

U.P. STATE CONSTRUCTION AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of U.P. Undertaking)

(AN ISO 9001:2000 Certified Organisation)

**Reg. Office : H.N.-552, Manorama Sadan, East Azadnagar Behind Panchmukhi
Hanuman Mandir, Taramandal, Gorakhpur (U.P.),273016**

Email Id:- segkpscidco@gmail.com

Notice Inviting E-Tender

Tender Notice No.: 10/EE/Gorakhpur/2026-27

Date- 20/05/2026

- 1- U.P. State Construction And Infrastructure Development Corporation Ltd., H.N.-552, Manorama Sadan, East Azadnagar Behind Panchmukhi Hanuman Mandir, Taramandal, Gorakhpur (U.P.) invites in 2 bids system online tenders on percentage rate bid from **eligible and registered contractors of U.P. State Construction And Infrastructure Development Corporation Ltd** registered in "C And Above" class. Bidders are advised to note the minimum criteria.

S. N.	Name of Work	Estimated Cost (Rs.In Lacs)	Earnest Money (In Lacs.)	Cost Of Bid Document (In Rs.)	Time of Completion (In Months)	Address of Sale of E-Tender	Place of Submission of Procurement
1	2	3	4	5	6	7	8
1	Ekikrit Vikas Yojnantargat Janpad Gorakhpur Ke Vikas Khand- Gola, Gram- Makrandpur Me Samudayik Kendra Ka Nirman Karya.	50.00	1.00	2000+ G.S.T. = 2360.00	06 Months	To be downloaded from the e-Tender portal of nic "etender.up.nic.in"	To be Uploaded on e-tender portal of nic

- 2- The contractors who fulfill the following requirements on bid submission date shall be eligible to apply.
- i) Should have successfully completed similar works during the last Seven years as a prime contractor satisfying either of the following.
- a) Three similar completed works each costing not less than 40% of Tendered cost.
- Or
- b) Two similar completed works each costing not less than 60% of Tendered cost.
- Or
- c) One similar completed work costing not less than 80% of Tendered cost.

Note: - One Completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to mentioned above of the estimated cost put to tender with some Central Government Department / State Government Department / Central Autonomous Body / Central Public Sector undertaking.

- (ii) Should have an average annual financial turnover of 50% of BOQ Amount during last three years, ending 31st March 2025 (copy of balance sheet duly certified from C.A. registered in the institute of Chartered Accounts of India to be submitted). Turnover certificate in construction works during the last five years considering the completed as well as works in progress duly certified by C.A. must be uploaded with the bid.
 - (iii) Should not have incurred any loss in more than two years during the last three years. Solvency certificate from Nationalized Bank/ Scheduled Bank (HDFC/ ICICI/ AXIS Bank only) or District Magistrate to be submitted/ uploaded. (Bank Solvency Certificate should not be issued more than one year before the closing date of NIT).
 - (iv) Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or blacklisting, if any should be indicated/ uploaded.
 - V) Pan and GST Certificate Required.
 - Vi) 5% Security shall be deducted from Bill.
 - Vii) G.S.T shall be paid as applicable.
 - VIII) Payment shall be made as per availability of funds from client.
 - IX) Changes in the quantities and specifications of the BOQ will be acceptable to all the bidders.
 - X) Prescribed Form No. PWD-T4, PWD-T5, PWD-T6 (Affidavit) provided by District Magistrate Will be given on stamp paper after getting it verified by notary in the presence of witnesses.
 - XI) The liquid Assets certificates submitted by the tenderers must clearly state the amount of liquid assets. The certificate should not be older than three months. Any word other than liquid assets has no relevance and shall not be considered.
- 3- The bids shall remain valid for acceptance for a period of One hundred Five days from the last date of submission of bids. (Must be Submit on Rs.100/- Stamp Paper)
- 4- Bidders shall submit two separate covers marked "technical bid" and fee in PDF format and "financial bid" in cover "b" in Excel format.
- 5- Financial bids shall be opened of those bidders whose bids are technically qualified E.M.D. properly submitted in as R.T.G.S. and found eligible. Scanned copy of RTGS/ Tender fee transaction detail to be uploaded with technical bid. In financial bid, rates shall be quoted by contractor Exclusive of taxes (GST as applicable shall be paid extra) Please refer to para.16.8.03 of Special Condition of Contract.
- 6- Bids must be accompanied by a tender fee of the amount specified for the work. The Tender fees and Earnest Money (EMD Fees) must be deposited online in bank account of **U.P. State Construction and Infrastructure Development Corporation Limited**. The intending bidders must upload the copy of transaction details onto NIC portal. Bank account details are as follows: -

S.No.	Details	Tender Fees (Only N.E.F.T./ R.T.G.S.)
1.	Account No:	50100096851845
2.	Name of Bank:	HDFC BANK
3.	Account Type:	Saving
4.	Address of Branch:	TARAMANDAL, GORAKHPUR.
5.	IFSC Code:	HDFC0004217

- 7- A set of Bidding documents may be downloaded from the e-tender portal of NIC as mentioned in column-7 between dated mentioned in tender input from section 'F' (critical dates).
- 8- A pre bid meeting shall be held in the office of the **Executive Engineer**, on date as scheduled on U.P. E-Tender Portal.

- 9- Bid will be uploaded on e-tender portal of NIC on dates mention in section 'F' and the technical bids will be opened on **30/05/2026** at **03:00 PM**, in the office of **Executive Engineer**, and the name of qualified bidders Shall be uploaded at portal, the financial bids shall be opened, and name of successful bidder shall be uploaded and displayed.
- 10- No Engineer of gazette rank or other gazette officer employed in Engineering or Administrative duties in an Engineering Department of the state/ Central Government is allowed to work as a contractor for a period of two years after his retirement from government service, without Government permission. 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 has not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the contractor's service.
- 11- Any bidder who is having criminal record is not allowed to participate in the bidding process. (Affidavit on the notarized stamp paper of Rs. 100.00 with seal and sign of the bidder should be uploaded).
- 12- Any bidder who is registered with the state Bar council is not allowed to participate in the bidding process. (Affidavit on the notarized stamp paper of Rs. 100.00 with seal and sign of the bidder should be uploaded).
- 13- Bidding Document's general conditions of contract can be seen with tender document and shall be abide by tenderer.
- 14- Material used in construction (Cement, Steels, Electrical Goods, Sanitary, Painting material) must be ISI approved.
- 15- UPSCIDCO Limited reserves the right to reject any or all the applications or limit the short list to any number or cancel this process without assigning any reason what soever at any time during bid process.
- 16- The required papers uploaded as tender fee, EMD, Affidavit etc. for qualification must be uploaded with seal and signature.
- 17- Bid capacity (on Rs.100.00 non-judicial stamp papers) should be uploaded with duly verified by C.A. in Format (Form A1 And A2 as attached in document should be signed and seals by both C.A. and bidder). Name of work, Tender Id and calculation of bid capacity etc. must be written on the stamp paper.
- 18- The required papers uploaded for tender should be properly readable with Seal and Signature, Blurred or misprint paper will not be acceptable.
- 19- At the time of submitting the tender, it is mandatory to upload an affidavit executed on a non-judicial stamp paper of ₹100/-, in the prescribed format, along with the tender.
- 20- The successful bidder will have to submit 5% performance guarantee of the tendered cost in the form of bank guarantee of nationalized bank/Scheduled bank (HDFC/ICICI/AXIS BANK only) or FDR/DD.

If the rates quoted by the bidder is below the BOQ, additional security will have to be deposited with reference to G.O. No. 622/23/12-2012-2 Audit/08 T.C. -2 Dt. 08-06-2012 of UPPWD-Anubhag-12, as per following: -

- (a) **0.50% per 1.00% below up to 10%, below of BOQ.**
- (b) **1.00% per 1.00% below, above 10%, below of BOQ.**

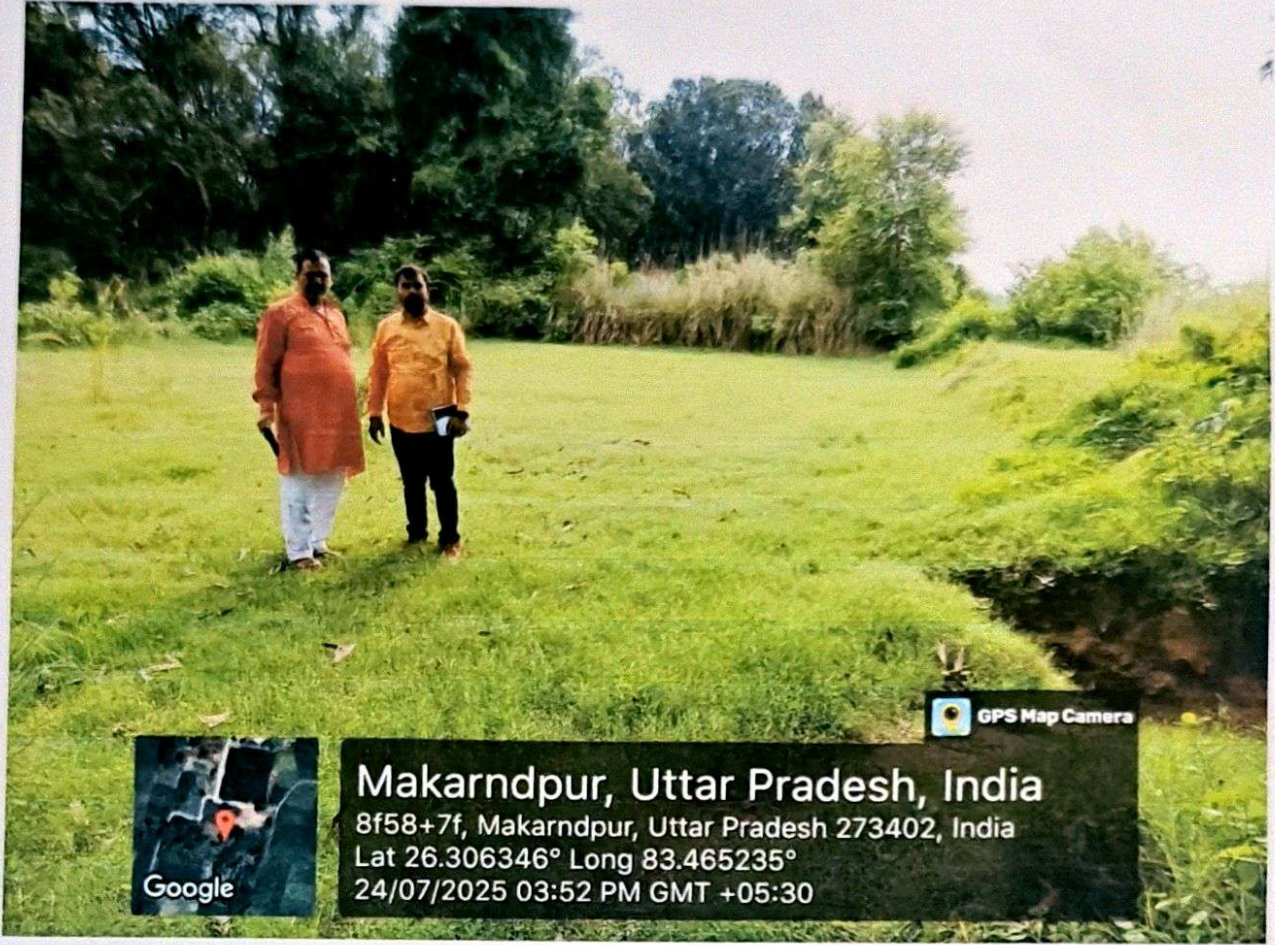
- 21- निविदादाता द्वारा साइट निरीक्षण एवं दस्तावेजीकरण के सम्बन्ध में निम्न बिन्दुओं को भी संज्ञान में लिया जाना है:-
1. **साइट निरीक्षण अनिवार्यता** :- ठेकेदार अथवा ठेकेदार द्वारा अधिकृत प्रतिनिधि द्वारा निविदा प्रकाशन की तिथि के पश्चात् साइट का भली-भाँति निरीक्षण करना अनिवार्य होगा।
 2. **नाम पट्टिका का प्रदर्शन** :- निरीक्षण के दौरान अथवा ठेकेदार द्वारा अधिकृत प्रतिनिधि एवं फर्म की नाम पट्टिका स्पष्ट रूप से प्रदर्शित की जानी चाहिए।
 3. **जी0पी0एस0 आधारित फोटोग्राफी** :- निरीक्षण के दौरान साइट की जी0पी0एस0 लोकेशन सहित फोटोग्राफी करना अनिवार्य होगा। फोटोग्राफी में साइट का स्पष्ट दृश्य और कार्य स्थल का नाम स्पष्ट रूप से प्रदर्शित होना चाहिए।
 4. **फोटोग्राफ का अपलोड करना** :- निरीक्षण के उपरान्त ली गयी जी0पी0एस0 फोटोग्राफ का निर्धारित पोर्टल/ प्लेटफार्म पर अपलोड करना अनिवार्य होगा। ताकि यह सुनिश्चित हो सके कि साइट का निरीक्षण किया गया है।
 5. **प्रमाण प्रस्तुत करना** :- ठेकेदार को साइट निरीक्षण की पुष्टि हेतु जी0पी0एस0 फोटोग्राफ और कार्य स्थल का विवरण तकनीकी बिड के साथ अपलोड करना होगा।
 6. **अनुपालन की पुष्टि** :- निविदा प्राधिकारी निरीक्षण दस्तावेजों और फोटोग्राफ की पुष्टि करेगा, यदि निरीक्षण का पालन नहीं किया जाता है तो ठेकेदार बिड अस्वीकार कर दी जायेगी।
- 22- Interested bidders can download the e-tender document & conditions form e-Tender portal of Govt. of Uttar Pradesh i.e. <https://etender.up.nic.in>. The bid shall be submitted online using a valid Digital Signature Certificate. No other mode submission is permitted. Bidders are advised to attend the pre-bid meeting.

-----Note-----

1. Any addendum or corrigendum or any other update shall be available on <https://etender.up.nic.in>. Therefore, Bidders are requested to refer to the e-Tender portal from time to time for any addendum/corrigendum/other updated regarding the e-tender.
2. If the tender fee is not deposited online by the registered firm, then firm will be disqualified.

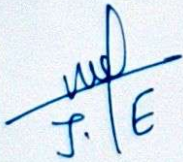

Executive Engineer,
U.P. SCIDCO, Gorakhpur.

एकीकृत विकास योजनान्तर्गत जनपद गोरखपुर के वि०खं० गोला ग्राम
मकरन्दपुर में सामुदायिक केन्द्र का निर्माण कार्य।



Latitude :- 26.306346°

Longitude :- 83.465235°


J. E


A. E.

U.P. STATE CONSTRUCTION & INFRASTRUCTURE DEVELOPMENT CO. LTD

SUMMARY OF COST

कार्य का नाम-एकीकृत विकास योजना अन्तर्गत जनपद गोरखपुर के विकास
खण्ड- गोला, ग्राम- मकरन्दपुर में सामुदायिक केन्द्र का निर्माण कार्य।

Sl. No.	Particular's	Amount (in Lakh)
1	COST OF CIVIL & SANITARY WORK	45.34
2	COST OF BOUNDARY WALL	4.63
3	COST OF ELECTRIFICATION WORK	2.66
	TOTAL	52.63
4	LESS 5% DUE TO WORK DONE BY NIGAM	-2.63
	SAY Rs(In Lakh)	50.00


J. E


A. E

T.S No - 990/153

dated - 07-05-2026

यू०पी० स्टेट कान्स्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर
डेवलपमेन्ट कारपोरेशन लि०, गोरखपुर
(पूर्ववर्ती - उ०प्र० समाज कल्याण निर्माण निगम लि०)



कार्य का नाम -

अतिपिछड़े अनुसूचित जाति बाहुल्य ग्रामों के सर्वांगीण विकास हेतु संचालित एकीकृत विकास योजनान्तर्गत वि०खं० गोला ग्राम मकरन्दपुर में सामुदायिक केन्द्र का निर्माण कार्य।

(तकनीकी स्वीकृति हेतु)

विस्तृत आगणन की लागत - रु० 65.00 लाख


(वित्तीय वर्ष : 2026-27)

**U.P. STATE CONSTRUCTION & INFRASTRUCTURE
DEVELOPMENT CO. LTD**


SUMMARY OF COST

कार्य का नाम-एकीकृत विकास योजना अन्तर्गत वि०खं० गोला ग्राम मकरन्दपुर, जनपद
गोरखपुर में सामुदायिक केन्द्र का निर्माण कार्य।

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	TOTAL	52.63 ✓
4	LESS 5% DUE TO WORK DONE BY NIGAM	2.63 ✓
	TOTAL	50.00 ✓
5	ADD 10.00% CENTAGE CHARGES OF NIGAM	5.00 ✓
6	ADD 18% GST (9% CGST+ 9% SGST)	9.00 ✓
7	Add 1 % LABOUR CESS	0.50 ✓
	TOTAL	64.50 ✓
8	ADD COST OF EXTENAL ELECTRIFICATION CONNECTION	0.50 ✓
	SAY Rs(In Lakh)	65.00 ✓


अवर अभियन्ता
यू० पी० सिडको गोरखपुर


सहायक अभियन्ता
यू० पी० सिडको
गोरखपुर




अधीक्षक अभियन्ता
यू० पी० सिडको गोरखपुर

S. No. 990/153 Date 07-05-2026

Technical Sanction Accorded for Rs. 65.00 Lacs

(Rs. Sixty-five Lacs only)

For the Construction of Community Center at Village Makrandpur
under Aikrit Vikas Yojana, Block - Gola, Dist - Gorakhpur



सहायक अभियन्ता
यू० पी० सिडको
गोरखपुर



अधीक्षक अभियन्ता
यू पी सिडको-गोरखपुर
गोरखपुर मण्डल, गोरखपुर

**U.P. STATE CONSTRUCTION & INFRASTRUCTURE
DEVELOPMENT CO. LTD**


SUMMARY OF COST

कार्य का नाम-एकीकृत विकास योजना अन्तर्गत वि०खं० गोला ग्राम मकरन्दपुर, जनपद
गोरखपुर में सामुदायिक केन्द्र का निर्माण कार्य।

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	SAY Rs(In Lakh)	65.00 ✓


अवर अभियन्ता
यू० पी० सिडको गोरखपुर


सहायक अभियन्ता
यू० पी० सिडको
गोरखपुर




अधीक्षक अभियन्ता
यू० पी० सिडको गोरखपुर

S. No. 990/153 Date 07-05-2026

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For the Construction of Community Center at Village Makrandpur
under Aikrit Vikas Yojana, Block - Gola, Dist - Gorakhpur



सहायक अभियन्ता
यू० पी० सिडको
गोरखपुर


अधीक्षक अभियन्ता
यू पी सिडको-गोरखपुर
गोरखपुर मण्डल, गोरखपुर

BILL OF QUANTITY

कार्य का नाम—एकीकृत विकास योजना अन्तर्गत वि०खं० गोला ग्राम मकरन्दपुर, जनपद गोरखपुर में सामुदायिक केन्द्र का निर्माण कार्य।

S.no	CODE	Description of Items	Unit	Quantity	Rate	M.R. Amount	D.S.R. 2023 Amount
1	DSR 2.31	Clearing of site including labour t&p complete. for Layout	SQM	550.00	17.60		9680.00
2	MR	Layout of Building including all labours t & p required for proper completion of work as per direction of Engineer in charge.	SQM	540.64	7.90	4271.05	0.00
3	DSR 2.6.1	Earth work Excavation in trenches for foundation. in ordinary soil (loan clay or sand) including lift up to 1.50 m and lead upto 50 m.	CUM	131.97	177.50		23424.68
4	2.25 (a)	Earth filling in plinth under floors including watering ramming, consolidating and dressing etc. complete including lead upto 30 m. and lift upto 1.5 m. including cost of supplied earth.	CUM	142.19	700.50		99604.10
5	2.27	Sand filling in flooring including watering ramming etc complete.	CUM	16.26	2123.75		34532.18
6	DSR 2.35.3	Treatment of soil under existing floors using chemical emulsion @ one liter per hole, 300 mm apart i/c drilling 12 mm diameter holes and plugging with cement mortar 1:2 (1 cement : 2 coarse sand) to match the existing floor with chlorpyriphos/lindane E.C. 20% with 1% concentration	SQM	540.64	310.05		167625.43
7	DSR 4.1.8	Providing and laying in cement concrete 1:4:8 (1cement:4 coarse sand:8 graded stone aggregate 40 mm nominal size and curing complete, including cost of formwork in foundation and floors.	CUM	43.69	6812.00		297601.29
8	DSR 6.1.1	First class brick work in 1:4 cement and coarse sand mortar in foundation including supply of all plants etc. required for proper completion of the work.	CUM	31.80	7370.65		234402.43
9	DSR 5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for :column,plinth bend,lintel,sunshade,platform & slab.	SQM	222.55	392.15		87272.98
10	DSR 5.2	R.C.C. works with cement approved coarse sand and 20 mm approved stone aggregate in the proportion 1:1.5:3 (1 cement:1.5 coarse sand : 3 stone aggregate) excluding supply of reinforcement and its bending & binding.with binding wire including supply of all materials, labours,T&P					0.00
A	5.2.2	PEDSTAL	CUM	28.18	10852.95		305800.86
B	5.3	PLINTH BEAM	CUM	9.69	11505.50		111462.86
C	5.3	LINTEL BEAM/PROJECTION	CUM	15.03	11505.50		172927.67
D	5.3	SLAB	CUM	8.29	11505.50		95380.60
E	5.3	SLAB BEAM	CUM	4.44	11505.50		51141.72
F	5.3	COLUMN	CUM	2.18	11505.50		25100.40
11	DSR 5.22.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.	QTL	82.53	10785.00		890093.71
12	DSR 6.1.1	First class brick work in 1:4 cement and coarse sand mortar in foundation and plinth including supply of all plants etc. required for proper completion of the work.	CUM	1.04	7370.65		7665.48
13	DSR 6.4.2	First class brick work in 1:6 cement and coarse sand mortar in superstructure including supply of all plants etc. required for proper completion of the work.	CUM	29.27	9105.95		266531.16
14	DSR 6.4.1	First class brick work in 1:4 cement and coarse sand mortar in superstructure including supply of all plants etc. required for proper completion of the work.	CUM	2.83	9344.35		26444.51

