsequent to the submission of my tender not acceptable to the FSDA be deemed to have with drawn any proposal.

Signed day

of

witness

1.Signed by

2.Signed by

Important Note :

This agreement is to be signed by the Contractor On stamp of Rs. 100/- with One Rupee revenue stamp should be affixed on it. This is to be submitted along with the tender failing which the tender is liable to be rejected.

(

1. The quantities are liable to wide variation upto any extent for which no claim whatsoever shall be entertained
2. All extra items shall be executed on the same rates as % (percentage) tendered by the contractor section wise on the basis of schedule of rates at the time of inviting the tenders.
3. All works shall be carried out as per U.P.P.W.D. detailed specification and amendments made therein from time to time.
4. Trade Tax as admissible from time to time will be recovered from the gross amount of the bills.
5. In the event of any dispute Firozabad courts will have exclusive jurisdiction and no suit shall lie in any other court.
6. Bdkj }kjk fufonk ds l kfk #0 100@ dk LVkEi ij rFkk #0 1@& j0t; w LVfi ij Bdkj ekud Hkk"kk ea gLRkk{kj dj l yXu fd;k tk; xk] ftl ij Bdkj }kjk ; g vMjVfdx nh tk; xh fd fufonk dh njaos] rk dh vof/k eaokfi l ughayh tk; xhA

7.here by offer to execute the above work.....
% (in figure).....
(in words).....

above / below the rates printed on the bill of quantity in respect of sectionof the work.

Asstt. Engineer F.S.D.A.	Contractor	Officer Opening Tender	Officer Recommending Tender	Vice Chairman
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