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15	DSR 13.5.1	12/15 mm wall plaster 1:4 cement :coarse sand including cost of all material labour T&P etc complete	SQM	507.40	411.75	208921.95
16	DSR 13.7.1	12 mm thick ceiling plaster 1:3 cement :coarse sand including cost of all material labour T&P etc.complete.	SQM	54.97	439.25	24145.57
17	DSR 10.31	Providing, fabrication and fixing of ms angle iron chaukat make of 40*40*6 mm and 35*35*5 mm angle iron including supply of all material Labour T.& P. etc. complete as per direction of Engineer in charge	KG	101.05	130.50	13187.03
18	10.31	Providing, fabrication and fixing of Z-section windows, ventilators openable type with 10 mm sq bar grill as per approved drawing and design including supply of all material Labour T. & P. etc. complete as per direction of Engineer in charge.	KG	166.95	130.50	21786.98
19	DSR 4.2.3	Providing of Pcc with 1:2:4 cement coarse sand and stone aggregate for fixing of hold fast.	CUM	0.10	9895.20	989.52
20	DSR 9.21.2	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	SQM	10.71	2172.10	23263.19
21	DSR 9.62	Providing and fixing ISI marked oxidised M.S sliding door bolts with nuts and screws etc. complete				0.00
	9.62.2	250mm x 16mm	No.	6.00	193.70	1162.20
22	DSR 9.66	Providing and fixing ISI marked oxidised M.S handles conforming to IS: 4992 with necessary screws etc. complete				0.00
	9.66.1	125 mm	No.	12.00	39.95	479.40
23	DSR 9.63	Providing and fixing ISI marked oxidised M.S tower bolts black finish (Barrel type) with necessary screws etc. complete				0.00
	9.63.2	200x10mm	No.	6.00	69.40	416.40
	9.63.3	150x10 mm	No.	6.00	59.45	356.70
24	DSR 11.3.1	40mm. thick in flooring 1:2:4 cement: coarse sand:20 mm. stone aggregate with floating coat of neat cement including cost of all materials Labour and T & P etc. complete	SQM	127.73	614.20	78451.77
25	m.r	Fixing of glass stripsProviding and fixing glass strips in joints of terrazo/ cement concrete floors.40 mm wide and 4 mm thick	RMT	255.46	9.50	2426.87
26	DSR 8.31	Providing and fixing ceramic glazed wall tiles as per direction of Engineer-in-Charge,over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	SQM	46.93	1267.95	59504.89
27	DSR 11.38	Providing and laying Ceramic glazed floor tiles as per direction of Engineer in charge laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including pointing the joints with white cement and matching pigment etc. complete.	SQM	10.17	1315.30	13376.60
28	DSR 11.41.2	Providing and laying vetrified floor tiles of required size or laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including pointing the joints with white cement and matching pigment etc complete as per direction of Engineer in charge. 600X600mm	SQM	246.56	1553.45	383018.63

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29	DSR 22.7.1	Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound.	SQM	69.04	1684.60	116304.78
30	DSR 13.80	Providing and applying two coat white cement Based wall care putty of approved make over the plastered wall surface to prepared the surface even and smooth complete.	sqm	562.37	156.05	87757.84
31	DSR 13.46.1	Finishing walls with two coat acrylic smooth exterior paint of approved shade with in new work applied @ 1.67 liter /10 sqm over and including priming coat of exterior primer applied @2.20 kg /10 sqm.	sqm	245.75	160.60	39467.45
32	DSR 13.41.1	Distemping two coat with oil bound washable distemper of approved brand and manufacture to give an even shade over and including water thinnable priming coat with cement primer.	sqm	316.62	185.65	58780.60
33	DSR 13.62.1	Painting with synthetic enamel paint two coats of approved brand and manufacture of required colour to give an even shade.	sqm	312.36	226.25	70671.45
34	DSR 10.30.1	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with :4.0 mm thick glass panes	SQM	6.21	1064.65	6611.48
35	DSR 12.41.2	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion,(i) Single socketed pipes.	RMT	54.00	377.40	20379.60
36	10.16.1	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.	KG	5325.80	194.40	1035335.52
37	DSR 12.50	Providing and fixing precoated galvanised iron profile sheets size ,shape and pitch of corrugation as approved by Engineer -in-charge)0.50 mm(+0.05%) total coated thickness with zinc coating,120 grams per Sqm. as per IS:277 in 240 mpa steel grade 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns epoxy primer on both side of the sheet should have protective gourd film of 25 microns minimum to avoide scratches during tranportation and should be supplide in single length upto 12 meter or as including cutting sheets to size and shape wherever required.	SQM	326.09	738.65	240866.38
38	DSR 12.51.1	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self	RMT	18.40	532.25	9795.24
39	AR	Making of apron drain.	RMT	45.50	2790.00	126945.00
40	AR	Construction of Septic tank 25User.	No.	1.00	56090.84	56090.84
41	AR	Construction of soak pit 2.00 m dia and 2.50 m depth with all respect.	No.	1.00	23729.48	23729.48
42	AR	Construction of manhole 600x600x450 mm with all respect.	No.	6.00	6995.53	41973.18
43	AR	Boring with submersible (1 HP) complete.	No.	1.00	88780.00	88780.00
TOTAL (A)						4271.06
						5761668.46

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B Sanitary work						
1	DSR 18.9	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.				
	18.9.2	20MM DIA	rmt	25.00	274.30	6857.50
	18.9.3	25MM DIA	rmt	25.00	355.40	8885.00
2	DSR 18.8	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.				
a	18.8.2	20 mm dia	rmt	60.00	537.60	32256.00
3	DSR 18.17.1A	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :20MM DIA	no	3.00	539.95	1619.85
4	DSR 18.18.1	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :15 mm nominal bore	no	3.00	406.85	1220.55
5	DSR 18.21.2.1	Providing and fixing uplasticised P.V.C. connection pipe with brass unions 45 cm length and 15 mm nominal bore	mt	12.00	97.75	1173.00
6	DSR 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	no	1000.00	11.00	11000.00
7	MR	Making plate form for supporting the water storage tank of required size including brick work with 1:4 cement coarse sand and 20 mm thick plaster in 1:3 cement coarse sand mortar and neat cement finishing complete	no	2.00	3200.00	6400.00
8	DSR 18.15.1	Providing and fixing brass bib cock 15 mm of approved quality prayag or equivalent make.	no	15.00	353.25	5298.75
9	DSR 18.53.1	Providing and fixing c.p angle valve of approved quality prayag or equivalent make.	no	14.00	574.30	8040.20
10	DSR 18.76.1	Cutting holes upto 30x30 cm in walls including making good the same :				
		With F.P.S. bricks.	no	12.00	416.80	5001.60
11	DSR 18.77	Cutting holes upto 15x15 cm in R.C.C. floors and roofs for passing drain pipe etc. and repairing the hole after insertion of drain pipe etc. with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) including finishing complete so as to make it leak proof.	no	4.00	452.00	1808.00
12	DSR 17.1	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required :				
	17.1.1	White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests.	no	4.00	6767.40	27069.60

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13	DSR 17.4.1	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :One urinal basin with 5 litre white P.V.C. automatic flushing cistern	No.	3.00	6258.75		18776.25
14	DSR 17.7	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :					
	17.7.3	White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps.	no	5.00	2301.75		11508.75
15	DSR 17.10.2.1	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :Kitchen sink without drain board 610x510 mm bowl depth 200 mm	no.	3.00	4940.80		14822.40
16	DSR 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing Rectangular shape 453x357 mm	No.	4.00	1361.80		5447.20
17	M.R	Providing and fixing P.v.c waste and vent pipes of approved make					
A		110 mm dia.	mt	12.00	350.00		4200.00
18	MR	Providing and fixing of Pvc nahani trap 90 mm of approved make	no.	12.00	400.00	4800.00	
		TOTAL B				11200.00	164984.05
						TOTAL (A+B)	15471.06 5926653.11
							COST INDEX(TOTAL AMOUNT X 0.735X111/107)
							4518934.53
						TOTAL	15471.06 4518934.53
						G. TOTAL	4534405.58
		Say Rs in Lakhs					45.34


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BILL OF QUANTITY

कार्य का नाम-एकीकृत विकास योजना अन्तर्गत वि०खं० गोला ग्राम मकरन्दपुर, जनपद गोरखपुर में सामुदायिक केन्द्र का निर्माण कार्य।

BOUNDARY WALL & GATE

S.N	PWD/DSR CODE	Description of Items	Unit	Quantity	Rate	Amount
1	AR	Construction of Boundary wall having height 1.80 metre, including earth work, concrete work 1:4:8 cement : sand and brick aggregate 40 mm, brick work in foundation 1: 6 cement coarse sand and 1:4 cement coarse sand in super structure, R.C.C. band in 1:1.5:3 reinforcement, plaster 1:6 cement coarse sand and wall finishing including supply of all materials labour and T&P etc required for proper completion of work	RMT	74.00	5664.44	419168.48
2	AR	P/F of MS Gate of size 3.60x2.00m from Outer Frame of 50x50mm Hollow square pipe, Vertical member inside Frame is 50x25mm Hollow Rectangular Pipe, Vertical square Bars of 10x10mm & MS sheet of 0.80mm with fabrication and fixing complete.	NO.	1.00	43508.11	43508.11
		TOTAL				462676.59
		Say Rs in Lakhs				4.63


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U. P. State Construction and Infrastructure Development Corporation Ltd.

Bill Of Quantity

Name of Work:- Estimate of Electrical Work for Ekikrit Vikas Yojana Community Hall Center at Distt. Kushinagar.

S. No.	S I No.	Description of Items	Quantity	Unit	Rate/Unit	Amount
1	2	3	4	5	6	7
(A) Schedule Rate - (As per CPWD - DSR (E&M) -2022)						
1	1.10	Wiring for light point / fan point / exhaust fan point / call bell point with 1.50 sq. mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable G I box and earthing the point with 1.50 sq. mm FRLS PVC insulated copper conductor single core etc. as required.				
a)	1.10.3	Group C	60.00	Each	1467.00	88020.00
2	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit as required.				
a)	1.14.1	2 X 1.5 sq.mm + 1 X 1.5 sq.mm earth wire	40.00	Metre	223.00	8920.00
b)	1.14.2	2 X 2.5 sq.mm + 1 X 2.5 sq.mm earth wire	90.00	Metre	275.00	24750.00
c)	1.14.3	2 X 4 sq.mm + 1 X 4 sq.mm earth wire	30.00	Metre	334.00	10020.00
d)	1.14.5	2 X 10 sq.mm + 1 X 6 sq.mm earth wire	20.00	Metre	570.00	11400.00
3	1.17	Supplying and drawing following sizes of FRLS PVC insulated copper conductor single core cable in existing surface / recessed steel / PVC conduit as required.				
a)	1.17.3	3 x 1.50 sq. mm	0.00	Metre	95.00	0.00
4	1.25	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	14	Each	396.00	5544.00
5	1.26	Supplying and fixing modular blanking plate on the existing modular plate and switch box excluding modular plate as required.	10	Each	40.00	400.00
6	1.27	Supplying and fixing of following size / modules, G I box along with modular base and cover plate for modular switches in recess etc. as required.				
a)	1.27.6	12 Module (200 mm x 150 mm)	3	Each	547.00	1641.00
7	1.31	Supplying and fixing suitable size G I box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 A modular socket outlet and 5/6 A modular switch, connections etc. as required.	6	Each	477.00	2862.00
8	1.32	Supplying and fixing suitable size G I box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	2	Each	586.00	1172.00
9	1.33	Supplying and fixing 3 pin, 5 A ceiling rose on the existing junction box / wooden block including connections etc. as required.	20	Each	87.00	1740.00
10	1.45	Installation, testing and commissioning of ceiling fan, including wiring of the down rods of standard length (upto 30 cm) with 1.50 sq. mm, FRLS PVC insulated, copper conductor, single core cable including providing and fixing phenolic laminated sheet cover on the fan box etc. as required.	14	Each	339.00	4746.00
11	1.50	Installation of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required.				
a)	1.50.1	Upto 450 mm sweep.	3	Each	450.00	1350.00
12	1.58	Supplying and fixing PVC Batten / angle holder including connections etc. as required.	15	Each	110.00	1650.00
13	2.5	Supplying and fixing following way surface / recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (But without MCB and incomer) as required.				
a)	2.5.1	4 way (4 + 12), double door	1	Each	7512.00	7512.00

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14	2.10	Supplying and fixing 5 A to 32 A rating, 250 / 415 V, 10 Ka, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. required.				
a)	2.10.1	Single pole	12	Each	256.00	3072.00
					Total= Rs.	174799.00
		Multiplying by Rate factor (without cost index) @ 0.789			(=)	137916.41
		Add Distt. cost index for Gorakhpur (111) and Base index for CPWD DSR(E&M) - 2022 is (110) ----- 111 / 110			(=)	139170.20
(B) Market Rate - (Non Scheduled Items) -						
1	NS	Supplying and fixing of following rating, 240 / 415 V, 10 Ka, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. required.				
a)		63 Amp. Four pole	1	Each	1720.00	1720.00
2	NS	Supply & laying of following sizes of PVC insulated PVC sheathed armoured aluminium conductor cable of 1.10 KV grade as required.				
a)		16.0 sq. mm x 4 Core.	100	Metre	343.00	34300.00
3	NS	Supply and Laying of G.I Strip 25 mm x 3 mm from earth electrode of complete in all respects .	5	Each	90.00	450.00
4	NS	Supply and fixing of hexagonal / round G P fan box of approved make made up 1.0 mm thick ISI Marked G.P. sheet spot welded four to Eight holes of 25.40 mm for pipe entry of the box. Holes should be semi-shuttered type with 0.50 mm G P sheet made upper and lower cover duly screwed fitted with 300 mm round zink coted M S bar x 12 mm and brand name should be embossed, fixing with wiring conduit laid in the R.C.C. roof before concreting along with supply of all material, labour, T&P etc. required for proper completion of work.	3	Each	150.00	450.00
5	NS	S/F of Ceiling Fan 1200 mm sweep ISI marked complete in all respects. Usha Energia/Bajaj make.	14	Each	1800.00	25200.00
6	NS	S/F of Wall Fan 400 mm Usha/Crompton/Havell's make.	2	Each	2600.00	5200.00
7	NS	Supply and fixing .of 20/24 Watt LED Metal body batten fitting suitable for both surface & suspended with 3 year warrantee, complete in all respect. 100 lm/Watt, PF > 0.95,THD < 10 %, CRI > 80, with 3 year warranty.	20	Each	1020.00	20400.00
8	NS	Supply and fixing of LED Street Light fitting with mandatory driver set having die cast aluminium body and lences suitable for 60 Watt to 72 Watt, confirming to IP 65/66 protection having Company LOGO Engraved complete in all respects including labour. Mid power LED with lences, 100 lm / Watt, PF > 0.95, THD < 10 % at full load, CRI > 70, Potted driver set (not circulatory) , with 3 year warranty.	4	Each	4680.00	18720.00
9	NS	S/F of LED Bulb 10 watt ISI marked complete.	15	Each	200.00	3000.00
10	NS	Supply of Exhaust fan (Not fresh air fan) 300 mm sweep, double ball bearing complete in all respects. Usha / Crompton / Khaitan / Bajaj / Havells make.	3	Each	2500.00	7500.00
11	NS	Supply and burring of Safe Earthing Electrode T-19 (Hot Dip Galvanised), Length up to 3000 mm, outer pipe dia 50 mm inner pipe dia 25 mm, terminal dia 12 mm, outer GI pipe of 16 SWG and inner GI pipe of 12 SWG with hot dip galvanization upto 100 micron filled with crystalline conductive mixture (CCM) having anti corrosive & conductive property with 50 kgs activated soil (BFC) capable of reducing the soil resistivity with good mixture of retaining capacity with 30 cm square C.I. frame with hinged cover and masonry housing, (from apron to switch board cost of 25 x 3 mm G I strip will be extra) . Make: C.P.R.I. Certified.	1	Each	10040.00	10040.00
					Total= Rs.	126980.00
		Total (A+B) =			Rs.	266150.20
					Say Rs.	2.66 Lacs


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ANALYSIS OF RATE DRAIN 300X300

S.No.	PWD	Description of Item	Measurement			Qty.	Unit	Rate	Amount	
			No.	L (m)	B (m)					H/D (m)
1	2.6.1	Earthwork in Excavation	1	1.00	0.80	0.35	0.28	cum	177.50	49.70
2	4.1.8	P.C.C 1:4:8	1	1.00	0.80	0.10	0.08	cum	6812.00	544.96
3	6.1.1	BW in 1:4 Cement Coarse Sand	1	1	0.76	0.075	0.06			
			2	1.00	0.23	0.30	0.14			
							0.20	cum	7370.65	1474.13
4	13.10	15 mm thick plaster (1:3) coarse sand	2	1.00	0.23		0.46	sqm	506.60	233.04
			2	1.00		0.30	0.60	sqm	506.60	303.96
5	11.3.1	40mm thick c.c. Flooring	1	1.00	0.30		0.30	sqm	614.20	184.26
GRAND TOTAL									2790.05	
SAY Rs.									2790.00	


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ANALYSIS OF RATE

Name of work:- Boring and Installation of Submersible Pump(1HP)

S.No.	Particulars	Unit	Quantity	Rate	Amount
1	Drilling including running of necessary pilot bore by reverse direct circulation rotary rig in alluvial soil (except of rock) etc., including transportation and all accessories and returning back from site after completion.				
	150 mm Dia bore from G.I. to 45 meter	m	38.00	200.00	7600.00
	150mm Dia bore from G.I. to 46-85 meter	m	35.00	255.00	8925.00
2	Supply and packaging the bore with gravel of 1.5mm to 5.00 mm nominal size.	Cum	1.50	2750.00	4125.00
3	P/F of 110 (O.D.) P.V.C. 6kg/sq.cm. screen of superior quality I.S.I	rmt	20.00	390.00	7800.00
4	P/F of 110 (O.D.) P.V.C. 6kg/sq.cm. I.S.I. mark superior quality pipe with socket and joining special of complete extra teflon roll.	rmt	45.00	390.00	17550.00
5	P/F at required depth 110mm bottom bail plug with hook complete and screwed.	no.	1.00	125.00	125.00
6	P/F of M.S. Clamp made up 75x12mm with 30cm projection on either side to be fixed surrounding the pipe with cost of concrete block to embedden in floor.	no.	1.00	280.00	280.00
7	P/F at required depth 110mm M.S. well cap 6mm thick M.S. sheet duly threaded on side surface.	no.	1.00	450.00	450.00
8	Development of bore well by compressor/high discharge pump and removal of mud etc. complete the discharge should be free from sand and silt.	job	1.00	10500.00	10500.00
	Total A				57355.00
1	P/F of BESTEN/KSB/VARUNA/CROMPTON make submersible pump of ISI (1.00 HP) 1/3 phase of AC type or DC tpe complete with starter panel and making connection of starter to source of electric supply. Including no. of stages as required to sufficient discharge and head for AC tye warranty will be 1years and for DC type 5years.	Job	1.00	11500.00	11500.00
2	S/F of submersible cable of 3core 2.5sqm copper wire water proof.	rmt	95.00	80.00	7600.00
3	S/F of steel wire for clamping of submersible pump.	rmt	45.00	45.00	2025.00
4	P/F of 40mm HDP pipe root/32mm G.I. Pipe.	rmt	25.00	300.00	7500.00
5	40mm elbow	no.	2.00	250.00	500.00
6	Lowering of submersible pumpm with complete clamping steel wire, cable and jointing of 32mm PVC pipe with teflon roll and fixing of starter panel etc.	job	1.00	1500.00	1500.00
7	S/F of M.S. clamp for Submersible pump.	job	1.00	200.00	200.00
	Total B				30825.00
9	Construction of brick chamber 450x450x300mmwith RCC cover	job	1.00	600.00	600.00
	Total C				600.00
	Total A+B+C				88780.00


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		Long wall	2	2.00		2.00	8.00	Sqm		
		Short wall	2	1.00		2.00	4.00	Sqm		
		Baffel wall	2	1.00		1.65	3.30	Sqm		
						Total	15.30	Sqm		
		Deduction								
		600mm Dia hole	2	0.28	0.115		0.06	Sqm		
						Total	0.06	Sqm		
						Net Total	15.24	Sqm	411.75	6275.07
7	5.3	Top Slab	1	2.46	1.46	0.12	0.43	Cum.	11505.50	4947.37
8	5.22.a	Steel @ 1.20% of concrete volume	1	0.43	0.012	78.50	0.41	Qlt.	10785.00	4421.85
									Total	56090.84


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Analysis of Rates (Soak pit)

Construction of soak pit 2.00 m dia and 2.50 m depth with excavation,refilling, cc 1:4:8 cement coarse sand 40 mm stone aggregate; honey comb brick work 1;4 cement coarse sand , R.C.C work 1:1.5:3 cement coarse sand and 20 mm stone grit in cover with shuttering, reinforcement and filling of brick bats complete with all respect.

S.NO.	uppwd /dsr code	Decription	Unit	No	L	B	H/D	Qty.	Total qty	Rate	Amount
1	DSR 2.6.1	Earth work in excavation (3.14/4)=0.785	cu.m	0.785	2.00	2.00	2.50	7.85	7.85	177.50	1393.38
2	DSR 4.1.8	L.C.1:4:8 c:c/s:40 m.m.stone /ballast	cu.m	2	0.90	0.23	0.08	0.03			0.00
				2	0.45	0.23	0.08	0.02			0.00
		Total						0.05	0.05	6812.00	340.60
3	DSR 6.1.1	Honey comb Brick work 1:4 c:c/s mortar		2	0.90	0.23	2.50	1.04			0.00
				2	0.60	0.23	2.50	0.69			0.00
		Total	cu.m					1.73	1.73	7370.65	12751.22
4	DSR 5.3	R.C.C.1:1.5:3 c:c/s:s/g mortar									0.00
		Top cover (3.14/4)=0.785		0.785	2.00	2.00	0.10	0.31			0.00
		Total	cu.m					0.31	0.31	11505.50	3566.71
5	DSR 5.22a	Tmt -Steel									0.00
		Same as above qty of rcc work		1	0.31	1.00%	7850.00	24.34			0.00
		Total	kg					24.34	24.34	107.85	2625.07
7	MR	Filling of brick bats (3.14/4)=0.785		0.785	2.00	2.00	2.50	3.93			0.00
		deduction		-1	0.91	0.91	2.50	-2.28			0.00
		Total (800+10%+110)=990	cu.m					1.65	1.65	1850.00	3052.50
		Total									23729.48


J.E.


A.E.


E.E.

Analysis of Rate

Construction of Boundary wall having height 1.50 metre and 230X230 mm brick pillar @ 2.50 C/C and middle wall panel half brick thick ,including earth work, concrete work 1:4:8 cement : sand and brick aggregate 40 mm ,brick work in foundation 1: 6 cement coarse sand and 1:4 cement coarse sand in super structure ,R.C.C. band in 1:1.5:3 reinforcement, plaster 1:6 cement coarse sand and wall finishing including supply of all materials labour and T&P etc required for proper completion of work

S.N	Uppwd /D.s.r code	Particulars	Unit	No.	L	B	D/H	Quantity	Rate	Amount
		Taken quantity 30.00 rmt								
1	DSR 2.6.1	Earth work Excavation in trenches for foundation pipes,cables etc. in ordinary soil (loan clay or sand)including lift up to 1.50 m and lead upto 50 m dressing of sides and ramming of bottom and disposal of surplus excavated earth as directed by Engineer - incharge within a lead of 50 m.								
		foundation	Cum	1	30.00	0.60	0.60	10.80	177.50	1917.00
2	DSR 4.1.8	Providing and laying in cement concrete 1:4:8 (1 cement :4 sand :8 graded brick aggregate 40 mm nominal size and curing complete, including cost of formwork in foundation.in foundation								
		Foundation	Cum	1	30.00	0.60	0.15	2.70	6812.00	18392.40
3	DSR 6.1.1	Class 150 brick work in 1:6 cement and coarse sand mortar in foundation and plinth including supply of all plants etc. required for proper completion of the work.								
		Qty upto G.L.	Cum	1	30.00	0.46	0.15	2.07		
		upto G.L.	Cum	1	30.00	0.35	0.080	0.84		
				1	30.00	0.23	0.600	4.14		
		Total						7.05	7370.65	51963.08
4	DSR 5.3	R.C.C. works with cement approved coarse sand and 2 cm. (3/4") gauge approved stone ballast in the proportion 1:2:4 (1cement:6aggregate) in lintels of doors and windows excluding supply of reinforcement and its bending& binding. With 24BWG binding wire including supply of all labours, tools and plants etc required for proper completion of the works. Strength of the concrete shall not be less than M-150.								
		plinth band		1	30.00	0.23	0.15	1.04		
		top band		1	30.00	0.23	0.10	0.69		
		Total	Cum					1.73	11505.50	19904.52
5	DSR 4.3.3	Centering and shuttering including strutting, propping etc. and removal of form for :column,plinth bend, lintel, sunshade, platform & slab.								
		plinth band		2	30.00		0.15	9.00		
		top band		2	30.00		0.10	6.00		
			sqm					15.00	961.30	0.00

6	DSR 6.4.1	First class brick work in 1:4 cement and coarse sand mortar in super structure including supply of all materials,labour and tools plants etc, required for proper completion of the work.								
				1	30.00	0.115	1.40	4.83		
				12	0.23	0.115	1.40	0.44		
		Total	Cum					5.27	9344.35	49244.72
7	DSR 13.5.2	12/15 mm wall plaster 1:6 cement :coarse sand including cost of all material labour complete $120+(160-140)=140$								
				2	30.00		1.60	96.00		
				20	0.12		1.60	0.00		
				3	30.00	0.12		10.35		
				12	0.23	0.23		0.63		
		Total	sqm					106.98	395.35	42294.54
8	DSR 13.80	Providing and applying two coat white cement Based wall care putty of approved make over the plastered wall surface to prepared the surface even and smooth complete.								
		same as above	sqm					106.98	156.05	0.00
9	DSR 13.46.1	Finishing walls with 2 Coat Premium Acrylic Smooth exterior paint with Silicone additives of required shade								
		same as above	sqm					106.98	160.60	17180.99
10	DSR 5.22:6	Mild steel or iron in plain work such as reinforced concrete or reinforced brick work (when not included in over all rates) wrought to required shape as necessary including bending for proper completion of the work including supply of all steel and wastage & over lapping & hooks.								
				1	1.73	1.50%	7850.00	203.71		
		Total	Kg					203.71	107.85	21970.12
		Total Amount for 30.00 mts								222867.37
		Rates per rmt								7428.91
		Say Rate per rmt								7429.00
		COST INDEX(TOTAL AMOUNT X 0.735X111/107)								5664.44

up

up

up

**U.P.STATE CONSTRUCTION AND
INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.**

(A Govt. of U.P. Undertaking)

(AN ISO 9001:2000 certified Organisation)

H.N.-552, Manorama Sadan, East Azadnagar Behind Panchmukhi
Hanuman Mandir, Taramandal, Gorakhpur (U.P.)

**TENDER DOCUMENT
(Vol.- I A)**

FOR

**Name of Work : Ekikrit Vikas Yojnantargat
Janpad Gorakhpur Ke Vikas
Khand- Gola, Gram- Makrandpur
Me Samudayik Kendra Ka
Nirman Karya.**

Tender ID:- 10/EE/Gorakhpur/2026-27

Page No.- 01

TENDER DOCUMENT

VOLUME I-A

PRE-QUALIFICATION BID

INSTRUCTIONS OF THE TENDERER :

1. The tender shall be submitted as two bid system in accordance with the procedures detailed here in Specified documents shall be submitted in envelope of appropriate format,
2. Conditional tender will not be considered.
3. Tender documents are to be submitted in two cover marked (A) Pre Quali/Technical/Fee Technical Bid and marked (B) for Financial Bid. Each and every document to be submitted must be numbered and its number must be indicated in the following index :-

Index of documents to be submitted along with tender

S.No.	Type of Document		Page No.
Technical Cover (A) Only in PDF file			
i)	Earnest Money Dated & No.	:	_____
ii)	Experience Certificates	:	_____
iii)	Liquid Asset Certificate	:	_____
iv)	I.T.C.C./Audited Balance Sheet.....	:	_____
v)	Affidavit of T&P	:	_____
vi)	Affidavit of Technical Staff	:	_____
vii)	Affidavit Of Bid Validity.....	:	_____
viii)	Affidavit Of Other Documents	:	_____
ix)	Partnership Deed/ M.O.U. / Partnership	:	_____
x)	Authority Letter	:	_____
xi)	Self declaration Letter.....	:	_____
xii)	Any other Documents	:	_____
Financial Cover (B)			
i)	Price Bid for Item Rate tender only in Excel format.		

Note:- In Case Of Any Dubt about Technical Documents please contact the Chairperson Of Tender Committee/ Members Of Tender Committee.

Pre-Qualification Notice

1. Applications are invited from Civil Contractors registered with UP State construction and Infrastructure Development Corporation for **Ekikrit Vikas Yojnantargat Janpad Gorakhpur Ke Vikas Khand- Gola, Gram- Makrandpur Me Samudayik Kendra Ka Nirman Karya.**
2. The Work is to be completed in a time bound schedule of 06 Months from the date of start of the project and shall be carried out with specified specifications, workmanship and quality.
3. UPSCIDCO LTD. reserves the right to deny pre-qualification to any applicant without assigning any reason.
4. Each page of the application shall be duly signed by the applicant or a person duly authorized to sign on behalf of the applicant organization. Such authorization shall be in the form of a written Power of Attorney and should accompany the application.
5. Even if the applicant organization satisfies all the required conditions, they are liable to be disqualified if they have: -
 - a. Made any untrue/false representation in the application, statements and attachments required in the pre-qualification documents.
 - b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures or poor workmanship in ongoing/past projects
6. Only firms, pre-qualified under this procedure, will be eligible for the opening of envelop (B) price bid.
7. All erasures and alternations made while filling the tenders must be attested by the authorized signatory of the bidder. Overwriting of figures is not permitted.
8. Any tender, which is not accompanied by the earnest money deposit, shall be summarily rejected.
9. This document is not transferable.
10. Any form of canvassing at any stage will disqualify the tender

NOTE:- Documentary evidence for each of the above pre-qualification criteria should be uploaded with the Pre-Qualification Bid, failing which the offer will be rejected summarily.

Pre-Qualification Application
(To be submitted in Applicant's Letter Head)

To

The Executive Engineer,
U.P. State Construction and Infrastructure development Corporation LTD.
H.N.-552, Manorama Sadan, East Azad Nagar Behind Panchmukhi Hanuman Mandir,
Taramandal, Gorakhpur (U.P.)

Sub:- Application for pre-qualification of contractors for execution OF
.....

Dear Sir,

1. Having examined the pre-qualification document including scope of works and time frame, I/we hereby submit all the necessary information and relevant documents for pre-qualifying me/us for bidding for the above stated works.
2. The application is made by me/us on behalf of in the capacity of Rs. Lacs. I/We are duly authorized to submit the offer.
3. Necessary evidence, as admissible in law, in respect of authority assigned to me/us on behalf of the firm for applying and for completion of the contract document is attached herewith.
4. A Tender Fees of **Rs.....** /- by way of Online Instrument, No..... dated..... drawn on _____ favoring **UPSCIDCO LTD. PAYABLE AT GORAKHPUR** is enclosed/ uploaded already.
5. An EMD Fees of **Rs.....** /- by way of Online Instrument No..... dated..... drawn on _____ favoring **UPSCIDCO LTD. PAYABLE AT GORAKHPUR** is enclosed/ uploaded already.
6. I/We understand that only the firms pre-qualified will be invited to tender for the project as a whole or in part at discretion of **UPSCIDCO LTD.**
7. I/we understand that **UPSCIDCO LTD.** reserves the right to reject any or all applications without assigning any reason.

Yours faithfully,

(Authorized Signatory)
Official Seal

Encl: - As above

1. Complete Application format as per Schedule A
2. Evidence of Authority to sign
3. Latest Company Profile
4. Copies of documents submitted

**SCHEDULE – A
(Application Format)**

SL. NO.	PARTICULARS	
1.	ORGANISATION DETAILS	
i)	Name of the firm/ Contractor	
ii)	Address of the firm with telephone, fax no., email (if any)	
iii)	Year of Establishment/Registration	
iv)	Status of the firm (Individual/ Partnership/ Pvt. Ltd/ Public Ltd.) (Documentary evidence to be attached)	
v)	Name of Directors/Partners/Proprietor	i) ii) iii)
2.	FINANCIAL DETAILS	
i)	Name and address of Bankers	i) ii) iii)
ii)	Whether Solvency certificate (for minimum Rs. _____ lacs) enclosed	
iii)	Annual Turn-over during the last 3 financial years (in Lacs)	i) ii) iii)
iv)	PAN No. and Income Tax Returns for the last Three years (Please attach as annexure)	PAN NO.
v)	Furnish copies of audited Balance Sheet and profit & loss account (audited) for the last Three years. (Please attach as annexure)	
vi)	GST registration No. (Attach registration certificates as annexure)	GSTIN
3.	REGISTRATION DETAILS	
i)	(Enclose registration Certificate as annexure)	
4.	ORK EXPERIENCE	
	Please provide the following information/details pertaining to similar projects or projects of similar magnitude completed during last 7 years or presently under construction in the format given below. Attach separate sheets for each project. Enclosed copy of the completion certificate/work order from Competent Authority of a GOVT ORGANISATION for each project. Photographs of the projects completed/under construction may also be enclosed.	
5.	INFRASTRUCTURAL FACILITIES OF THE FIRM	
i)	EQUIPMENT	Appendix 'D'
	Construction/Execution equipment (Provide a list of plants and machineries available with the organization with numbers)	
ii)	MANPOWER (Qualified Professional)	Appendix 'C'
Note: Where copies are required to be furnished. These are to be certified copies preferably by the concerned issuing agencies or a government officer.		

APPENDIX 'A'

The following works awarded to M/s have been executed satisfactory.

Sl. No.	Name of Work	Total value of work done (Rs. In lacs)	Date of start	Stipulated date of completion	Actual Date of Completion	Whether any compensation is levied for delay
1.						
2.						
3.						
4.						
5.						

The performance of the firm has been found to be good, and they are considered capable of executing the works of magnitude upto Rs. Lacs.

The financial position of the firm appears to be sound, and they can execute work in accordance with the specifications and within specified time schedule.

The dealings of the firm have been observed to be cordial reasonable and they are not litigious.

**Dated SIGNATURE OF
Officer-in-Charge of the work
Name of Officer
Official Seal**

**Telephone No. (Off)
(Res)
Fax No. (Off.)
(Res)**

If any tenderer submits the experience certificate of on-going work, then amount of work done against the agreement is to be mentioned clearly in the certificate. If any such experience is not included in the bid, then the tenderer will have to attach this form by writing Nil.

APPENDIX 'B'

(Only On Bank's Letter Head)

This is to certify that dealings of M/s who have been dealing with us for last Years are satisfactory. On the basis of information available with us we assess their Liquid Assets not less than Rs. Lacs.

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

To,

**Executive Engineer,
U.P. SCIDCo. Ltd., Gorakhpur.**

APPENDIX 'C'

I/we S/o Partners/Authorized person M/s applicant of for pre-qualification hereby declare that following person(s) is in my/our regular employment on the post and from the dates mentioned against them.

Sl. No.	Name and address	Technical Qualification	Post held Regular	Date of Employment	Details of Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

SEAL

SIGNATURE OF APPLICANT

(NOTARY PUBLIC)

On stamp page Rs. 10.00

FORM FOR BIDDER'S BIDDING CAPACITY

(on or after the date of publication of tender)

Name of the Firm/ Bidder -----

Name of Work:- Construction of -----

-

1- The Bidding capacity of the bidder should be equal to or more than the estimated cost of the work put to tender. The viding capacity shall be worked Out by the following formula.

Bidding Capacity (Rs.) = {[A x N x 2.5]-B}

Where

A= Maximum turnover in construction work executed in any one year during the last five years taking into account the completed as well as works in progress. The Value of completed work shall be brought to current costing level by enhancing at a simple rate of 7 % per annum.

N= Number of years prescribed for completion of work for which bid been invited.

B= Value of existing commitments and ongoing works to be completed during the period of Completion of work.

For which bid has been invited (Value of B worked out from Form A2)

Signature of Chartered Accountant with Seal

Seal & Signature of Bidder

Project Under Execution

S.No	Details	
1	Name of work/ Project and location	
2	Owner or Sponsoring organization	
3	Cost of work in Rs. (in Lacks)	
4	Date of commencement as per contract	
5	Stipulated date of completion	
6	UP to Date % Financial progress	
7	Value of Balance Commitment to Complete work till Period for which Bid Invited (Lacks)	
8	Slow progress if any and reasons there of	
9	Name and Address(Postal & E-mail)/ Telephone number of officer (Executive Engineer/Project Manager) to whom reference may be made	
10	Remarks	

It is to undertake that above is the total list of works under progress in any department and information furnished is true and nothing has been hiding. Further that, if such a violation comes for hiding information or incorrect information to the notice of Department then we shall be debarred for bidding in UPSCIDCO in future forever.

Note:-

1. In Row no 6 above, only the percentage of financial progress shall be mentioned. In Substantiation of financial progress, the bidder shall submit the statement of up to date payment made against each work, obtained from the Executive Engineer/ Project Manager in charge of the work or by the chartered Accountant.

Signature's of Bidder's (With Stamp)

शपथ-पत्र / AFFIDAVIT

(निविदा के साथ अपलोड/प्रस्तुत किये जाने हेतु)

मैं, श्री/श्रीमती/कु. _____ पुत्र/पुत्री/पत्नी श्री _____, आयु _____ वर्ष, निवासी _____, फर्म/कम्पनी/संस्था _____ में पद _____ (प्रोपराइटर/पार्टनर/अधिकृत हस्ताक्षरी/निदेशक), पंजीकरण/फर्म संख्या _____, निविदा संख्या _____ दिनांक _____ तथा कार्य का नाम _____ के संबंध में सत्यनिष्ठापूर्वक शपथ लेकर निम्नलिखित घोषणा करता/करती हूँ:

1. यह कि उपर्युक्त निविदा में मेरे/हमारी फर्म/कम्पनी/संस्था द्वारा अपलोड/संलग्न किये गये समस्त प्रपत्र, प्रमाण-पत्र, अनुभव प्रमाण-पत्र, वित्तीय अभिलेख, जी.एस.टी./आयकर/अन्य वैधानिक अभिलेख तथा अन्य सभी दस्तावेजों की मैंने स्वयं/मेरी ओर से विधिवत जाँच कर ली है।
2. यह कि उक्त दस्तावेजों में से कोई भी प्रपत्र/प्रमाण-पत्र/अभिलेख कूटरचित, फर्जी, बनावटी, जाली, भ्रामक, परिवर्तित, छेड़छाड़युक्त अथवा असत्य नहीं है।
3. यह कि निविदा प्रक्रिया, पंजीकरण, अनुबंध अवधि अथवा कार्य पूर्ण होने के पश्चात किसी भी समय यदि कोई भी प्रपत्र/प्रमाण-पत्र/अभिलेख कूटरचित/फर्जी/असत्य/भ्रामक/छेड़छाड़युक्त पाया जाता है, तो निगम को मेरे/हमारी फर्म/कम्पनी/संस्था के विरुद्ध नियमानुसार कार्रवाई करने का पूर्ण अधिकार होगा।
4. ऐसी स्थिति में निगम को पंजीकरण के समय जमा की गई सुरक्षा धनराशि/सिक्योरिटी तथा निविदा के साथ जमा की गई ई.एम.डी./बयाना धनराशि को पूर्णतः जब्त करने, निविदा/पंजीकरण/अनुबंध को निरस्त करने, देयकों का भुगतान रोकने/समायोजित करने, हुई क्षति/हानि की वसूली करने तथा मेरे/हमारी फर्म/कम्पनी/संस्था को ब्लैकलिस्ट/डिबार करने का अधिकार होगा।
5. उपर्युक्त कार्रवाई मुझे/हमें पूर्णतः स्वीकार्य होगी तथा इस संबंध में मैं/हम कोई आपत्ति, दावा, क्षतिपूर्ति अथवा वाद/विवाद प्रस्तुत नहीं करेंगे।
6. यह शपथ-पत्र मेरे द्वारा बिना किसी दबाव, प्रलोभन या भ्रम के, अपनी स्वतंत्र इच्छा से, निविदा अभिलेखों के साथ अपलोड/प्रस्तुत करने हेतु दिया जा रहा है।

स्थान : _____

शपथी/अभिसाक्षी के हस्ताक्षर

दिनांक : _____

नाम : _____

मोबाइल : _____

पद : _____

ई-मेल : _____

फर्म/कम्पनी की मुहर : _____

सत्यापन

मैं, उपर्युक्त शपथी/अभिसाक्षी, सत्यापित करता/करती हूँ कि इस शपथ-पत्र के बिंदु संख्या 1 से 6 तक मेरे ज्ञान एवं विश्वास के अनुसार सत्य एवं सही हैं। इसमें कोई तथ्य छिपाया नहीं गया है और न ही कोई असत्य कथन किया गया है। आज दिनांक _____ को स्थान _____ पर हस्ताक्षरित।

नोटरी/शपथ आयुक्त की मुहर एवं हस्ताक्षर

शपथी/अभिसाक्षी के हस्ताक्षर

दिनांक : _____

नाम : _____

**U.P.STATE CONSTRUCTION AND
INFRASTRUCTURE DEVELOPMENT
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(AN ISO 9001:2000 certified Organisation)

H.N.-552, Manorama Sadan, East Azadnagar Behind Panchmukhi

Hanuman Mandir, Taramandal, Gorakhpur (U.P.)

**TENDER DOCUMENT
(Vol.- B)**

FOR

Name of Work:- Ekikrit Vikas Yojnantargat Janpad
Gorakhpur Ke Vikas Khand- Gola,
Gram- Makrandpur Me Samudayik
Kendra Ka Nirman Karya.

Tender ID:- 10/EE/Gorakhpur/2026-27

Page No.- 01

(VOLUME -B)

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Tender Form

U.P. STATE CONSTRUCTION AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

H.N.-552, Manorama Sadan, East Azadnagar Behind Panchmukhi Hanuman Mandir, Taramandal, Gorakhpur (U.P.)273016

Name of Work :-

Percentage Rate Tender & Contract for Works

(A) Tender for the work:-

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

- (i) To be submitted by hours on to
 - (ii) To be DISPLAYED to tenderers who may be view it at hours on on the portal of etender.nic.up.in
-

Signature of officer issuing the documents

.....

Designation

.....

Date of Issue:

TENDER

I/we have read and examined the notice inviting tender, schedule & specifications applicable, Drawing & Designs, Condition of Contract, clauses of contract, special conditions, Schedule of

Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/we hereby tender for the execution of the work specified for the **UPSCIDCO LTD.** within the time specified in schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions of the Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for One Hundred Twenty (120) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of Rs. has been deposited BY ONLINE transfer to UPSCIDCO bank ac as per detail furnished/ in fixed deposit receipt of scheduled bank /demand draft of a scheduled bank as earnest money. If I/we fail to furnish the prescribed performance guarantee within prescribed period. I/we agree that the UPSCIDCO LTD. shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I/we fail to commence work as specified, I/we agree that UPSCIDCO LTD. shall without prejudice to any other right remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

Date:
Witness:
Address:
Occupation

Signature of Contractor
Postal Address

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the UPSCIDCO LTD. for a sum of Rs.

..... (Rupees
.....
.....)

The letter referred to below shall form part of the contract Agreement:-

- (a)
- (b)
- (c)

Dated

For & on behalf of the UPSCIDCO
LTD.
Signature
Designation

GENERAL CONDITIONS OF THE CONTRACT

General Rules & Directions.	1.	<p>All work proposed for execution by contract will be notified in a form of invitation to tender published in etender portal of UPGOVT as etender .gov.in .</p> <p>This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.</p>
	2.	<p>In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.</p>
	3.	<p>Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.</p>
Applicable for Percentage rate only	4.	<p>Tenderer shall fill up the printed form, stating at what percentage below / above (in figures as well as in words) the total estimated cost given in Schedule of Quantities, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.</p>
	5.	<p>The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon in form of exls be provided with published tender in etender portal of the UPGOVT to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in the Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.</p>

	6.	The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
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	7.	The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he produce a receipt signed by the officer inviting tender or a duly authorized Cashier unless otherwise collected online by the competent authority in its official accounts mentioned in fee details schedule.
	8.	The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
	9.	The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with work given to them. The unsuccessful tenderers shall return all the drawings given to them.
Applicable for Percentage rate only	10.	Being a Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, in relevant column so that there is no discrepancy. However if a discrepancy exists, the percentage quoted by the contractor in words shall be taken as correct.
	11.	In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
Applicable for Percentage rate only	12.	The tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 21.5P' and in case of words, the word 'Rupees' should precede and the word 'Paise should be written at the end.

	13.	(i) The Contactor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Tender Document. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any National/scheduled bank/Banker's cheque of any National/scheduled bank/Demand Draft of any National/scheduled bank/Pay order of any National/scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any National/Scheduled Bank or the State Bank of India in accordance with prescribed form.
	14.	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
	15.	GST applicable from 01.07.2017 or any other taxes on Goods or services in respect of this contract shall be payable by the Contractor and UPSCIDCO LTD. will not entertain any claim whatsoever in respect of the same.
	16.	The tender for the work shall not be witnessed by a contractor or contracts who himself/ themselves has /have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
	17.	The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate

		class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
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	18.	The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If the fails to do so, his failure will be breach of the contract and the superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
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CONDITIONS OF CONTRACT

Definitions :-

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of UPSCIDCO LTD. and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them : -
 - (i) The expressions works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
 - (iii) The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the personnel representative of such individual or the persons composing such firm or company, or the successor such individual or the persons composing such firm or company, or the successor of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Engineer-in-charge means the Engineer Officer nominated by the UPSCIDCO LTD. who shall supervise and be in charge of the work.
 - (v) The Terms Executive Engineer, Superintending Engineer and Chief Engineer means the officials of UPSCIDCO LTD.
 - (vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - (vii) Expected risk are risks due to riots (other than those on account of the contractors employ), war (whether declared or no) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, act of God, such as usurped power, any act of Government, damage from aircraft, act of God, such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.
 - (viii) Market rate shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Tender Document to cover, all overheads and profits.
 - (ix) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of rates of the governments

mentioned in Tender Document hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- (x) Department means UPSCIDCO LTD. or any department of Government of India which invites tenders on behalf of UPGOVT as specified in Tender Document
- (xi) Tendered Value means the value of the entire work as stipulated in the letter of award.
- (xii) “UPSCIDCO LTD.” shall mean Uttar Pradesh State Construction and Infrastructure Development Corporation Ltd, having its registered office at TC-46 V, Vibhuti Khand Gomti Nagar, Lucknow (U.P.) or any other duly authorized representative of the **UPSCIDCO LTD.** or Engineer-in-charge/Architect empowered on his behalf to discharge all or any of his functions.

SCOPE AND PERFORMANCE

- 3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contact documents except standard specifications, Schedule of rates and such other printed and published the comments. Together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

WORK TO BE CARRIED OUT

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

SUFFICIENCY OF TENDER

- 7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for The works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for he proper completion and maintenance of the works.

DISCREPANCIES AND ADJUSTMENT OF ERRORS

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed : -

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) C.P.W.D. Specifications.
- (v) Indian Standard Specification of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission thereof shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

SIGNING OF CONTRACT

9. The successful tenderee/contractor, on the acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Form as mentioned in schedule 'F' consisting of :
 - (a) Various standard clauses with corrections upto the date stipulated in schedule 'F' alongwith annexures thereto.
 - (b) U.P.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by U.P.P.W.D. or its contractors.
 - (d) U.P.P.W.D. Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

Clause 1 Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/ or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Nationalised/scheduled bank / Banker's cheque of any Nationalised/scheduled bank / Demand Draft of any Nationalised/scheduled bank/ pay Order any Nationalised/scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any National/Scheduled Bank or the State bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the UPSCIDCO LTD. as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the UPSCIDCO LTD. to the make good the deficit.
- (ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the UPSCIDCO LTD. is entitled under the the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay UPSCIDCO LTD. any amount due, either as agreed by the contractor or determined under any of the Clauses /Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the UPSCIDCO Ltd.

Clause 1A Recovery of Security Deposit

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit UPSCIDCO LTD. at the time of making any payment to him for work done under the

contract to deduct a sum at the rate of 5% of the gross amount of each running bill. The sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by UPSCIDCO LTD. by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the UPSCIDCO LTD. as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the UPSCIDCO LTD. to make good the deficit.

All Compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by UPSCIDCO LTD. on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 14 which shall be extended from time to time depending upon extension of contract granted under provision of clause 2 and clause 5.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2 : Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3 : Note 1 & 2 above shall be applicable for both clause 1 and 1A.

Clause 2 Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall,

without prejudice to any other right or remedy available under the law to the UPSCIDCO LTD. on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable that the progress remains below that specified in Clause 5 or that the work remains incomplete).

This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation for delay of work @ 1% per week of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the UPSCIDCO LTD. In case, the contractor does not achieve a particular milestone mentioned in schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE- 3 When Contractor can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against, the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in

- writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge,
 - (v) If the contractor shall offer or give or agree to give to any person in UPSCIDCO LTD. service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for UPSCIDCO LTD.
 - (vi) If the contractor shall enter into a contract with UPSCIDCO LTD. in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof *have* been previously disclosed in writing to the Engineer-in-Charge.
 - (vii) If the contractor shall obtain a contract with UPSCIDCO LTD. as a result of wrong tendering or other non-bonafide methods of competitive tendering.

- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise, parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the UPSCIDCO LTD. shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the UPSCIDCOLTD.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or 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 the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or 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.

CLAUSE-3A

In case, the work cannot be started due to reasons not within the control of the contractor

within 1 /8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE-4 Contractor liable to pay Compensation even if action not taken under**Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and 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, and binding on the contractor, clerk of the work, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE – 5 Time and Extension for Delay.

The time allowed for execution of the Works as specified in the Tender Document or the extended, time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Tender Document or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, UPSCIDCO LTD. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Tender Document.

5.2 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or

- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of UPSCIDCO LTD. to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by UPSCIDCO Ltd. or
- (viii) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall never the less use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer -in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer -in- Charge and this shall be binding on the contractor.

CLAUSE – 6 Measurement of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such

measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorised representative incharge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it related nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE -6A Computerized Measurements Book

Engineer-In,-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-In-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the

contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MB. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the Purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE -7 Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Tender Document, in which case the interim bill shall be prepared on the appointed date of the

month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days .

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE -8 Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the 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; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE -8A Contractor to keep site Clean.

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE -8B Completion plans to be submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of RS.15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

CLAUSE -9 Payments of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognised financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognised financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by UPSCIDCO LTD. or his signature on the bill or other claim preferred against UPSCIDCO LTD. before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognised financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognised financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognised financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognised financial institutions any rights or equities vis-a-vis the UPSCIDCO LTD.

CLAUSE -10A Materials to be provided by the contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the UPSCIDCO LTD.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge

samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for other wise else where in the contractor or specification. The Engineer –in-charge or his authorised representative shall at all times have access to the works and to all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to required the removal from the premises or all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials, The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped atleast with the testing equipment as specified in Tender Document.

CLAUSE 10B Secured Advance on Non-perishable Materials.

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by whether or other causes but on which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance

shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand petrol, diesel etc.

CLAUSE- 10C Payment on Account of Increase in Prices/Wages due to Statutory order (s)

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10 CA and not being a material supplied from the Engineer- in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in GST beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5, of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10 CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labor as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), UPSCIDCO LTD. shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10 CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution on the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount, as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of/such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 3 of the contract without any action under clause 2.

Engineer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wage.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or, wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

No escalation in prices for any materials/ labour shall be applicable during the contract period and the contractor has to complete the work on the basis of prices which he has quoted in the tenders.

CLAUSE – 10D Dismantled Material USCIDCO LTD. property

The Contractor shall treat all materials obtained during dismantling of structure, excavation of the site for a work etc. as UPSCIDCO LTD. Property and such materials shall be disposed off to the best advantage of UPSCIDCO LTD. according to the instructions in writing issued by the Engineer-in-charge.

CLAUSE – 11 Work to be executed in Accordance with Specifications, Drawings, orders etc.

The work contractor shall execute the whole and every part of the work in the most substantial and work man like manner 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 design, drawings and instruction in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, design, drawings and instructions as are not included in the standard specification of UPPWD specified in Tender Document or in any Bureau of Indian Standard or any other, published standard or code or, schedule or Rates or any other printed publication referred to else where in the contract.

The Contractor shall comply with the provisions of the contract and with the care and diligences execute and maintain the works and provide all labour and materials, tolls and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE -12 Foreclosure of contract due to Abandonment or Reduction in scope of work

If at any time after acceptance of the tender, UPSCIDCO LTD. shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Engineer-in-charge shall give notice in writing to that effect the contractor and the contractor shall act accordingly in the matter. The contractor shall have to no claim to any payments of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- (i) Any expenditure incurred on preliminary site work, i.g. temporary access roads, temporary labor huts, staff quarters and site office: storage accommodation and water storage tanks.
- (ii) UPSCIDCO LTD. shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however UPSCIDCO LTD. shall be bound to take over the materials or such portion thereof as the contractor does not desire to retain. For materials taken over or to be taken over by UPSCIDCO Ltd., cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however take into account

- purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody to the contractor.
- (iii) If any materials supplied by UPSCIDCO LTD. are rendered surplus, the same except normal wastage shall be returned by the contractor to UPSCIDCO LTD. at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to UPSCIDCO LTD. stores, if so required by UPSCIDCO LTD., shall be paid.
 - (iv) Reasonable compensation for transfer of T & P from site contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of said places, no cost of transportation shall be payable.
 - (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-charge, furnish to him, books of account wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the UPSCIDCO LTD. as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the UPSCIDCO LTD. from the contractor under the terms of the contract.

CLAUSE -13 Action in case work not done as per specifications

All work under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorised subordinates in charge of the work and all the superior officers, officer of the quality Assurance Unit of the Department or any organization engaged by the Department of quality Assurance and of the Chief Technical Examiner's office, and the contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent shall be writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates incharge of the work or to the Chief Engineer-in-charge of quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provide by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 lac and below except road work) of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may

have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials, or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause -2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Tender Document may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and /or get it and other connected and incidental item rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE-14 Contractor Liable for Damages, defects during maintenance period.

If the contractor or his working people or servants shall break, deface, injure or destroy and part of building in which they may be working, or any building, road, road kerb, fence enclosure, water pipe, cables drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper material or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later, Provided that in the case of road work, if in the opinion of the Engineer-in-charge, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of maintenance and operation works of E &M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.

CLAUSE -15 Labour Laws to be Complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE -16 A

No Labour below the age of Eighteen year shall be employed on the work.

CLAUSE -16 B Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, not with standing the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (i) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be. complied with Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act. 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non- observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Workmen's Compensation Act, 1923. Industrial Disputes Act, '1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified UPSCIDCO LTD. against payments to be made under and for the observance of the laws aforesaid and without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of middleman and that middleman shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the MIDDLEMAN from the wage of workmen.

CLAUSE16C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per national Safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of RS.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE-16D

The contractor shall submit every month, to the Engineer-in-Charge, a true statement :-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to UPSCIDCO LTD., a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE- 16E

In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

CLAUSE16F

Leave and pay during leave 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 the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning 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 a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE- 16G

In the event of the contractor(s) committing a default or breach of any of the provisions of the State Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the UPSCIDCO LTD. a sum not exceeding RS.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied 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(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their 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 approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s) .

CLAUSE- 16H

The contractor(s) shall at his/their own cost provide his/their 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.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.1 m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, 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 provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of 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(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical

Authorities.

CLAUSE -16 L

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE- 16 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE -16 K Employment of skilled/semi skilled workers

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 200/0 of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer -in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE- 17 Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Clause – 18 Work not to be sublet. Action in case of Insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if 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 agent to any public officer or person in the employ of UPSCIDCO LTD. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer -in-Charge on behalf of the UPSCIDCO LTD. shall have power to adopt the course specified in Clause 3 hereof in the interest of UPSCIDCO LTD. and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE- 19

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 UPSCIDCO LTD. without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE – 20

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE- 21 Action Where no specifications are specified.

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in 'accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 22A Lien in respect of claims in other contracts.

Any sum of money due and payable to the contractor (including the security deposit returnable to him} under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the UPSCIDCO LTD. or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or UPSCIDCO LTD. or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer - in-Charge or the UPSCIDCO LTD. or with

such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the UPSCIDCO LTD. will be kept withheld or retained as such by the Engineer-in-Charge or the UPSCIDCO LTD. or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE- 23 Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide a necessary superintendence during execution of the work and all long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s).who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in **Special Condition of Contract 4.8. & 4.9.** The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer -in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative

(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Tender Document and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work .

The Engineer in charge shall be at liberty to object to any required the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is other wise considered by the Engineer-in-charge to be undesirable. Such person shall not be employed again to work site without the written permission of the Engineer-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE- 24 Levy/Taxes payable by Contractor

(i) GST or any other tax on materials in respect of this contract shall be payable by the contractor and **UPSCIDCO LTD.**s shall not entertain any claim whatsoever in this respect.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc . .from local authorities.

(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India/UP and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India/UP

.and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE- 25 No Gazetted Engineer to work as Contractor within one year of retirement.

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of UP shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of UP in writing. 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 Government of UP as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE- 26 Apprentices Act Provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE- 27 Release of Security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

SAFETY CODE

A. CONTRACTOR'S BARRICADES:

Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- a) Excavation work
- b) Area adjudged hazardous by Contractor or UPSCIDCO LTD.'s inspectors.
- c) UPSCIDCO LTD.'s existing property subject to damage by Contractor's operations.

Contractor's employees and those of its sub-contractors shall become acquainted with UPSCIDCO LTD.'s barricading practice and shall respect the provisions thereof.

Barricaded and hazardous areas adjacent to but not located, in normal routes of travel shall be marked by red flashed lanterns at nights.

Note:- (1) All labour & material should be lift from ground level to any height by crane/ hoist. Lift.

(2) Safety net and scaffolding be use around the building.

B. SCAFFOLDING:

- (i) Suitable double stage steel scaffolding should be provided for workmen for all work that cannot safely be done from the ground or from solid construction except short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Lights to protect the workers and staff from accidents to be provided. Contractor shall be bound to bear the expenses 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 laid down precautions and pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- (ii) Scaffolding or staging more than 4 metres above the ground or floor swing suspended from an over-head support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 3 ft. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- (iii) Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform, of the gangway or the stairway is more than 4 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (iv) Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between the said rails in rung ladder shall in no case be less than 30 cms. for ladder upto and including 3 metres in length. For longer ladder this width should be increased at least 5 cm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any sites of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses 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 and pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

C. EXCAVATION AND TRENCHING

All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 50 meter length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of side collapsing. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

D. DEMOLITION :

Before any demolition work is commenced and also during the progress of the work.

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be source of danger shall remain electrically charged.

- c) All practical steps shall be taken to prevent danger to persons employed from risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 - d) Stone breakers shall be provided with protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable tailing and provided with warning signals or board to prevent accident to the public. Proper Safety Belts shall be used by the workers going in the sewers & manholes . Further before entry presence of TOXIC gases shall be tested and presence of Oxygen verified.
 - f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- E.** All necessary personal safety equipment as considered adequate by the **UPSCIDCO LTD.** should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- Those engaged in mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- F.** Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to laid down standard precautions.
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
 - d) In case hoisting machine and of every chain ring hook shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of

the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- G.** Motors gearing transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards Housing appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate pre-cautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulation mats, wearing apparel, such as gloves, sleeves, and boots, as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- H.** All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use either by the Contractor or any other external agencies/ sub contractors/associate contractors . Adequate washing facilities should be provided at or near places of work.
- I.** These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- J.** To ensure effective enforcement of the rules and regulations relating to the safety precautions, the arrangements made by the Contractor shall be open to inspection by **UPSCIDCO LTD.** or its representatives.
- K.** Notwithstanding the above clause there is nothing in these to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manners as not to interfere or destroy in any way whatsoever the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the Safety code provision as per Indian Standard Safety Code framed from time to time and any additional requirement as per local safety bye laws and as required by the **UPSCIDCO LTD.** from time to time within his quoted rates.

- 1- Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction excepted construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hand shall be provided on the ladder and the ladder shall be given an inclination not inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- 2- Scaffolding of staging more than 3.6m (12 ft.) above the ground or floor, swung or suspended from an overhead support or created with stationary support shall have a

guard rail properly attached or bolted, braced and otherwise secured atleast 90cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- 3- Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.
- 4- Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by provided suitable fencing or railing whose minimum height shall be 90cm (3 ft.)

- 5- Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29cm. (11 ½") for ladder upto and including 3 metre (10 ft.) in length. for longer ladders this width should increased atleast ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law to that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which maybe awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any by any such person.
- 6- Excavation and trenching- All trenches 1.2m (4 ft.), or more in depth, shall at all times be supplied with atleast one ladder for each 30 metre (100ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to atleast 90cm. (3 ft.) above the surface of the ground. the sides of the trenches, which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. the excavated material shall not be placed with 1.5m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 7- Demolition- Before any demolition work is commenced and also during the progress of the work.
- (i) All rods and open areas adjacent to the work site shall either be closed or suitable protected.
- (ii) No. electric cable or apparatus which is liable to be source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8- All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the used of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper used equipment by those concerned. The following safety equipment shall be provided.
- (i) Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective footwear and protective goggles
- (ii) Those engage in white washing and mixing or stacking or cement bags or any material, which is injurious to the eyes, shall be provided with welder's protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.

- (iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into manhole and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure the following safety measures are adhered to:-
 - (a) Entry for workers into the line shall be allowed except under supervision of the Engineer in charge or any other higher officer.
 - (b) Atleast 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker should be send only with oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account or slippers nature of the malba.
 - (i) Workers should allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with oxygen cylinder should be kept at site for used in emergency.
 - (k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
 - (l) The worker engaged for cleaning the manholes/should be properly trained before allowing working in the manhole.
 - (m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer the sewer lines.
 - (o) If a man has received a Physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-charge regarding the steps to be taken in this regard in an individual case will be final.
 - (vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:-
 - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (b) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9- An additional clause (viii)(i) of Government Safety code (iv) The contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:-
- (i) White lead, soleplate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable to prevent arising out of from dust caused by dry rubbing down and scrapping.
 - (iv) adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of CLIENT.
 - (viii) CLIENT may require, when necessary, medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
- 10- When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 11- Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standards or conditions:-
- (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

- Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defect.
- (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 year should be in charge of any hoisting machine including any scaffolding which or give signals to operators.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear, referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of CLIENT machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regard contractor's machines the contractor shall notify the safe working load of the machines to the Engineer-in-charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.

- 12- Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided. The worker are good conductors of electricity.
- 13- All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14- These safety provisions should be brought the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15- To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by labour officer or the Engineer-in-charge or their representatives.
- 16- Not with standing the above claused from (1) to (15) there is noting in these to exempt the contractor from the operations of any other Act or Rule in force in the Government of India.

LIST OF ITEM SHOULD BE AVAILABLE AND USE AT SITE GIVEN BLOW :-

- | | |
|-------------------|--------------------------------------|
| 1- Helmets | 8- Gas Masks and oxygen cylinder |
| 2- Globes | |
| 3- Safety Belts | 9- Glow shine boards/ benches/ belts |
| 4- Safety Shoes | 10- Safety nets (Jaal) |
| 5- Gum Boots | 11- Fire Buckets |
| 6- Safety goggles | 12- Flood lights |
| 7- Safety ribbons | 13- Reflector |
| | 14- First Aid Box |

Schedule 'F'

GENERAL RULES & DIRECTIONS : Officer inviting tender Executive Engineer

Definitions:

2(iv) Engineer-in-charge : Executive Engineer, UPSCIDCO
LTD.

2(vi) Accepting Authority : Chief Engineer/Superintending Engineer

2(viii) Percentage on cost of materials and labour to cover all overheads and profits : 15%

2(ix) Standard Schedule of Rates : UPPWD CURRENT SO R

Clause 1

- i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance : 15 Days.
- ii) Maximum allowable extension beyond the period Provided in (i) above : 7 Days

Clause 2

Authority for fixing compensation under clause 2 : UPSCIDCO
LTD.

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : 10 Days.

Mile stone (s) as per table given below:

Table of Mile Stone(s)

Time allowed for Execution of work: : 12 months

Authority of decide :

- i) Extension of time (Engineer in Charge of Engineer in charge of Major Component in case of Composite Contracts, as the case may be)
- ii) Rescheduling of mile stones (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

CLAUSE -6, 6A

Clause applicable – (6 or 6A) : Yes

CLAUSE -7

Gross work to be done together with net payment/adjustment
Of advances for material collected, if any, since the last such
Payment for being eligible to interim payment : 10 lacs

CLAUSE -10

List of testing equipment to be provided by the contractor at site lab.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. Cube testing machine 200 T capacity | 1 No. |
| 2. Concrete cube moulds 15cmx15cm | 12 Nos. |
| 3. Mortar cube moulds 7.07 cm x 7.07cm | 6 Nos. |
| 4. Measuring cylinder's 100ml, 250ml & 500ml & 1000ml | 2 Nos. |
| 5. Slump test Apparatus with tamping rods | 3Nos. |
| 6. Set of standard sieve (40mm, 20mm, 10mm, 4.75mm, 2.36mm, 1.18mm, 600 mrcs, 300 mrcs. 150 mrcs) | 1 No. |
| 7. 10 Kg. double pass balance with required weights/Electric weighing Apparatus
10Kg capacity with a least count of 0.02 Kg | 1 No. |

CLAUSE-10C

Component of labour expressed as percent of value of work = 21.25%

CLAUSE -11

Specification to be followed for execution of work : UPPWD

CLAUSE-13

Competent Authority for deciding reduced rates. : Engineer-in-charge

CLAUSE -25 (i)**Requirement of Technical Representative (s) and recovery Rate**

S.No	Minimum Qualification Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	B. Tech	Civil	Project Manager	-	1	40,000.00	
2.	Diploma	Civil	Project Engineer	-	2	30,000.00	
3.	Diploma	Electrical	Project Engineer	-	1	30,000.00	

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

SPECIAL CONDITIONS OF CONTRACT

1.1 **DEFINITIONS AND REQUIREMENTS OF CONTRACT**

1.2 **CONTRACT DOCUMENTS**

The term 'Contract Documents means the Notice Inviting Tender, Tender Form, Instructions to Tenderers, Safety Code, Conditions of Contract, Specifications, Schedules of Quantities, Drawings, Articles of Agreement and Appendices as contained herein and other documents forming part of the contract.

Notwithstanding the sub-division of the documents into separate sections, every part of it shall be deemed to be supplementary to and complementary of every other part and any item mentioned in either or of the places viz. Tender drawings or specifications or condition of contract or BOQ implies it is part of the contract and shall be deemed to be included in the cost of the contractor of that particular contract.

1.2a **CONTRACT**

The term 'Contract' means the written agreement between **UPSCIDCO LTD.** and Contractor, the Contract Documents, all addenda issued by **UPSCIDCO LTD.** and all letters exchanged between **UPSCIDCO LTD.** and the Contractor before the agreement. Specifications and Drawings, priced schedules modifications and amendments thereto which the Engineer-in-charge on behalf of **UPSCIDCO LTD./Architect** may furnish during the progress of the work.

This contract shall be governed by the Indian Laws for the time being in force.

1.2b **THIS CONTRACT**

Shall mean the entire documents comprising the Tender Notice, preface of tender, General Instructions. Tenderer, letters from contractor and Annexure, Articles of Agreement, Conditions of Contract, special applications, special conditions of contract, safety code, contractors liability and insurance summary, Appendices, Specifications, Designs and other detailed drawings for the work, agenda, instructions issued by Engineer-in-charge /Architect and all other documents for full execution of the CONTRACT. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities. The contractor shall further be deemed to get all relevant information before submitting tender. Any error in description, quantity or in the schedule of quantities or any omission therefore shall not effect the contract or release the contract from execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under this contract.

1.3 **CONTRACT SUM**

The contract sum shall be the total amount of all the work included in this contract based on quoted prices and shall not be adjusted or altered in any way, whatsoever and this contract sum shall be deemed to have been accepted by the parties hereto at the time of entering into the contract.

1.4. **CONTRACT VALUE**

The contract value shall be arrived by adding or deducting any sum or sums from the contract amounts due as per variations, extra items executed during the contract solely at the discretion of UPSCIDCO LTD.

1.5 **SITE**

The term “Site” means the land and/or other places on, under, in or through which the work is to be executed under the Contract, or places which may be allotted by **UPSCIDCO LTD.** or used for the purpose of this contract.

1.6 **PROPERTY, OWNERSHIP AND POSSESSION:**

The assets being created under this contract as stipulated in the schedule will be the “Property” solely belonging to UPSCIDCO LTD. The ownership of the site and property will solely vest with UPSCIDCO LTD. through out the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond. The use of site or the assets under construction or part thereof by the contractor is purely to facilitate his performance under this contract and does not confer on him the right of possession or tenancy.

1.7 **WORK:**

The term “Work” means the work which is undertaken by the Contractor pursuant to the Contract. Work includes, unless specifically excluded, the furnishing of materials, labour, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, temporary construction of every nature, taxes, work contract tax, excise, octroi, insurance, water, electricity sewerage and all other services, and facilities necessary for the full performance and completion of the requirements of the Contract.

1.8 **THE WORKS**

“The Works” shall mean that the works in respect of which the tender duly accepted by the Contractor where in conditions of contract, specifications, different schedules and drawings and including all additions, substitutions and variations ordered by the Engineer-in-charge on behalf of UPSCIDCO LTD., Ghaziabad

The works shall not be considered as completed unless it is the certified by UPSCIDCO LTD. or Engineer-in-charge on behalf of UPSCIDCO LTD., Ghaziabad that they have been accepted and the Defect Liability Period shall commence from the date of signing of virtual completion certificate by UPSCIDCO LTD.. UPSCIDCO LTD. shall take the opinion of Architect regarding completion of works.

1.9 **“IS / BIS”**

Shall mean Standards/Codes as issued by the Bureau of Indian Standards (IS) Institution. Wherever reference is made “IS” it shall mean the relevant ‘IS’ code on the subject with latest edition as amended till date of submission of tender and completion of the contract.

1.10 **SUB-CONTRACTOR**

The term “Sub-Contractor”, includes those who have entered into a direct contract with the Contractor and who furnish materials worked to a special Design as called for in the contract documents but does not include those who merely furnish materials.

Sub-Contractor shall be appointed only with prior approval from **UPSCIDCO LTD.**

1.11 **DAY**

The term “Day” shall mean calendar days irrespective of the number of hours worked in that day.

1.12 **WORKING DAY**

Working Days means any day from Monday to Saturday (Both days inclusive) excluding all Public holidays as notified by the Central Government.

1.13 **NORMAL WORKING HOURS**

Normal Working Hours shall mean eight (8) hours per working day. The specific timing would vary depending upon the season.

1.14 **PROJECT**

The term “Project” means the total construction of which the work performed under this contract may be the whole or a part.

1.15 **WEEK**

The term “Week” means seven days without regard to the working days in that week.

1.16 **NOTICE IN WRITING/WRITTEN NOTICE**

The term “Notice in Writing”, or “Written Notice” means a notice in handwritten, typed or printed characters set by ordinary/registered post (unless delivered personally or proved to have been received) to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.17 **VIRTUAL COMPLETION**

The term “Virtual Completion” means that the “Works” have been completed in all respect and also in conformity with the contract document including obtaining water/sewerage/storm water drainage connections from authorities are ready and fit for occupation/commissioning in the opinion of **UPSCIDCO LTD.** in consultation with the architect and 90% of the total Building work have been handed over to the **UPSCIDCO LTD.** A virtual completion certificate shall be issued as defined at clause 12, hereinafter.

1.18 ACCEPTED RISKS

Shall mean risks due to riots (other than among Contractors employees) and civil commotion (in so far as these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution., insurrection, military or usurped power, damage from aircraft, natural calamities such as earthquake, lightening and unprecedented floods & other causes over which the Contractor has no control and accepted as such by UPSCIDCO LTD. or causes solely due to use or occupation by UPSCIDCO LTD. of the part of works in respect of which a certificate of completion has been issued.

1.19 TEMPORARY WORKS

Shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.20 URGENT WORKS

Shall mean urgent measure which in the opinion of the UPSCIDCO LTD. become necessary during the progress of the works to obviate any risks accident or failure or which become necessary for security.

1.21 MANDATORY WORKS AND REQUIREMENTS

The contractor shall conform to the provisions of any act of the legislature relating the works, and the Regulations and Bye-laws of any authority, and of any water, lighting and other companies and/or Authorities with whose system the structure is proposed to be connected and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the UPSCIDCO LTD. written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon.

1.22 ACT OF INSOLVENCY

The term “Act of Insolvency” means any act of insolvency as defined by the Presidency Towns, Insolvency Act or the provincial Insolvency act or any amending statute.

1.23 MARKET RATE

The term “Market Rate” means the rate as decided by the UPSCIDCO LTD. on the basis of cost of materials inclusive of all taxes and cost of labour at the site where the work is to be executed plus overheads, supervision and profit of the Contractor.

1.24 SINGULAR OR PLURAL

Where the context so requires, words implying the singular only also includes the plural and vice versa. Words implying persons include persons and corporations.

1.25 **APPROVED EQUAL**

Approved Equal shall mean an alternative product/service approved by the UPSCIDCO LTD. as equivalent to that specified in the contract documents.

1.26 **UPSCIDCO LTD., ENGINEER-IN-CHARGE, ASSISTANT ENGINEER, JUNIOR ENGINEER ARCHITECT AND THE CONTRACTOR.**

i) **UPSCIDCO LTD.**

“UPSCIDCO LTD.” shall mean Ultra Pradesh Samaj Kalyan Nirman Nigam Ltd, having its registered office at TC-46 V, Vibhuti Khand Gomti Nagar, Lucknow (U.P.) and Engineer-in-charge Office at S.A-39, Shastri Nagar, Ghaziabad, or any other duly authorized representative of the UPSCIDCO LTD. or Engineer-in-charge/Architect empowered on his behalf to discharge all or any of his functions.

ii) **ENGINEER-IN-CHARGE**

The term “Engineer-in-charge” means person of appropriate authority appointed by UPSCIDCO LTD. as their specific representative who shall direct and supervise the work, Architect and Contractor and be in charge of the complete execution of the project for the purpose of this contract.

iii)a **ASSISTANT ENGINEER**

The term “Assistant Engineer(s)” (or any other term) shall mean the person(s) appointed by UPSCIDCO LTD. for acting under the orders of Engineer-in-charge for execution of the project.

iii)b **JUNIOR ENGINEER**

The term “Junior Engineer(s)” (or any other term) shall mean the person(s) appointed by UPSCIDCO LTD. for acting under the orders of Assistant Engineer /Engineer-in-charge for execution of the project.

iv) **ARCHITECT**

The term “Architect” means its designated representatives and its successors and assigns or in the event of their ceasing to be Architects for the purpose of this contract, such other persons as shall be nominated in writing for the purpose by UPSCIDCO LTD.

The entire work and all additional work required by UPSCIDCO LTD. in connection with this contract shall be carried out under the instruction of Engineer-in-charge. on behalf of UPSCIDCO LTD.

v) **CONTRACTOR**

The term Contractor shall include its legal representative and its successors and assigns. On acceptance of the tender the Contractor shall intimate the name of his accredited representative(s) who would be responsible for taking instructions

from the Engineer-in-charge for carrying out the work. The representative(s) shall be employed on site through out the duration of the work.

2. EXECUTION, CORELATION, SCOPE AND INTENT

2.1 CONTRACT DOCUMENTS:

2.1.1 The contractor shall be furnished one certified true copy of the Contract Document including drawings at the beginning of the construction period. The drawings meaning all drawings duly signed by contractor, Architect, Engineer-in-charge and UPSCIDCO LTD. representative.

2.1.2 Drawings necessary for the execution of the work, will be issued to him free of charge. None of these documents and drawings shall be used by the contractor for any other work or project or any other purpose whatsoever other than that of this contract and shall be returned to the UPSCIDCO LTD. at request or at the completion of the contract.

2.1.3 UPSCIDCO LTD. may in their absolute discretion issue further drawings and/or written instruction, details, detailed specifications, directions and explanation. The contractor shall forthwith comply with and duly execute all work comprised in such instructions, to the satisfaction of the UPSCIDCO LTD.

2.2.4 UPSCIDCO LTD. reserves the right to fix the order in which the various items of work involved in this contract is to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

2.2 TAKING OVER SITE /HANDING OVER OF BUILDINGS TO UPSCIDCO LTD.

2.2.1 The Contractor shall have to take over the site for execution of work within 10 days of LOI, failure which LOI deemed to be null and void and EMD shall be forfeited

2.2.2 The handing over of the Total Building work i.e. Civil, Sanitary and Electrical works to UPSCIDCO LTD. shall commence once the entire project as per scope of work is complete as decided by the competent authority, including availability of water, electricity, Landscaping, civic amenities and road network and site clearance etc. and campus is fit for occupation. On clearance from UPSCIDCO LTD. the contractor shall arrange to hand over building with a set of documents showing various services, fittings, fixtures, layout of electric cables and plumbing work etc. under the supervision of the Engineer-in-charge representative. He will also prepare a detail list of various fittings and fixtures (movable and immovable) which shall be checked by Engineer-in-charge's representative and Architect. Three copies of the list checked and signed shall be handed over to the Engineer-in-charge who shall counter sign the handing over documents on behalf of UPSCIDCO LTD.. The contractor is required to sustain and back up essential provisions and arrange for security of the complex and other day to day functioning of the complex up to three months beyond the virtual completion date within the contract price.

2.2.1 OCCUPATION BY UPSCIDCO LTD.

UPSCIDCO LTD. reserves the right to occupy the works related to common facilities by section as completed, as may be considered by UPSCIDCO LTD. both practicable and reasonable and without hindrance to the Contractor's progress.

2.2.4 As desired by UPSCIDCO LTD., the contractor shall erect an appropriate site office for Engineer-in-charge and staff and employ sufficient number of security personnel on duty at all times at the gate and elsewhere as in consultation with Engineer-in-charge. The contractor shall install and maintain night lighting as required. Additional illumination shall be provided around stores, offices, machinery installation, stockyards and Labour rest rooms. Contractor shall maintain all the illumination in proper and workable order during the entire period of the Contract. Nothing extra shall be paid to the Contractor on account of any of above.

2.2.5 On completion of the contract, the contractor at his own cost shall remove from the site all the balance Materials, not required by UPSCIDCO LTD. The contractor as and when required by UPSCIDCO LTD. shall remove from site all the materials rejected by Engineer-in-charge as unsuitable for use in work to be executed vide this contract. Nothing shall become payable to the contractor on this account.

2.2.6 Although all the details of construction have been by and large covered in these documents, any item or details of construction not specifically covered but obviously implied and essentially required for completion of the job as per the Engineering practice and to make all the internal services functional, shall be deemed to have been covered in the quoted rates. The tenderer may, however, consider a minimum level of details conforming to IS code or National Building Code to cover these missing details.

2.3. **WORK TO BE CARRIED OUT**

2.3.1 The work to be carried out under the Contract shall, except as otherwise provided in these conditions include all materials, labour, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, temporary construction of every nature including site office with toilet facility, workers rest rooms with toilet facility etc, taxes, works contract tax, workers site accommodation and welfare fund contributions ,excise, Octroi, insurance, water electricity and development of approach roads to site from North and East, adequate landscaping and all other services and facilities , including all contractual obligations required in preparation of and in full and entire execution and completion of the works. The quoted rates / prices shall deem to include all above. The Contractor should take note of the existing site Approach Road clearance work from north and east, and modification of certain Physical features as instructed by the Engineer-in-charge/Architect for the overall site development. No extra claim / amount consequent to any misunderstanding or otherwise shall be payable by UPSCIDCO LTD.

2.3.2 The description given in the specifications or on the Drawings shall, unless otherwise stated, be held to include wastage on materials including overlaps, carriage and cartage, hoisting, setting, fitting, cutting and fixing in position, curing and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles. The work shall be executed strictly as per drawings issued at site which is signed by Contractor, Architect,

Engineer-in-charge and representative of UPSCIDCO LTD. Office. One copy of each drawing duly signed by all the four shall be Available with Contractor, Architect, Engineer-in-charge and UPSCIDCO LTD. office.

2.3.3. The works of UPSCIDCO LTD. in general shall adhere to UPPWD specifications for BOQ, and drawings. For items & details not covered, the work shall be done as directed by Engineer-in-charge on behalf of UPSCIDCO LTD. with opinion of Architect.

2.3.4 Necessary structural or constructional provisions such as dowels, tie rods, spacers (metal, concrete, etc.), chairs, metal studs, corbels, constructional joints, bolts, haunch screws, clamps, bolt, holes, wire mesh, pipe openings, sleeves, ducting, cutouts and the like forming holes or any other similar features which although not specifically mentioned in the schedule of quantities or specifications or shown in the drawings, but which are obviously and fairly intended and are essential for completion of work thus making structure and services functional shall all be deemed to be included in the contract sum and provided by the Contractor without any extra cost. Any material incorporated in the works on account of the above shall not be measured for payments. The same shall however be recorded for reconciliation of theoretical consumption of UPSCIDCO LTD.'s issue for satisfaction & justification of UPSCIDCO LTD. Similarly adequate slopes will be provided in areas where there is likelihood of ingress of water such as toilets, balconies, verandah, kitchen, terraces, top of chajjas, window sills, plinth protection etc. though these may not be expressly shown in drawings without any extra cost. The contractor is responsible and shall ensure that there are no leakages or seepage in roofs, ceilings, walls, on floors or in the water supply, electrical or sewage system.

WORKMANSHIP

2.3.5 The work involved calls for a high standard of workmanship combined with speed and use of quality materials as specified and approved.

Any workmanship or materials not complying with the specific requirements of approved samples, or which have been damaged, contaminated or deteriorated, must be removed immediately from the site and replaced at the risk and cost of the contractor.

WATER PROOFING & ANTI TERMITE WORKS - GUARANTEE BOND

2.3.6 The contractor shall guarantee through a guarantee bond (a guarantee bond is to be executed on non-judicial stamp paper of Rs. 100/- duly attested by notary public) in prescribed Performa and deposited with UPSCIDCO LTD. for all water proofing and anti termite work done by him or his subcontractors for 10 years from the date of virtual completion of the project and shall indemnify UPSCIDCO LTD. in a format acceptable to UPSCIDCO LTD. against any defects that arise therein during the guarantee period as aforesaid. He shall immediately rectify, replace and repair any defects, leakage, seepage, termite menace etc. that may occur therein, and repair all other damage occurring to any part of the structure on account of defect in water proofing treatment during the guarantee period as aforesaid, in accordance with the conditions of the said guarantee to the satisfaction of UPSCIDCO LTD. at the time of

damage. In case of failure of the Contractor to rectify the defects, the same shall be carried out at his risk and cost. In addition, an amount of 0.4% of the contract value and deduction from the interim RA Bills shall be retained by UPSCIDCO LTD. shall be retained by UPSCIDCO LTD. as a guarantee against water proofing works. If no defects are found to be existing within 2 years after virtual completion then 50 % of the total value (0.4% of the contract value) shall be released and the remaining 50 % shall be released after 05 years from the date of virtual completion and submitting No Claim certificate from VAT / Service tax department. No interest shall be payable on this amount. Further no request will be accepted by UPSCIDCO LTD. for converting it into BGB.

2.3.6.1 PERFORMA OF WATER PROOFING AND ANTI TERMITE

This agreement made to this.....day ofbetweenson ofof(herein after called the Guarantor of the one part) and UPSCIDCO LTD. (herein after called UPSCIDCO LTD. on the other part)

Whereas this agreement is supplementary to the contract (herein after called the contract) dated.....and made between the Guarantor of the one part and UPSCIDCO LTD. on the other part, whereby the contractor , inter alias , undertake to render the building and structure in the said contract rectified completely water and leak proof or Anti Termite.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain water and leak proof or Anti Termite and the minimum life of such water proofing treatment shall be five years from.....to.....

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defect or misuse of roof or alternator or for such purpose.

Signature & Seal

2.4 SUFFICIENCY OF TENDER

2.4.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in different Schedules. Tenderers Item rate price quote shall be deemed to include for full completion of works as described hereinafter and in accordance with good engineering practice

and recognized principles. Details of construction which are obviously and fairly intended and are essential for completion of work making the structures services functional but which may not have been specifically shown on the drawings or mentioned in the document are deemed to have been included in the Units rates quoted by the tenderer. The detail of such work will be furnished during the execution of this work. Decision of UPSCIDCO LTD. in such matters shall be final and binding.

2.4.2 During detailed layout there may be changes in positioning of blocks for which no financial adjustment is admissible.

2.4.3a) RATES AND AMOUNTS INCLUSIVE OF GOODS AND SERVICE TAX OR ANY OTHER TAX

The rates/item rates of units quoted by the Tenderer in the tender shall include all charges for scaffoldings, hire of tools & plants, centering material, curing, water and electricity meter charges, temporary plumbing, all heights, all leads and all lifts, sheds for the materials, marking out and clearing the site, watering charges, carriage and all other related items/works required for smooth and efficient execution of THIS CONTRACT and the rates quoted thus shall be deemed to be for the complete and finished work.

b) The rates shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. The Tenderers must include in their rates GST and other levies still in existence. However, if any further tax is additionally imposed by State Govt, after the last stipulated date for the receipt of commercial bid, including extension if any, and the contractor thereupon necessarily and properly pays additional tax (service tax & vat etc.). UPSCIDCO LTD. shall reimburse the amount so paid by contractor, provided such payments, if any, is not, in the opinion of UPSCIDCO LTD. (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the contract of the contractor.

c) The contractor shall inform the UPSCIDCO LTD. about sales tax no. and Permanent Income Tax account No and Service tax registration No. The statement of GST authorities by the contractor, copy of the same shall be forwarded to UPSCIDCO LTD.

2.5 SITE AND LOCAL CONDITIONS

2.5.1 By executing the Contract, the Contractor represents that he has visited the site of the proposed work, fully acquainted and familiarized himself with conditions as they exist. Characteristics of the soil and of the excavations and the character of the operations to be carried out under the proposed Contract and made such investigations as may be seen fit so that he shall fully understand the facilities, physical conditions hindrances and restrictions attending the execution of the work under the contract.

2.5.2 By submitting the tender, the Contractor also agrees that he has carefully examined the drawings, specifications and associated documents and the form and nature, of including means of excess of the site and that from his own investigation he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation he has fully understood the intent and purpose of the Contract documents.

2.5.3 Any claims for additional compensation or extension of time because of Contractor's failure to follow the foregoing procedure and to familiarize himself with

the Contract Documents and all conditions which might affect the work will not be allowed.

2.6 **DISCREPANCIES**

2.6.1 The Contract Documents are complementary and are intended to include or imply all items required for the proper execution and completion of work. What is required by any one shall be as binding as if required by all, within the price, all constituents of these contract documents shall be deemed to apply with equal force. The decisions of the UPSCIDCO LTD. shall be final and binding on all concerned.

2.6.2 Any error, in description, quantity or rate in different schedules or any omission there from shall not vitiate the contract or absolve the Contractor from the execution of the whole or any part of the work comprised therein according to the drawings and specifications or from any of his obligations under the Contract. Details of construction which are obviously and fairly intended and are essential for completion of work making the structures services functional but which may not have been specifically shown on the drawings or mentioned are deemed to have been included in the rates / prices quoted by the tenderer.

2.7 **ADJUSTMENT OF ERRORS**

2.7.1 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amounts worked out by him in the different schedules and General Summary, the same shall be adjusted in accordance with the following rules;

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate quoted by the Contractor in words shall be taken as correct.
- b) In the event of an error occurring in the amount column as a result of wrong extension of the unit rates and quantity, the unit rate shall be regarded as correct and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
- d) The total of various Schedules as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer.

2.8 **FIELD DIMENSIONS**

2.8.1 Before ordering any materials or doing any work the Contractor shall verify the pertinent field dimensions for the project and shall be responsible for the correctness of same. The Contractor shall engage the services of Professional Surveyors for plotting out the areas allotted for the setout the boundaries for each Unit ,apart from clearly demarking the outline of the Type Blocks, alignment of internal Roads, check for its conformity to the actual sanction Drawings before the commencement of work at Site.

2.8.2 No extra charge or compensation will be allowed on account of difference existing between actual dimensions and dimensions indicated on the Drawings. Any difference which may be found shall be brought to the notice of the UPSCIDCO LTD. for consideration before proceeding with the work, or clarification sought before ordering procurement of materials. The decision of UPSCIDCO LTD. shall be final and binding, however, at no extra cost.

2.10 AUTHORITIES AND NOTICES

2.10.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the works and shall comply with all applicable bye-laws, ordinances, rules regulations and/or any water, lighting and other lawful orders of any public authority and those of other authorities having jurisdiction of the safety of persons or property and to pay any fines or penalties imposed for violation thereof. No financial compensation on above account shall be payable.

2.10.2 In particular, the Contractor shall be responsible to register themselves under the contract labour (Regulations and abolition) Act 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to UPSCIDCO LTD. as and when desired by UPSCIDCO LTD. He shall also indemnify UPSCIDCO LTD. against any penalties/claims arising from any fault, on their part including lapses in obtaining licenses/permits etc. The Contractor, shall arrange to give all notices required by the said acts. Regulations or By-laws to be given to any authority, and to pay to such Authority or to any Public Office all fees that may be chargeable in respect of the work and lodge the proper receipts with the Engineer-in-charge .

2.11.2 TECHNICAL EXAMINATION AND AUDIT

The contractor herewith agrees that as a respect of inspection of works and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed or any work is found not to have been executed in accordance with the contract, the contractor shall be liable to refund the amount of over payment made already and it shall be lawful for the owner, as he deems fit to recover such over payments either from any payments due and / or becoming due to the contractor or from the security deposit or retention money or through any further bills and / or final bill or in any other manner whatsoever not excluding through recourse to legal action.

It is an essential and agreed condition of the contract that any such action taken by the owner shall be deemed to be fully legal and valid and binding on the contractor.

This clause is to be read in conjunction with clause no. 2.11.3 of special conditions of contract.

2.12 a) HINDRANCE REGISTER

A hindrance register shall be maintained at site of work showing the items of work effected, the date on which the delay occurred, the date on which the delay was cleared and full reason thereof. These entries shall be counter signed by the Engineer-in-charge

and the Contractor or his authorised representative and request of extension of the time shall only thereafter be made to UPSCIDCO LTD.

- b) Besides above the following documents are also required to be maintained at site.
- (i) Site Order Book
 - (ii) Sample approval register
 - lii Testing registers
 - (vi) Labour register
 - (vii) Cement/steel record register.
 - (viii) Register of variations / Deviation orders

2.14 TESTING LAB

The contractor shall maintain a laboratory at site for testing of materials fully equipped with the testing equipment as directed by UPSCIDCO LTD. and described in clause 4.11.3 hereafter.

All Testing of material should be done as per CPWD norms and specification.

3. ADMINISTRATION OF THE CONTRACT:

UPSCIDCO LTD. will provide administration of the Contract as hereinafter described.

3.1 Engineer-in-charge will be UPSCIDCO LTD.'s representatives for the complete execution of the works covered under this contract and until final completion of the project and settlement of final accounts & will have authority to act on their behalf to the extent provided for in the contract. Instructions of UPSCIDCO LTD. to the Contractor shall be forwarded to him through the Engineer-in-charge with the endorsement of the Engineer-in-charge. UPSCIDCO LTD. will consider only such instructions and directions as acceptable and genuine for any matter concerning delay or additional work, change of specification only if marked through the Engineer-in-charge concerned. In addition to the UPSCIDCO LTD. staff employed for the project, the Engineer-in-charge will be assisted by the Architect and his staff in the discharge of his duties. Financial viability has to be overbearing in all decisions regarding Cost escalation and any change in the specification /approved system. Change in specification or quantities shall be implemented only in escapable situation and only with prior written authority of UPSCIDCO LTD.

3.2 The Engineer-in-charge will determine on behalf of UPSCIDCO LTD. in general if the work is being performed in accordance with the contract documents. The Engineer-in-charge will have the authority to reject the contractor's work which does not conform to the Contract documents and to require necessary inspection and testing. The contractor shall be required to remove the defects and materials and nothing extra shall be payable to the contractor on this account.

3.3 UPSCIDCO LTD., Architect and the Engineer-in-charge /Engineer(s) including their representatives/staff shall at all reasonable times have free access to the work and/or to the Workshops, factories or other work related places and also to any place where the materials are stored, tested or from, where they are being obtained.

3.4 The Contractor shall give every facility to UPSCIDCO LTD. and/or their representatives necessary for inspection, examination and test of the materials and workmanship. If the work is to be done at a place other than the site of work, the Contractor shall obtain the written permission of UPSCIDCO LTD. for doing so.

3.5 Except the representative of the Public authorities any person not connected with the Project and any other unauthorized person, shall not be allowed on the site at any time without the written permission of the Engineer-in-charge.

3.6 The Architect and his consultants if any will visit the site at intervals appropriate to the stage of Construction and as warranted by the Construction schedule or as required by UPSCIDCO LTD. or Engineer-in-charge to familiarize themselves with the quality of the work and to determine in general if the work is proceeding in accordance with the drawings and the specifications.

3.7 Neither the UPSCIDCO LTD. nor the Engineer-in-charge will be responsible for the acts, omissions or performance of the Contractor, it being expressly understood that neither the presence nor the absence of the Engineer-in-charge on the job and or their supervision shall relieve the Contractor from responsibility for compliance with the Contract Documents nor from responsibility for removal and replacement of work not in accordance therewith.

3.8. The UPSCIDCO LTD. /Architect will check and monitor the schedule prepared by the contractor and coordinate the work of all the Contractors on the Project including their use of the site. The UPSCIDCO LTD. will keep the Contractor informed of the over all Project Construction Schedule to enable the Contractor to plan and perform the work properly.

3.9 UPSCIDCO LTD.'s decision in respect of the quality of work and interpretation of drawings and details will be final and binding. Whenever it is considered necessary or advisable, the UPSCIDCO LTD./ Architect will have authority to require special inspection or testing of the work whether or not such work is then fabricated, installed or completed.

3.10 UPSCIDCO LTD. shall be the interpreter of the requirements of the Contract Documents and will judge the performance there under of the Contractor.

3.11 Materials to be incorporated in the work shall conform to latest relevant IS marked goods where manufactured. No material/materials shall be brought by the Contractor to site unless samples are approved by UPSCIDCO LTD. Further UPSCIDCO LTD. reserves the right to select any brand out of approved contract brand for incorporation in work at site at no additional cost.

3.12 The Contractor shall submit four copies of all Shop Drawings, Product Data and samples to UPSCIDCO LTD. who will review and coordinate them with information contained in related documents and transmit his approval/comments.

3.13 The contractor shall record the measurement, with Engineer-in-charge 's representative and Architect. These measurements although are not relevant for payment purpose but has to be for reconciliation of cement/steel and all other materials issued/ supplied by UPSCIDCO LTD.. The Contractor shall submit four copies of all their bills, including final bills, to the UPSCIDCO LTD.. After checking, verification, of the Bill, the Engineer-in-charge shall verify the bill with remarks to UPSCIDCO

LTD. for payment. Payments shall be released in accordance with clause 17.6 hereinafter.

4. **CONTRACTOR'S ADMINISTRATION AND SUPERVISION**

4.1 **LAND AND LABOUR CAMPS:**

4.1.1 The Contractor shall examine the site and satisfy himself regarding the space available for workshops, cement godown, site office and storage of steel and other building materials. Space required by the Contractor for labour camps shall be arranged by him outside the campus at his own cost. The contractor shall take all approvals if required from local administration for erecting such temporary structures.

4.1.2 The Contractor shall prepare a plan showing location of temporary offices, stores, godowns, with adequate toilet facilities with proper lighting, ventilation and necessary drains, materials storage bins and yards, fabrication platforms, workshops, lab for testing of materials in consultation and with the approval of UPSCIDCO LTD., before erecting these facilities. The construction of such facilities shall be pucca and sturdy that at the Option of retaining part/ full portion of the facilities or structures at a later date for accommodating the sundry provisions should be viable as preferred by the Engineer-in-charge/Architect, UPSCIDCO LTD. Nothing extra shall be payable on account of preparation of plans and construction/maintenance and removal or leaving undisturbed part / full portion of facilities so erected on completion of the work

4.2 **PLANT AND EQUIPMENTS**

4.2.1 The Contractor, shall arrange at his own expense all tools plant and equipments required for the satisfactory execution of the work and in such number or quantity as to meet the time of completion specified in the Contract and to meet the approval of UPSCIDCO LTD.. The contractor shall regularly get the equipment calibrated as per manufacturers requirement.

The minimum requirement of tools and plant, but not limited to ,at site to be provided by the contractor as has been listed below :

type	a) Cement mixers full bag capacity ladle	2 Nos.	
	b) PAN Vibrators		5 Nos.
	i) Pan Mixer -		2 Nos.
	ii) Needle Vibrator -		5 Nos.
	c) Water pump set with GI pipe line laid for water distribution & dewatering		4 Nos.
	d) MS shuttering plates, supports, scaffolding, Steel props, planking etc.		2000 Sq.M.
	e) Stanford crane		1 No.
	f) Welding machine		2 Nos.
	g) Grinder		2 Nos.
	h) Drilling Machine		2 Nos.
requirement	i) DG Set (50 KVA) depending on site		1 No.
	j) Builder hoist 1.3T capacity		10 Nos.
	k) Gas cutting set		1 No.

l) All testing equipments as per specifications

1 No.

However, should it appear to the UPSCIDCO LTD. at any time that the equipment required at site is more both in terms of numbers and capacity than that listed above, a written instruction shall be given to the Contractor to provide the additional equipment, tools, plant and machinery. Nothing extra on this account shall be payable.

The contractor shall also provide the requisite trained personnel for handling the machinery efficiently including its maintenance.

4.3 **MATERIALS**

All materials specified in the different sections of the specifications must conform to any one of the brand names mentioned. UPSCIDCO LTD. reserves the right to select any particular brand name out of the brand name mentioned. Nothing extra on this account shall be payable. Samples of all materials to be used must be submitted and approval from needs to be obtained before procurement.

4.3.1 The contractor shall provide, at his own expenses, unless otherwise specifically communicated by UPSCIDCO LTD., all materials including cement and steel required for the successful completion of work as per the contract and it shall be new and in conformity with the specification laid down by the Contract and / or relevant BIS standard. In work like drain covers, jails etc. No rusted and / or cut pieces of reinforcing steel shall be used by contractor without UPSCIDCO LTD.'s prior approval. No rejected and / or II class material shall be used by the contractor in any work unless specified. In case the materials are arranged/supplied by UPSCIDCO LTD., then the Contractor should give sufficient notice & time for the Supply of such materials, considering the process of Order placement, availability & transportation time etc;. No consideration for delayed supply shall be entertained if the Contractor has not given sufficient time for procurement of such materials. All materials Supplied by UPSCIDCO LTD. shall be duly unloaded and stacked/ stored with due care and diligence. Any such Material if found defective or short of approved specifications and accepted norms/ IS standards shall be brought to the notice of UPSCIDCO LTD. for immediate replacement and corrective action. However, responsibility of security and safe guard of cement and steel and all such materials from any theft, damage etc. shall be of the contractor only.

4.3.2 If requested by the UPSCIDCO LTD./Engineer-in-charge/Architect the contractor shall furnish proof along with invoices, accounts, receipts and other vouchers for his satisfaction that the materials comply with specifications. In case of materials where brand names can not be adhered to, the contractor shall take advance permission from UPSCIDCO LTD. and the contractor shall furnish a test certificate of these materials at all such times and from all such samples as may be indicated by UPSCIDCO LTD.. No time extension or any other claims shall be admissible on this account.

4.3.3. Engineer-in-charge is entitled to have any tests carried out from laboratory of their choice for any materials supplied by the Contractor, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

4.3.4 The Engineer-in-charge / UPSCIDCO LTD./Architect shall have full powers to require removal of any or all materials brought to Site by the Contractor which are not in accordance with the Contract Specifications and do not conform in character or quality to samples approved by him. Samples of all approved materials shall be submitted by the contractor at their own cost to the Engineer-in-charge / UPSCIDCO LTD./ Architect for prior approval before any supply of the same to the site of work begins. Samples of all approved materials shall be sealed and signed jointly by the Engineer-in-charge , Architect and the Contractor and retained in UPSCIDCO LTD.'s project office at all times under lock and key on display boards to be provided by the Contractor. In the absence of any specification of any materials or workmanship the same shall have to be to the entire satisfaction of UPSCIDCO LTD./Engineer-in-charge & Architect. All tenders received will be assumed to be in strict accordance with the

specifications, drawings & other conditions of contract. All the materials rejected by the UPSCIDCO LTD./Engineer-in-charge Architect shall have to be removed/replaced by the contractor at his own risk and cost.

4.3.5 In case of default by the Contractor in removing rejected materials, the UPSCIDCO LTD./Engineer-in-charge shall be at liberty to have them removed by other means at the Contractor's risk and cost. The UPSCIDCO LTD./Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and debit the same from the Contractor's Bill, inclusive of miscellaneous expenses that may be incurred for the same.

4.3.6 In the event of the Contractor refusing to comply, UPSCIDCO LTD. may cause the same to be supplied by other means. All costs of removal and/or substitution of the rejected materials shall be deducted from the interim payments due to the contractor.

4.3.7 All materials required for the work, whether brought by the Contractor or supplied by UPSCIDCO LTD. shall be stored by the Contractor only at places and in a manner as per CPWD specification and as approved by UPSCIDCO LTD.. Proper storage and safe custody of the materials whether brought by the contractor or supplied by UPSCIDCO LTD. shall be the responsibility of the Contractor, at his own risk and cost. The responsibility of procurement of cement and steel is of contractor. Steel shall be procured only from primary manufacturers only namely, SAIL, RINL & TISCO. The contractors shall obtain quotations and negotiate for the lowest possible rates. The rates shall be verified by Engineer-in-charge and be forwarded to UPSCIDCO LTD. office for approval. Contractor shall forward the demand alongwith negotiated rates well in advance, giving adequate time to manufacturers for supply. It shall be ensured by the contractor that one month stock is always available at site for cement and steel, and non-supply of cement and steel is not made an excuse to meet the committed time schedule. UPSCIDCO LTD. office reserved the right to renegotiate with the L1 primary firm or any other firm to procure the materials at the most economical rates with best quality.

4.3.8 All materials brought to the Site shall become and remain the property of UPSCIDCO LTD. and shall not be removed from the site without UPSCIDCO LTD.'s prior written approval. However, if the work is finally completed and advance, if any, in respect of any such material is fully recovered, the same shall become the property of

the Contractor who shall forth with remove from the Site, at his own expense, all surplus materials originally supplied by him.

4.3.9 Subject to the provisions of the Contract, all charges on account of octroi, sales tax, VAT , Service tax, excise, royalties and other duties on materials obtained for the work from any source shall be borne by the contractor.

4.3.10 Where in any running bill the contractor has claimed payment and the Architect has included the value of any unfixed material intended for incorporation in works, then these materials shall become the property of UPSCIDCO LTD. and they shall not be removed except for use upon the works, without the written authority of UPSCIDCO LTD..

4.3.11 The contractor shall submit along with every RA bill, cement, steel & other materials issued/ supplied / consumed, reconciliation statement supported by complete details of total issue/Supply, total consumption and certified balance diameter / section wise in the case of steel and cement , other such materials so supplied and reasons for variation if any.

4.4. USE OF MATERIALS

4.4.1 USE OF CEMENT

During & after the completion of work, the theoretical quantity of cement to be used on works shall be calculated on the basis of CPWD cement consumption statement showing quantities of cement to be used in different items of work provided in the schedule of rates applicable to the agreement or at places where CPWD schedule of rates 2007 will not be applicable in the case of agreements, it shall be calculated on the basis of standard formula as laid down by the UPSCIDCO LTD.. Over this theoretical quantity of cement shall be allowed a variation upto 3% issued to the contractor and any excess consumption over theoretical quantity including authorised variations, shall be recovered at twice the market rate, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (following variations on minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate or purchase rate whichever is higher including storage charges and cartage to site. Moreover if defective workmanship is observed due to low consumption of cement then the same shall be redone by Contractor at no extra cost.

4.4.2 USE OF STEEL

The provisions of the foregoing sub clauses shall apply in the case of steel reinforcement or structural steel sections except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorised by the UPSCIDCO LTD. including authorised lapages, plus 2% wastage due to cutting into pieces. In the event it being discovered that the quantity of steel used is less than the quantity ascertained as herein before provided (following variations on the minus side as stipulated above) , the cost of the quantity of steel not so used shall be recovered from the contractor on the basis of double the purchase rate including storage charges and cartage to site. Moreover if defective workmanship is observed due to low consumption of steel then the same shall be redone by Contractor at no extra cost and penalty to the tune of (10) ten times of the cost of quantity of low consumption will be levied to the contractor.

4.5 WATER SUPPLY & POWER SUPPLY

WATER AND POWER FOR CONSTRUCTION:

4.5.1.a. Water for construction shall be arranged by the contractor. Further distribution of pipe net works shall be arranged by the contractor at his own cost and such distribution network arrangements shall have the prior approval of the Engineer-in-charge, so as not to interfere with the layout and progress of other jobs.

4.5.1.b. Construction power (Basic 3 phase electricity) shall be arranged by contractor enhancing the already available single phase supply. Further arrangements for strengthening the available Load , distribution to the different work areas, Security lighting, Power required for the various utilities / equipments used at Site will be made by

contractor, as per Indian Electricity Act and Rules, framed there under and passed by Engineer-in-charge. The temporary line will be removed forthwith after the completion of the work or if there is any hindrance caused to the other works due to the alignment of these lines; the contractor will reroute or remove the temporary lines at his cost.

4.5.1.c. The Deposits or amounts payable for the strengthening of the Existing Power Supply, the Monthly Consumption Bills as per the Meter readings for all the works, activities and usages within the Site shall be borne by the Contractor right from the time of acceptance of the Contract to the Virtual Completion of the Project. UPSCIDCO LTD. undertakes to provide the necessary documents and request letters to the competent authorities facilitating such requirements as may be necessary at the cost and risk of the Contractor.

4.5.2.1 The contractor shall also install and maintain at his own cost minimum one stand by Diesel Generator set of sufficient capacity to supply adequate electricity necessary for the construction work in case of power cut / break down.

4.5.2.3 Any delay in works due to non availability of water & power supply or non availability of the necessary Materials will be on the contractors' account

4.5.4 The contractor will also be responsible to provide water & electricity to other agencies engaged by UPSCIDCO LTD. at site at the place of work where it is required.

4.5.5 Electricity and water supply will be arrange by the contractor on his cost.

4.6 **TELEPHONE & FAX MACHINE**

The contractor shall provide, install and maintain at his own expenses telephone at the site for his own use.

4.7 **LABOUR**

The contractor shall obtain valid license under the contract (R&B) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before the commencement of the work as required and continue to have a valid license until the completion of the work as required. The Contractor shall also abide by the labour laws as applicable from time to time. No labour below the age of Eighteen years shall be employed on the work.

4.8 **STAFF**

4.8.1 The contractor shall furnish qualified, competent and adequate staff as necessary for the proper administration, coordination, supervision and superintendence of the work and for organizing the timely procurement of all materials and equipment needed for the work, and shall keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract documents and the CPM network thus submitted.

4.8.2 The Superintendent and key members of the contractor's staff working on this project shall not be changed without the consent of Engineer-in-charge (UPSCIDCO LTD.). All replacements shall be subject to Engineer-in-charge (UPSCIDCO LTD.) approval.

4.8.3 The contractor shall on the instruction of the UPSCIDCO LTD./ Engineer-in-charge immediately dismiss from the work any person employed thereon, who may in the opinion of the UPSCIDCO LTD./Engineer-in-charge be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the UPSCIDCO LTD./Engineer-in-charge . The contractor shall be solely responsible for the character, conduct and antecedent of his employed staff and further certificate of their verification by Civil Police.

4.9 SUPERVISION

4.9.1 The contractor shall efficiently supervise his work using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report the Engineer-in-charge any error or omission which he may discovered and shall subsequently proceed with the work in accordance with instructions by UPSCIDCO LTD. concerning such error or omission. Directions given to any Contractor's superintendent for the project shall be binding as given to the contractor.

4.9.2. SITE OFFICE

The contractor shall provide at his own cost simple water tight separate fully furnished office accommodation for Engineer-in-charge 's and Architect Office Staff as per instructions of the Engineer-in-charge. The Contractor shall also maintain at his own cost the office in good hygienic condition and provide facilities for having the office cleaned daily. The Contractor should also have arrangements at site to keep the photographic record of all hidden work including reinforcement, concealed drains, internal electricity, plan as per direction of Engineer-in-charge in digital form with location identified.

4.9.3 MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF

Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified engineer or not, he shall deploy the following staff in addition to the junior supervisory staff and foremen, who shall be present at site at all the times for each package:

- | | | |
|----|------------------------------------------------------------|-------|
| 1. | Project Manager (B. Tech. (Civil), 10 years experience.) | 1 No. |
| 2. | Project Engineer (Diploma (Civil), 5 years experience.) | 2 No. |
| 3. | Project Engineer (Diploma (Electrical), 7 year experience) | 1 No. |

The technical staff should be available at site constantly at all times throughout the Contract/ extended duration of Contract and three months beyond the date of virtual completions to supervise the work and take instructions from Engineer-in-charge and his representatives , when the respective works in progress. Electrical Engineer will be available at site, when electrical work start.

In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay UPSCIDCO LTD. a sum of Rs. 30,000/- per month for graduate engineer and Rs. 20,000/- for diploma engineer. In case the Contractor defaults for 3 months UPSCIDCO LTD. may appoint the engineers as required for the work on his behalf and recover the expenditure incurred on actual thereof from the interim bills of the contractor. The decision of UPSCIDCO LTD. in this respect shall be final and binding on the contractor.

4.9.4 The contractor will furnish to the Engineer-in-charge a list of qualified technical staff, indicating their names, qualifications and experience that will be employed at the site along with copies of certificates and experience.

4.9.5 During the defect liability period following minimum technical staff are to be available at site.

- a) One Diploma Civil Engineer with 5 years experience.
- b) One Diploma Electrical Engineer with 5 years experience.

Apart from above, the following staff shall also be provided exclusively for defect rectification.

- a) Mason - 2 Nos.
- b) Plumber - 2 Nos.
- c) Electrician - 2 Nos.
- d) Carpenter - 2 Nos.
- e) Painter - 2 Nos.
- f) Helper - As required.
- g) Aluminum fitter - 2 Nos.
- h) Any other, if required by UPSCIDCO LTD..

However, if UPSCIDCO LTD. feels that the staff is not sufficient, they may ask the Contractor to increase the same, without any extra cost to UPSCIDCO LTD.. Contractor shall also provide sufficient number of masons, plumbers, electricians, painters and labour to attend the complaints of the UPSCIDCO LTD. during the defect liability period.

4.11 **COMMENCEMENT AND COMPLETION OF WORK**

4.11.1 Unless otherwise provided in the Contract, the Contractor shall be allowed admittance to the site on issuing notice to him to start the work. The Contractor shall immediately mobilise his staff, equipment, plant, tools and labour to the site. The date of commencement shall be 10 days from date of agreement and Date of Start.

4.11.2 Time is the essence of the contract. The date of commencement of work will be 10 days from the date Letter of Intent and the Contractor shall thereupon and forthwith begin the work and proceed in accordance with the progress of the job and shall complete all work on or before the date of completion of 12 months from the date of commencement, subject to the provision of extension of time established by the Engineer-in-charge and dully approved by UPSCIDCO LTD..

i) The successful bidder, shall within 30 days of the LOI, prepare and submit a detailed working integrated net work programme/bar chart for the execution of work including detailed charts for individual activities along with the calculation for net work analysis, all activities and events list and details of man power and equipment required for fulfillment of programme from start of work to completion for the approval of the Engineer-in-charge. The programme chart shall also indicate the scheduling of samples, shops drawing and approvals.

ii) Ancillary works should be so started that all such work is completed before the specified overall contractual period of completion.

iii) Any failure on the part of the Contractor to adhere to the Approved/agreed starting and completion dates of the individual items mentioned in the chart shall

entail application of Compensation for Delay clause in whole or part at the discretion of the UPSCIDCO LTD. notwithstanding the over all period of completion stated in the Appendix to the condition's of contract.

iv) Contractor shall submit the progress report on the approved format on every first of the month.

4.11.3 **SCIENTIFIC AND MEASURING INSTRUMENTS FOR TESTING LAB**

Total station, Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor at his expense for the due performance of this contract; as instructed by the UPSCIDCO LTD.. The contractor shall at his own expenses arrange for construction of temporary shed and install all necessary equipment required for testing of various materials at site. For this purpose minimum requirements of testing lab at the site are given below:

(i) Cube testing machine 200 T capacity	-	1 No.
(ii) Concrete cube moulds 15cmx15cm	-	12 Nos.
(iii) Mortar cube moulds 7.07 cm x 7.07cm	-	6 Nos.
(iv) Measuring cylinder's 100ml, 250ml & 500ml & 1000ml	-	2 Sets
(v) Slump test Apparatus with tamping rods	-	3 Nos.
(vi) Set of standard sieve (40mm,20mm,10mm,4.75mm, 2.36mm,1.18mm,600 mrcs,300 mrcs. 150 mrcs)	-	1 No.
(vii) 10 Kg. double pass balance with required weights/ Electric weighing Apparatus 10Kg capacity with a least count of 0.02 Kg	-	1 No.
(viii) Hot plate or stove	-	1 No.
(ix) Hydraulic Pressure testing machine	-	1 No.
(x) Vicats Apparatus (for cement test)	-	1 Set

(Any other equipment felt necessary by UPSCIDCO LTD. for the Lab)

The laboratory should be manned and maintained efficiently at all times of operation. All equipments must be periodically calibrated through approved agency. Laboratory including technicians and equipment and all infrastructure should be catered for in the quoted rates and no extra payments will be made on this account. It should be ensured by the contractor that the equipments are regularly calibrated as per manufacturers instructions.

4.15 **FOSSILS, COINS**

4.15.1 Materials of any kind obtained from excavation on the site shall remain the property of UPSCIDCO LTD. and shall be disposed of by the Contractor as the Engineer-in-charge UPSCIDCO LTD. may direct. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of UPSCIDCO LTD..

4.15.2 The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal inform UPSCIDCO LTD. of

such discovery and carry out his directions as to the disposal of the same at UPSCIDCO LTD.'s expense.

4.16 **CONSTRUCTION PRACTICES AT SITE**

4.16.1 **STANDARD WORKMANSHIP**

i) To determine the acceptable standard of workmanship the Contractor shall execute a portion of the different items of work as sample for approval of UPSCIDCO LTD. before taking up the actual execution of the particular items of work. All the works executed thereafter should be accordance of these approved samples.

ii) The Contractor shall execute a sample building work of each category in any block as decided by the Engineer-in-charge in consultation with architect completing all items of works and services such as walls, floors, roof plastering, joinery including fittings, sanitary fitting, plumbing, electrical work, painting, entire kitchen and bathroom fitments, doors, windows, wood works etc, in all respects. The brands of various materials incorporated as well as the finishes will be as approved by UPSCIDCO LTD.

iii) Throughout the Construction period the Contractor shall protect the work and UPSCIDCO LTD.'s property, and the property of others, from damage, injury or loss arising from or in connection with operations under the Contract. He shall make good any such damage, injury or loss at his own cost.

iv) The Contractor shall at all times provide and maintain adequate protection against weather so as to preserve the work, materials, equipment, installations and fixtures free from damage.

v) The Contractor shall use his best efforts to prevent dust or smoke from interfering with the normal activities of others.

vi) The Contractor shall provide at the site, first-aid supplies for minor injuries. All accidents and major injuries shall be immediately brought to notice of the Engineer-in-charge .

4.17 **OTHER CONTRACTORS ENGAGED BY UPSCIDCO LTD.**

4.17.1 UPSCIDCO LTD. reserves the right to execute work not included in this Contract, which they may desire to have carried out by the contractors or persons. The Contractor shall allow all reasonable facilities and the use of his scaffolding and plant for the execution of such work at no extra cost.

4.17.2 The Contractor may be required to provide any special plant or materials for the execution of such works with UPSCIDCO LTD.'s understanding for the facility offered or mutual agreement with the other contractor/ person. Such work shall be carried out in a manner so as not to impede the progress of the work included in the Contract.

4.18 **INSPECTION AND APPROVAL**

4.18.1 All works requiring more than one process shall be subject to examination and approval at each process stage. The Contractor shall give due notice to the UPSCIDCO LTD./Engineer-in-charge when each process stage is ready for inspection. In default of such notice, the UPSCIDCO LTD./ Engineer-in-charge shall be entitled to appraise the quality and the extent thereof. In the event of any dispute the decision of UPSCIDCO LTD. thereof shall be final and binding.

4.18.2 No work shall be covered up or put out of view without the approval of UPSCIDCO LTD. and the Contractor shall afford due opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundation preparations before permanent work is placed thereon.

4.18.3 The contractor shall give due notice to Engineer-in-charge whenever such work is ready for examination and Engineer-in-charge along with Architect, without unreasonable delay, shall examine and/or measure such work or such foundations, unless he considers it unnecessary and advises the Contractor, to uncover such work at his own expense.

4.18.4 The UPSCIDCO LTD./Engineer-in-charge shall have powers at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required for such inspection and examination at his own cost.

4.19 **UNCOVERING AND MAKING GOOD**

4.19.1 The Contractor shall uncover any part of the work and/or make openings in or through the same as the UPSCIDCO LTD./Engineer-in-charge may from time to time direct for their verification and shall reinstate and make good such part to the satisfaction of the UPSCIDCO LTD./Engineer-in-charge, at his own cost .

5. CONTRACTORS LIABILITY AND INSURANCE

5.1 Throughout the construction period, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage and to minimize the same to the greatest extent possible.

FORECLOSURE OF CONTRACT IN FULL OR PART

6.1 If at any time after the award of work to the Contractor , UPSCIDCO LTD. decides to abandon the work completely or reduce the scope of the work for any reason whatsoever and hence not require the whole or part of the work to be carried out the UPSCIDCO LTD. shall give notice in writing to that effect to the Contractor. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever 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 foreclosure of the whole or part of the work.

6.2 The Contractor shall be paid at contract rates full amount for works actually executed at site and, in addition, a reasonable amount as certified by UPSCIDCO LTD. for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

6.2.1 For any expenditure incurred on preliminary site work such as temporary access roads, temporary labour huts, staff quarters, site office, stores, workshops casting yards, fabrication plat forms and water storage tanks.

6.2.2 For materials taken over or to be taken over by UPSCIDCO LTD, UPSCIDCO LTD. shall pay to the Contractor cost of such materials. The cost shall however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the contractor.

6.2.3 For Contractor's material not retained by UPSCIDCO LTD. reasonable cost of transporting such materials from the site to the contractors permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

6.3 If any materials supplied by UPSCIDCO LTD. remains surplus, the same except for normal wastage shall be returned by the Contractor to UPSCIDCO LTD. Any deterioration or damage which may have been caused while the materials were in the custody of the Contractor shall have to be borne by the Contractor. In addition, cost of transporting such materials from the site to UPSCIDCO LTD.'s store, if so required by UPSCIDCO LTD. will be borne by the Contractor. However, UPSCIDCO LTD.'s decision as to what materials can be accepted back shall be final and binding.

6.4 UPSCIDCO LTD. shall have the option to take over the Contractor's materials or any part thereof either brought to the site or which the Contractor is legally bound to take delivery from suppliers for incorporation on or incidental to the work, which the Contractor does not desire to retain.

6.5 If required by the Engineer-in-charge the Contractor shall furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary

to enable him to certify the reasonable amount payable to the Contractor under these circumstances.

7. **TERMINATION OF CONTRACT BY UPSCIDCO LTD.**

If the Contractor :-

- a) Makes default in commencing the works within 10 days of LOI and 20 days from the date of the handing over of site, which ever is earlier and continues in that state after a notice from the UPSCIDCO LTD.
- b) In the opinion of UPSCIDCO LTD. at any time, whether before or after the date or extended date for completion makes default in proceeding with the Works, with due diligence and continues in that state after a reasonable notice from UPSCIDCO LTD./Architect.
- c) Fails to comply with any of the terms and conditions of the Contract.
- d) Fails to complete the works, work order and items of works, with individual dates for completion, and clear the Site on or before the date of completion.

UPSCIDCO LTD. may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the UPSCIDCO LTD., cancel the Contract as a whole or only such work Order(s) or items of work in default from the Contract. Whenever UPSCIDCO LTD. exercises his authority to cancel the Contract as a whole or in part under this Condition he may complete the work by any means at Contractor risk and cost, provided always that in the event of cost of completion or after alternative arrangements have been finalised by UPSCIDCO LTD. to the works completed, estimated cost of completion being less than the contract cost, the advantage shall accrue to UPSCIDCO LTD.. If the cost of completion of after alternative arrangements have been finalised by UPSCIDCO LTD. to get the works completed estimated cost of completion exceeds the amount due to Contractor under this contract, the contractor shall pay the excess amount ordered by UPSCIDCO LTD.. UPSCIDCO LTD. shall also be at liberty to hold any retain in their hands materials, tackle, machinery, and stores of all kinds on site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the realisation of any loss which may arise from the cancellation of the contract as aforesaid.

In case UPSCIDCO LTD. completes or decides to complete the works or any part thereof under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost or estimated cost of materials purchased or required to be purchased and/or the labour provided or required to be provided by the UPSCIDCO LTD. as also the cost of the Contractor's materials used with an addition of such percentage to covers superintendence and establishment charges as may be decided by UPSCIDCO LTD., whose decision shall be final and binding.

8. CHANGES IN CONTRACTOR'S CONSTITUTION

8.1 Where the Contractor is a partnership firm, prior approval in writing from UPSV LTD. shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby under taken by the Contractor.

8.1.1 If prior approval as aforesaid is not obtained by the Contractor, the Contract shall be deemed to have been assigned in contravention of condition 7.1(5) hereof and the same action may be taken and the same consequences shall ensure as provided in the said condition 7.

9. CANCELLATION OF CONTRACT DUE TO DEATH

9.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, and if the Contractor is a partnership concern and a partner dies, then unless UPSCIDCO LTD. is satisfied that the legal representatives of the individual contractor or of a proprietary concern and in case of partnership concern, the surviving partners are capable of carrying out and completing the contract satisfactorily and in time, UPSCIDCO LTD. shall be entitled to cancel the uncompleted part of the Contract without UPSCIDCO LTD. being in any way liable for payment of any compensation to the estate of the deceased contractor and/or to the surviving partner(s) of the contractor's firm on account of cancellation of the contract.

9.2 The decision of UPSCIDCO LTD. that the legal representatives of the deceased Contractor or the surviving partner(s) of the Contractor's firm cannot carry out and complete the contract satisfactorily and in time shall be final and binding on the parties. In the event of such cancellation, UPSCIDCO LTD. shall not hold the estate of the deceased Contractor and/or surviving partner(s) of the Contractor's firm liable to damages for not completing the contract.

10. VARIATIONS/DEVIATION

Deviation in the contract would normally comprise of

(a) New items of work i.e. items completely new and in addition to the items in contract. These are commonly known as extra or additional items.

(b) Substituted item i.e. item which substitute the existing ones or are taken up in lieu of those already provided in the contract. These can be slight with modification or partially omitting items of work, in the contract.

(c) Deviation in quantities of items i.e. where there is increase or decrease in the quantities of items of work in the agreement . In order to exercise control over the project cost, no additional, which have additional financial cost, shall be executed unless written order with financial approval is issued by UPSCIDCO LTD.. If the additional work is executed by contractor without written order, than additional cost will be at the cost of contractor.

DEVIATION TO BE AVOIDED.

No deviation is permitted except under specific written authority of Engineer-in-charge, UPSCIDCO LTD. in case there is no substitute/option available. Changes in the specification from those indicated in the contract documents shall be made with the specific orders of Engineer-in-charge, UPSCIDCO LTD.. Tenderer is advised not to execute any deviation without prior approval of the Engineer-in-charge.

10.1 UPSCIDCO LTD. shall have power:

a) To make alterations in, omissions from additions to or substitution for, the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work.

b) To omit a part of the work in case of non-availability of a portion of the Site or for any other reason whatsoever.

10.2 The Contractor shall be bound to carry out and complete the work in accordance with any instructions given to him in writing by the UPSCIDCO LTD. and such alterations, omissions, additions and substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original work. However, no work which radically changes the original nature of the contract shall be ordered by the UPSCIDCO LTD. as a deviation. Deviation/Variation if any will be applicable only if authorized/approved by UPSCIDCO LTD. in writing.

11. EXTRA ITEMS, VARIATIONS, THEIR VALUATION AND CLAIMS

11.1 If any item is ordered on the Contractor by UPSCIDCO LTD. which is neither in the tender drawings, specifications or BOQ, it shall be treated as extra item. The Contractor shall carry out and complete the said work on prior written approval from

the UPSCIDCO LTD. in every respect to the satisfaction of UPSCIDCO LTD.. The rates of extra items shall be derived on the following basis of precedence:

- (i) Rates available in same UPPWD schedule of rates as specified in contract BOQ rates, \pm % above / below as mentioned in price bid.
- (ii) Rates analysed on the basis of UPPWD schedule for the relevant time period.
- (iii) As per the market rates evaluated by UPSCIDCO LTD.

11.2 VARIATIONS

a) No alteration, omission or variation shall vitiate this contract but in case the UPSCIDCO LTD. thinks proper at any time during the progress of the works to make alterations in or omission from the works or any alteration in the kind or quality of the materials to be used therein, of UPSCIDCO LTD., shall give notice thereof in writing well in advance to the Contractor, and the Contractor shall alter, add to or omit from, as the case may require, in accordance with such notice. The value of such extra alterations, additions or omissions shall in all cases be determined by UPSCIDCO LTD. in accordance with the provisions of clauses hereof and the same shall be added to or deducted after written approval from UPSCIDCO LTD..

b) No extra items shall be executed at site without prior written order from the UPSCIDCO LTD.. In case written order is not obtained, no claim from the Contractor shall be entertained for such items of work.

11.3 The rate for such additional altered or substituted work under this clause shall be worked out in accordance with as described above in clause 11.1.

If the rate for altered, additional or substitute items of work are specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. However, where two or more schedule of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part, in which the deviation is involved, failing that at the lowest applicable rate for the same items of work is other schedule of quantities. If the rate or items of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specification therein. Where two or more schedule or quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particulars part of works, in which the deviation is involved, failing that from the lowest of the nearest similar items in other schedule of quantities.

11.4 If any work, the rate for which can not be obtained by any of the methods referred, to above has been ordered on the Contractor, the rate shall be decided by UPSCIDCO LTD. on recommendations of Engineer-in-charge on the basis of the actual cost to the Contractor at site of works (for this contractor shall produce sufficient proof) plus 15% to cover all overheads and profits of contract.

11.5 If the Contractor considers any assigned work to be outside the scope of the contract, he shall immediately bring it to the attention of the UPSCIDCO LTD./Engineer-in-charge with financial implications thereof. He shall proceed with the work only after obtaining necessary change order approval from UPSCIDCO LTD.. Any claim for any compensation for any cause whatsoever, for which there is no provision in the contract, shall be made in writing to the UPSCIDCO LTD./Engineer-in-charge within two weeks of the occurrence of the event due to which compensation is claimed. Any claim not made within the above period shall not be entertained.

11.6 In order to avoid delay in the sanction of the rates for extra and substituted items , the contractor must submit the following information and details along with the cases , seeking sanction:-

- (a) Vouchers and proper quotation in support of market rates.
- (b) Analysis of rates should be self explanatory and supported by proper drawings.
- (c) While forwarding the requirement of extra /substituted item /items necessary justification for necessity of such extra /substituted items needs to be forwarded with specific recommendations by the Architect and Engineer-in-charge .
- (d) If any variation / difference in the rate quoted by the contractor and that recommended by Architect and Engineer-in-charge, the same to be intimated to the contractor before forwarding the requirement to UPSCIDCO LTD. office.
- (e) For the purpose of payment of the extra/substituted items copy of the necessary prior written approval/sanctions is to be enclosed alongwith the bills.

The following certificates must be recorded on each RA Bill by Architect & Engineer-in-charge.

“ Certified that no extra / substituted items have been executed by the contractor, or for substituted/extra items prior written approval has been obtained from UPSCIDCO LTD. office”.

“Certified that the financial effect for the approved extra/substituted items have been considered/catered for in the final costing”.

12. CERTIFICATE OF VIRTUAL COMPLETION

12.1 Contractor shall furnish handing over schedule of all Building work & facilities at least 4 months before planned handing over. Common facilities shall be handed over first and there after handing over of Building work will commence. When the work is completed as required by this contract including obtaining water/sewerage/ storm water drainage connection from authorities as verified and **when 90%** of the total Building work have been handed over to the UPSCIDCO LTD.. The contractor shall give notice of such completion of the work to the Engineer-in-charge along with the completion drawings of all External Development Works carried out. The handing over of

Building work shall commence only on completion of all work as per contract documents including external development and after obtaining water/sewerage/storm water / drainage connection from authorities.

Within 10 days of receipt of such notice, the Architect shall inspect the work and Engineer-in-charge on recommendation from the Architect and after obtaining approval from UPSCIDCO LTD. shall furnish the Contractor with a certificate of virtual completion indicating:

- a) Date of virtual completion.
- b) defects that remain to be rectified by the contractor.
- c) items for which payment shall be made at reduced rates.
- d) balance of work, if any, to be done by the contractor.

No virtual completion certificate shall be issued until Contractor has obtained permanent water/ sewerage/ drainage connection from the concerned Authority for the UPSCIDCO LTD. Campus.

12.2 No certificate of virtual completion shall be issued, nor shall the work be considered to be completed till the contractor has removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials(except such as required for rectification of defect) rubbish and all huts and sanitary arrangements required for his workers on site in connection with the execution of the work.

12.2.1 The Contractor shall have cleaned the complete site and drains, and handed them over to UPSCIDCO LTD. or his representative and made the whole water supply, sewerage etc., system functional for immediate use to the satisfaction of the UPSCIDCO LTD./ Engineer-in-charge in accordance with clause 12.1.

12.2.2 No virtual completion certificate shall be issued unless Contractor submit the drawings for External Development Works as executed at site in required number of copies duly certified by the Architect.

12.3.a The works shall not be considered as virtually completed unless Engineer-in-charge has certified in writing that they have been accepted by UPSCIDCO LTD.. The Defect Liability Period as mentioned in clause 14 shall commence from the date of issuing of virtual completion certificate, by Engineer-in-charge .

The Physical handing over of works may take up to 3 months or more after actual completion of the work to the UPSCIDCO LTD.. The Contractor is, therefore, required to continue the watch and ward of the completed Building work and common areas up to six months after the virtual completion. The Contractor shall be responsible for running of pumps/common areas lighting etc. up to six months after the date of issue of virtual completion beyond the certified completion. The safety of works against any breakage, pilferage or damages will thus be the responsibility of the Contractor till handing over after the certified completion at his own risk and cost.

12.3.b A final completion certificate shall be issued by UPSCIDCO LTD. only after satisfactory completion of the Defect Liability Period in consultation with architect.

12.4 The contractor shall be responsible for handing over all the common areas and common facilities to society of residents.

12.5 Completion of project would mean completion of all works as specified in the contract document including i.e. building work, common facilities including landscaping and arboriculture and site clearance including removal of construction

material equipment temporary structure, duly certified by architect and Engineer-in-charge. The handing over times will be beyond the completion time.

14. DEFECT LIABILITY PERIOD

14.1 The Defect Liability Period shall commence from the date of virtual completion as mentioned in the Certificate of Virtual Completion issued by UPSCIDCO LTD.. The duration of the Defect Liability Period shall be one years after the date of issue of virtual completion certificate by UPSCIDCO LTD. to the Contractor. i.e. (one year after all the works as per the scope of work including completion of all buildings works, external development works, civic amenities etc. are complete.

14.2 The Contractor shall be solely responsible to make good and remedy at his own expenses any defect, shrinkage, settlements, or other faults which may appear within the Defect Liability Period arising in the opinion of the UPSCIDCO LTD. who shall be the final authority.

14.2.2 In case of default, UPSCIDCO LTD. may employ and pay other persons to amend and make good such defects. Shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and shall be recoverable from him by UPSCIDCO LTD. or may be deducted by UPSCIDCO LTD. from any payment due or that may become due to the Contractor.

16.1 MODE OF MEASUREMENT

16.2 The contractor shall record the measurements of all items as per relevant UPPWD means and get it verified from Engineer-in-charge for the purpose of reconciliation of cement/steel for every month.

16.2.2 The Contractor's representative may take joint measurements along with the UPSCIDCO LTD.'s representative/Engineer.

16.2.3 All authorized extra work, omissions and all variations made if subsequently sanctioned by UPSCIDCO LTD. in writing shall be included in such measurement.

16.3.a MOBILISATION ADVANCE

At the request of the contractor, Mobilization advance to a maximum of 10% of the contract value to be given to the contractor in one/two installments against submission of one or more Bank Guarantees for equal amount.

In case it is noticed by UPSCIDCO LTD. that the advance against the previous installment has not been utilized by the Contractor for the purpose for which it was asked for, then UPSCIDCO LTD. reserves the right to with-hold the payment of subsequent installment of advance apart from encashing the Bank Guarantee submitted against the previous advance. The decision of UPSCIDCO LTD. shall be final and binding in this regard.

16.3 b. RECOVERY OF MOBILISATION ADVANCE

- i) Recovery of mobilisation advance @ 15% of the every Gross RA bill will start from first R.A. bill
- ii) If the circumstances are considered reasonable, on the request of contractor, by the UPSCIDCO LTD., the period of mobilization recovery can be extended.
 - (a) BGB be kept valid till the amount is recovered. In any circumstances, Mobilizations Advance shall not be outstanding beyond 75% of the value of the work executed.

16.4 PERFORMANCE GUARANTEE AND SECURITY DEPOSIT

16.4.1 PERFORMANCE GUARANTEE

The Contractor shall furnish Performance Bank Guarantee of a sum equal to 5 % of the estimated value as a Performance Guarantee till the completion of the project, within 15 days of issue of LOI.

16.4.2 SECURITY DEPOSIT

The Contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the estimated value of the work as a security. The Security will be collected by deductions from the running bills of the contractor at the rates mentioned above or the earnest money deposited at the time of tender, will be treated as a part of the Security Deposit. The Security deposit will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India.

All compensations or the other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit and EMD if the amount so permits or any other payment which may be due to or may become due to the Contractor by UPSCIDCO LTD. on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deductions, the Contractor shall within 10 days make good in cash to UPSCIDCO LTD., any sum or sums which may fall short.

50% of the Security Deposit so deducted shall be returned to the contractor on virtual completion of the project as certified by the Architects/Engineer-in-charge. The remaining 50% of Security Deposit shall be returned after defect liability period of one year, on submitting no dues certificate from sales tax office / Service tax office. No interest is payable on Security Deposit.

16.5 SECURED ADVANCE

16.5.1 Secured Advance payment shall be made to the Contractor against any nonperishable materials (steel, cement, sand, aggregate and bricks only) which have been brought by the contractor to the Site for incorporation in the work and which, in the opinion of UPSCIDCO LTD..

- a) Are reasonable required in accordance with the contract.
- b) Are properly stored and safe guarded against any loss provided the contractor provides an insurance cover for the full cost of the materials, if so required by the UPSCIDCO LTD..
- c) Advance shall only be paid for materials to be incorporated within 90 days from the date of advance paid.

16.5.2 The advance payment shall be 90% of the cost of such materials and shall be adjusted as and when the materials are utilized in the work. The copies of all cash memo/bills against each purchase claiming secured advance are to be attached with bill. The rate will be decided by Engineer-in-charge in consultation with the Architect. The payment of secured advance shall be 90% of the cost of the material excluding the taxes, transportation and handling charges, of non perishable material for which the contractor shall give all vouchers and same shall be adjusted as and when the materials are utilized in the work. The decision of the UPSCIDCO LTD. shall be final in deciding the eligible non-perishable materials for which secured advance shall be payable.

In case where basic rate of material is not available then secured advance shall be payable on the basis of rate derived from the contract of market rates of final bill whichever is lower.

16.6 PAYMENT OF INTERIM BILLS TO BE REGARDED AS ADVANCE

16.6.1 The Contractor shall on submitting the bills be entitled to receive a monthly payment for the part executed to the satisfaction of the UPSCIDCO LTD./Architect whose certificate of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance for the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine, or affect in any way the powers of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. To avoid delay in payments, the contractor is requested to open Bank A/c in the same Bank, where UPSCIDCO LTD. is operating an A/c.

16.6.2 **PERIOD OF HONOURING INTERIM AND FINAL PAYMENT**

There should be at least 30 days difference between the consequent bills. The payment shall be released as follows:-

(a) 75% of the bill amount shall be paid generally within 10 working days from the date of receipt of bill in the office of Engineer-in-charge along with relevant documents & certificate as given

“Certified that there is no extra item/substitute item which have been executed without written financial approval of UPSCIDCO LTD, Authority for approving extra item have been quoted”, and to be signed by contractor.

(b) Balance amount shall be paid within 30 days of production of bill at UPSCIDCO LTD. along with certificate as per passed as one duly comments by architect & Engineer-in-charge.

The minimum value of bill shall be Rs 50.00 lacs excluding secured advance.

16.7 **FINAL BILL**

The final bill shall be submitted by the Contractor in duplicate within three months after obtaining the final completion as per clause 12.5.

It shall be accompanied by all abstracts, vouchers, M.B. etc. supporting it and shall be prepared in the manner prescribed by UPSCIDCO LTD..

The Contractor shall forward the following confirmation duly supported by documents or certified by the Auditor that:

(a) The Provident Fund, workers welfare fund, ESI of the staff employed by the contractor at UPSCIDCO LTD. site was deducted during the contract period and same has been deposited with the Authority.

(b) The Sales Tax, VAT / Service tax assessment has been completed up to last financial year and no sales tax is due to be paid to the Authority, pertaining to UPSCIDCO LTD. project.

(c) In case of the year for which sales tax assessment is not completed the copy of the statement of Sales Tax , VAT / Service tax submitted to STO by the contractor, copy of the same shall be forwarded to UPSCIDCO LTD..

(d) An undertaking shall be given by the contractor duly notorised that in case any shortfall in sales tax amount demanded from UPSCIDCO LTD. by the Authority pertaining to UPSCIDCO LTD. project, same shall be paid by the Contractor.

(e) No claim certificate

No charges shall be allowed to the Contractor on account of the preparation of the final bill.

No further claims shall be made by the Contractor after submission of a final bill, and other claims if at all, shall be deemed to have been waived and extinguished with his free consent.

The Engineer-in-charge shall check and forward the bills along with all the measurement books and cement & steel reconciliation statements and reconciliation for any other aspect in original to UPSCIDCO LTD. The Contractor shall submit along with the final bill, the statement showing the following details:

- (i) Date of payment received against each RA Bill.
- (ii) Total deduction made from the bill, bill wise.
- (iii) As built drawings etc.

The Contractor shall be entitled to be paid the full measured value of the work subject to deduction as mentioned below, less the value of payment made on account of any charges properly preferred under the conditions of contract, for stores supplied by UPSCIDCO LTD. subject to the certifications of the final bill by the Engineer-in-charge .

Payment of these items of the final bill shall be made generally within 90 days of receipt of bill from the Engineer-in-charge provided all required documents are submitted by the contractor.

The performance guarantee may be returned by UPSCIDCO LTD. to the Contractor after the payment of final bill and the performance guarantee deposit or any amount remaining the expiration of the defect liability period if there is nothing against the contractor and provided that the works shall have been finally completed and all defects made good accordingly to the true intent and meaning and also provided that there was no case of fraud, dishonesty or fraudulent concealment relating to works or materials or any matter dealt within the certificate and in case of any defects and insufficiencies in the work or materials which a reasonable examination would not have disclosed and provided always that the contractor shall have been paid the final bill and has rendered a "NO DEMAND CERTIFICATE".

All payments due under this contract shall be made by means of a crossed cheque/bank draft "A/c Payee" through bank to the Contractor

16.8 **INCOME TAX, GST DEDUCTIONS**

Appropriate deduction as per relevant rules applicable at the time shall be made from the bills submitted by the Contractor .

16.8.1 **Income Tax & WCT deductions**

Income tax and other applicable tax deductions at prevailing rate from time to time, shall be made by UPSCIDCO LTD., from the RA Bill.

16.8.3 **Disclosure of Tax.**

All Tendered rates are exclusive of GST as applicable and payable under respective Acts/rules. However, if further any tax cess/levy will be imposed by the State/Central government after the last stipulated date for the receipt of commercial Bid, same shall borne by the contractor.

- (a) Rate at which GST calculate/provided in the actual value.

17. **ARBITRATION AND LAWS**

17.1 **WORK TO BE UNDER DIRECTION OF UPSCIDCO LTD., TO BE FINALLY DETERMINED BY THE UPSCIDCO LTD..**

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respect of the UPSCIDCO LTD. who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time certify

17.2 **ARBITRATION**

All disputes or differences arising between the parties hereto arising out of the subject matter of this agreement or the respective rights and duties of the parties under this agreement except those the decision whereof is specifically provided for in the agreement to be final, shall be referred to on the sole arbitration. The Managing Director of UPSCIDCO LTD. shall be the sole arbitrator, whose decision thereon shall be final and binding on both the parties provided that if the differences and disputes are claimed by the contractor to have arisen, reference shall only be made if the Contractor has given notice in writing, of the said disputes or differences, within 28 days of cause of action for the same arising to the Zonal Chief Engineer The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and shall determine all matters in dispute, which shall be submitted to him.

It is expressly agreed to by and between the parties that the arbitration proceedings shall be held in Lucknow.

SPECIAL CONDITION OF CONTRACT - PLUMBING WORKS

1. **SCOPE OF WORK**

The general character and the scope of work to be carried out under this contract is illustrated in Drawings, and Schedule of Quantities. The Contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents and with the directions of and to the satisfaction of the Engineer-in-charge. The contractor shall furnish all labour, Materials and equipment as listed under Schedule of Quantities and specified otherwise, transportation and incidental necessary for supply, installation, testing and commissioning of the complete system as described in the schedule of quantities and as shown on the drawings. This also includes any

materials, equipment, appliances and incidental work not Specifically mentioned herein or noted on the Drawing/Documents as being furnished or installed, But which are necessary and customary to be performed under this contract. The scope of work shall comprise of following (but not limited to) :

- a. Sanitary fixtures & C.P. fittings.
- b. Internal & external water supply piping with all fittings, pressure reducing valves, valve chambers, puddle flanges, protection of burried pipes & fittings, painting of exposed pipes & fittings.
- c. Soil, waste, vent & anti syphonage pipes with all fittings.
- d. Sewer & storm water pipes with all fittings, manholes, storm water drains/catch basins, rain water harvesting system.
- e. Dash fasteners for support of services or embedding of metal insert plates in ceiling/wall including support hangers, as required.
- f. Water supply pumps & drainage sump pumps with all automatic controls and instruments.
- g. Wiring and earthing from MCC panels to various pumps and equipments, control wiring and Interlocking.
- h. Balancing, testing and commissioning of the entire plumbing system installation.
- i. Test reports, list of recommended spares, as installed drawings, operation and maintenance manual for the entire plumbing system installation.
- j. Complete P & I diagrams for all the systems installed to be submitted as part of completion documents.

2. ASSOCIATED CIVIL WORKS

Following civil works associated with plumbing installation are also included in the scope of this contract. These shall be executed in accordance with and under direct supervision of the main contractor.

- i. Provision of hoisting arrangement in plant room for loading & unloading of equipment.
- ii. RCC foundation for water supply pumps & equipments with angle iron framework to protect the edges from accidental damage.
- iii. PCC foundation blocks with angle iron framework for all motor control centres.
- iv. PCC foundation for strainers.
- v. Civil works for underground & overhead water tanks.
- vi. Civil works for drainage sumps.
- vii. Water proofing of toilet floors.

3. ASSOCIATED SERVICES WORKS

A. All associated **ELECTRICAL WORKS** listed below are also included in the scope of this contract. These shall be installed by the main contractor.

- i. Providing main power supply and earthing at main incoming circuit breakers in the Plumbing control panels.

4. PROJECT EXECUTION AND MANAGEMENT

The Contractor shall ensure that Senior Planning and Erection personnel from his organisation are assigned exclusively for this project. They shall have minimum 5 years experience in this type of project. The Contractor shall appoint one Project Manager holding Senior Management position in the organisation. He shall be assisted on full time basis by a minimum of one engineer & two senior supervisors. The entire staff shall be posted at site on full time basis.

For quality control & monitoring of workmanship, contractor shall assign at least one full-time engineer who would be exclusively responsible for ensuring strict quality control and ensuring top class workmanship for the Plumbing installation.

The Contractor shall arrange to have mechanised & modern facilities of transporting material to place of installation for speedy execution of work.

5. BYE-LAWS AND REGULATIONS

The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned in so far as these become applicable to the installation. But if these Specifications and Drawings call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these specifications and drawings shall take precedence over the said regulations and standards. However, if the drawings and specifications require something which violates the Bye-laws and Regulations, then the Bye-laws and regulations shall govern the requirement of this installation.

6. DRAWINGS

The Plumbing Drawings which may be issued with tenders, are diagrammatic only and indicate arrangement of various systems and the extent of work covered in the contract. These Drawings indicate the points of supply and of termination of services and broadly suggest the routes to be followed. Under no circumstances shall dimensions be scaled from these Drawings. The architectural drawings and details shall be examined for exact location of Sanitary fixtures & fitting

Maximum headroom and space conditions shall be maintained at all points. Where headroom appears inadequate, the contractor shall notify the Engineer-in-charge or his representative before proceeding with the installation. In case installation is carried out without notifying, the work shall be rejected and contractor shall rectify the same at his own cost.

The contractor shall examine all architectural, structural, air conditioning, electrical and other services drawings and check the existing structures before starting the work, report to the Engineer-in-charge for discrepancies and obtain clarification. Any changes found essential to coordinate installation of his work with other services and trades, shall be made with prior approval of the Engineer-in-charge without additional cost to the UPSCIDCO LTD.

7. AS BUILT DRAWINGS

A. All the drawings shall be prepared on computer through AutoCAD System. Within one week after the completion of the works, the contractor shall furnish as built drawings to the Architect through Engineer-in-charge , After approval from the Architect two sets of detailed drawings of all equipment and materials including layouts for Plant room. Detailed piping drawings showing exact location of supports, flanges, bends, tee connections, reducers, distribution grids, collars, detailed piping drawings showing exact location and type of supports, valves, fittings etc; pipe insulation etc; electrical panels inside/outside views, power and control wiring schematics, cable trays, supports and terminations etc. shall be submitted to UPSCIDCO LTD.. These drawings shall contain all information as required by the Architect. These Drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipment, also the details of all related items of work by other contractors. Each drawing shall contain tabulation of all measurable items of equipment/materials/works and progressive cumulative totals from other related drawings to arrive at a variation-in-quantity statement at the completion of all drawings.

Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the manufacturers.

B. Manufacturer's drawings, catalogues, pamphlets and other documents submitted shall be in four sets. Each item in each set shall be properly labelled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

8. QUIET OPERATION AND VIBRATION ISOLATION

All equipment shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the UPSCIDCO LTD.. In case of rotating machinery sound or vibration noticeable outside the room in which it is installed, or annoyingly noticeable inside its own room, shall be considered objectionable. Such conditions shall be corrected by the Contractor at his own expense.

9. ACCESSIBILITY

The Contractor shall verify the sufficiency of the size of the shaft openings, clearances in cavity walls and suspended ceilings for proper installation of his piping.

His failure to communicate insufficiency of any of the above, shall constitute his acceptance of sufficiency of the same. The Contractor shall locate all equipment which must be serviced, operated or maintained in fully accessible positions. The exact location and size of all access panels required for pipes, valves or other devices requiring attendance, shall be finalized and communicated in sufficient time, to be provided in the normal course of work. Failing this, the Contractor shall make all the necessary repairs and changes at his own expenses.

10. MATERIALS AND EQUIPMENT

All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. Makes shall be strictly in conformity with list of approved manufacturers.

11. MANUFACTURERS INSTRUCTIONS

Where manufacturers have furnished specific instructions, relating to the materials and equipment used in this project, covering points not specifically mentioned in these documents, such instructions shall be followed in all cases.

12. ELECTRICAL INSTALLATION

The electrical work related to Plumbing services, shall be carried out in full knowledge of, and with the complete coordination of the contractor. The electrical installation shall be in total conformity with the control wiring drawings prepared by the contractor and approved by the Engineer-in-charge in consultation with Architect. All plumbing equipments shall be connected and tested in the presence of an authorized representative of the Engineer-in-charge

The Plumbing system shall be commissioned only after the contractor has certified in writing that the electrical installation work for Plumbing services has been thoroughly checked, tested and found to be totally satisfactory and in full conformity with the contract drawings, specifications and manufacturers instructions. It is to be clearly understood that the final responsibility for the sufficiency, adequacy and conformity to the contract requirements, of the electrical installation work for Plumbing services, lies solely with the contractor.

13. COMPLETION CERTIFICATE

On completion of the Electrical installation for Plumbing works a certificate shall be furnished by the contractor, counter signed by the licensed supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local authority.

14. BALANCING, TESTING AND COMMISSIONING

Balancing of water supply system and all tests as called for the specifications shall be carried out by the contractor through a specialist group, in accordance with the specifications and local standard Guide lines and Standards.

Four copies of the certified manufacturers performance curves for each piece of equipment, high lighting operational parameters for the project, shall be submitted along with the test certificates. Contractor shall also provide four copies of record of all safety and automatic control settings for the entire installation.

The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer-in-charge . All tests shall be carried out in the presence of the representatives of the Engineer-in-charge .

15. OPERATING INSTRUCTION & MAINTENANCE MANUAL

The contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule (periodic as well as Capital repair) and log sheets for all systems and equipment included in this contract. The description shall include set values of all the control equipments / parts, assembly - disassembly procedures and exploded views of all equipments. This shall be supplementary to manufacturer's operating and maintenance manuals. Upon approval of the draft, the contractor shall submit four (4) complete bound sets of operating instructions and maintenance manuals; one for retention by UPSCIDCO LTD. and three for Engineer-in-charge and his representative. These manuals shall also include Basis of Design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares.

16. ON SITE TRAINING

Upon completion of all work and all tests, the Contractor shall furnish necessary operators, labor and helpers for operating the entire installation for a period of thirty (30) working days of twenty four (24) hours each, to enable the Engineer-in-charge's staff to get acquainted with the operation of the system. During this period, the contractor shall train the Engineer-in-charge's representatives in the operation, adjustments and maintenance of all equipment installed.

17. MAINTENANCE DURING DEFECTS LIABILITY PERIOD

As per Main Contract and additionally shall include

A. Complaints

The Contractor shall receive calls for any and all problems experienced in the operation of the system under this contract, attend to these within 24 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.

B. Repairs

All equipment that require repairing shall be immediately serviced and repaired. Since the period of Mechanical Maintenance runs for one year concurrently with the defects liability period, all replacement parts and labour shall be supplied promptly free-of-charge to the UPSCIDCO LTD..

18. UPTIME GUARANTEE

The contractor shall guarantee for the installed system an uptime of 98%. In case of shortfall in any month during the defects liability period, the Defects Liability period shall get extended by a month for every month having shortfall.

The Contractor shall provide log in the form of diskettes and bound printed comprehensive log book containing tables for daily record of all temperatures, pressures, humidity, power consumption. starting and stopping times for various equipment, daily services rendered for the system alarms, maintenance and record of unusual observations etc. Contractor shall also submit preventive maintenance schedule.

19. PARTIAL ORDERING

UPSCIDCO LTD. reserve the right to order equipment and material from any and all alternates, and /or to order equipment and materials or parts thereof from one or more tenders.

1. SPECIAL CONDITIONS OF CONTRACT- ELECTRICAL WORKS

A : Shop Drawings:

The contractor shall submit complete four sets of shop/ fabrication drawings of all / SDBs / DBs., Prime cost sum items along with foundation details for approval to UPSCIDCO LTD. with in a period of 2 months from the date of award of work without any extra charges. The contractor shall also submit shop drawings of conduit layout of all floors areas indicating all required information (four sets) conduits, circuit wiring, distribution charts, heights of mounting of equipment, makes of equipment proposed.(Details shown on drawings are only for information)

B : As Built drawings:

The contractor shall submit one complete set of original on tracing paper and further four copies completion drawings duly stamped to the Engineer-in-charge with in one month from the date virtual completion of the work without any extra charges. These completion drawings should include the following information.

- Runs of conduits, diameter of conduits, and size of wire for point wiring, mains, sub mains, and cables.
- Location of all Distribution Boards, mains, switches, junction boxes, outlet boxes and point switches.
- Earthing layout indicating the type of earth station and size of earth conductor.
- Cables routes clearly indicating the size and no of cables
- Complete Schematic Diagram.
- The Location of all other equipment supplied and erected by the contractor.
- Wiring Diagram of HT, LT and AMF panel,
- Location of telephone, Network, UPS, conditioned power outlets , tag boxes, switch racks route of telephone conduits etc.
- Cable route and location of fire alarm equipment with all equipment
- Any other information The Project manager / Architect may deem fit.

No completion certificate shall be issued until the completion drawings in the above form are submitted The drawings will be prepared and submitted by the contractor with out extra charges. An amount ofRs 75,000/ shall be deducted for non submission of completion drawings from any sum due to the contractor.

ADDITIONAL NOTES & PREAMBLE TO SPECIFICATIONS

Concrete & Reinforced Cement Concrete Works

The rates / prices quoted for all concrete and reinforced cement concrete works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. Work at all heights, depths, location and levels.
2. Making all drip course, grooves , molds, curved surfaces, chamfered edges, etc.
3. Forming all expansion joints as directed or shown in drawings and specifications
4. All projections, tothing and finishing to shape as directed
5. Embedding all electrical pipes, boxes, fan hooks, and inserts of any description.
6. Working up or hacking of concrete surface for providing leegs for further masonry / concreting works including thick cement slurry or mortar as directed.
7. Centering shuttering and form work at all heights levels, locations and removal of the same after completion, strutting, boxing, propping, etc. Shuttering to be made water tight. Shuttering shall be of plywood or steel plate as per specification.
8. Use of shuttering oil as specified.
9. Use of cement slurry over shuttering before commencing concreting.
10. Sinking of floors where required.
11. Providing authorized laps, chairs, spacers, etc. where required.
12. Forming cutouts, openings and reconcreting as necessary and directed.
13. Work in narrow widths, small quantities and curved alignments.
14. Providing and testing procedures and tests as specified at site and or from approved laboratories.
15. Maintaining of all pour cards and obtaining approval on the same before commencing concreting.
16. Removing rust , mill scales, oil, grease, paint, etc. from reinforcement bars.
17. Wastage due to cutting of reinforcement bars to required lengths.
18. Providing cover to steel with cement concrete briquettes, spacers, etc.
19. Providing water bars as directed in construction joints as specified or as required and directed.
20. Testing of over head water tanks / underground water tanks as specified and directed.
21. Batching ,machine mixing, consolidating mechanical vibrators, roding, tamping, hoisting to all lifts and leads and curing as per specifications.
22. Keeping the work well wetted for curing as required.
23. Providing all safety precautions as specified and required.

Brick Work / Cement Concrete Block Work

The rates / prices quoted for all Brick work and Cement Concrete Block works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. All scaffolding, ladders, platforms, staging required in completing the entire works.
2. Work at all heights , levels and locations.
3. Hacking and roughening of concrete surfaces in contact with brick work / cement concrete block work
4. Leaving out dowels from concrete members for anchorage.
5. Rough cutting and waste.
6. Raking out joints to specified depths either for plaster or other specified finishing works
7. Levelling up and preparing tops of walls for damp proof course, pre cast units, copings, plinth beams.
8. Providing holes (cut , left or formed) for fixing pipes , sleeves, other inserts and making good including grouting if necessary.
9. Providing and fixing pre cast cement concrete blocks (1 : 2 : 4) at doors and window jambs to receive holdfasts and expansion bolts.
10. Building in holdfasts and other inserts.
11. Keeping the work well wetted for curing as required.
12. Work in curve, circular form or to shape as shown in drawings.
13. Brick work / cement concrete block work on external walls shall be done with required scaffolding as specified.
14. Providing all safety precautions as specified and required.
15. Brick work washed with HCL Acid to prevent effloresce.

Roofing and Water Proofing Works

The rates / prices quoted for all Roofing and water proofing works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. The water proofing works shall be carried out by approved specialist agencies in the field under their supervision and strictly as per drawings , specifications and manufacturers recommendations .
2. The treatment shall be guaranteed as required in the contract.
3. The treated areas shall be tested to the satisfaction of the UPSCIDCO LTD. to prove the effectiveness of the treatment in a manner as specified and required.
4. Providing necessary plaster key in joints , etc. and extra thickness of plaster over undulations as required.

5. Arises, drips, chamfers of required width and depths , internal and external rounded angles, rounding of corners.
6. Work at all heights , depths , locations and levels. Use of scaffolding, ladders, etc necessary for execution and their removal after completing the work.
7. Keeping the work well wetted for 7 to 10 days or as required and specified.
8. Providing all safety precautions as specified and required.

Wood Work / Steel Works for Doors / Windows / Etc.

The rates / prices quoted for all wood / steel works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. Kiln seasoning from approved seasoning plant as per specifications.
2. Providing all plugs, screws, nails, bolts and nuts, steel straps, pins, keys and other such fixing accessories.
3. Rebate as shown in drawings.
4. Filling and finishing neat , gaps around frames of doors, windows, ventilators as directed.
5. Work at all heights, levels, and locations.
6. Preparation of surfaces to receive finishing and application of priming coat as per specifications.
7. Providing and obtaining approvals from UPSCIDCO LTD.

Steel Works

The rates / prices quoted for all steel works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. Cutting to required size, shape, figure drilling, tapping, punching, counter sinking for screws, grinding, etc. and every type of work that may be necessary to fabricate, erect, fix in position and finish all steel works.
2. Providing neatly cut and fitted notches, true and squared ends including planning to sheared ends of plates, tubes angles, etc. where abutting against each other.
3. Providing all necessary templates, molds, patterns, etc.
4. All welding as required.
5. Necessary hoisting, temporary support, scaffolding, bracing, connection, etc. for fabrication, erection and removing the same after fixing in final position.
6. Work at all heights, levels and locations.
7. Providing and obtaining approval for any mock up / sample if required by UPSCIDCO LTD.
8. Preparation of surface, derusting and cleaning smooth for receiving paint finish and priming coat.
9. Providing and obtaining approvals from UPSCIDCO LTD.

Flooring / Paving / Dado Works

The rates / prices quoted for all flooring and dado works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. Use and waste of all temporary fillets, sides, forms, template, molds, straight edges, etc.
2. Washing of coarse and fine aggregate in approved manner.
3. Preparation of base, sub grade or sub floor including trimming, removing undulations, etc.
4. Neatly finishing the edges / sides where exposed .
5. Necessary curing as required and as per specifications.
6. Providing required slopes whether shown in drawings or not.
7. Providing required drops in floor finish levels whether shown in drawings or not.
8. Cutting , rubbing and wax polishing surfaces and edges.
9. Work in narrow widths, bands, strips and to required profiles and patterns shown .
10. Work at all heights , levels and locations.
11. Rounding of corners, edges, junctions of floors with skirting or dado and also cutting recesses where required to accommodate skirting.
12. Protected and cleaning all finished surfaces.
13. All relevant points mentioned in cement concrete works.
14. Dado work , skirting works shall include matching joints with flooring where required and applicable. For dado works , all cutting and wastage of tiles at edges as shown in drawings with no tile shall be less than half the tile width.
15. Dressing of undersides of stone treads in steps / staircases, exposed edges of counters and copings.
16. Polishing of all exposed edges of stone counters , copings, treads of staircases and steps.
17. Making samples and mockups as required by UPSCIDCO LTD.

Finishing Works

The rates / prices quoted for all finishing works within the prices / rates shall also include the following other than those specified elsewhere and shown in drawings.

1. Work at all heights, locations, levels and use of necessary scaffolding, treatles, cradles, ladders, etc. for execution of the works and for inspection and removal of the same after completing the works.
2. Preparation of surfaces such as brushing, sand papering, scrapping, washing and rubbing, etc. all as per specifications and requirements to receive the finishing coat.
3. Puttying and sand papering of surfaces in between coats as required.
4. Work on cornices, narrow edges and widths, bands , etc.
5. Providing additional coats of paints (in addition to the number specified) in order to get even and desired finish.

6. Spreading and removing protective covering to doors, windows, floors, fittings , fixtures, etc. to protect them from splashes.
7. Washing floors, cleaning glasses, joinery, electrical fittings, etc. of drops, splashes, and leaving premises clean and tidy.
8. Paint shall be applied either by brush, roller or spray machine as directed by UPSCIDCO LTD.
9. Making samples for approval as required.

TECHNICAL SPECIFICATIONS

FOR

BUILDINGS INCLUDING INTERNAL SERVICES

1. GENERAL

The work shall be carried out strictly in accordance with General and Particular specifications, conditions of contract, drawings and instructions given from time to time. The drawings and specifications shall be taken complementary and also supplementary to each other and shall form part of this contract. Any work or material shown in drawing and not specifically included in specifications or vice versa shall be executed and deemed to be included in the scope of work.

In case there are no specifications for item shown on the drawings or where items are not exhaustively described, the work shall be executed in accordance with the latest IS specifications / UPPWD specifications and nothing extra whatsoever shall be paid to the contractor on account of this.

1.1 Scope of work

The scope of work for building under this contract includes for full, final and entire completion of all works including all internal services in all respects described in General and Particular specifications and shown on drawings and other constituents forming part of the contract.

Although as many details of construction have been by and large covered in these documents, any item or detail of construction not specifically covered but obviously implied and essential to consider civil works and all internal services complete and functional, shall be deemed to have been covered. The UPSCIDCO LTD. shall provide the details and drawings to cover such items. The contractor may, if required, consider a minimum level of details confirming to IS code or National Building code / UPPWD specifications to cover the specifications of these missing details.

Samples of Materials

The contractor shall produce samples of all materials and technical literature for the same including test certificates if required and shall obtain approval of these in writing jointly from UPSCIDCO LTD. if required before he places bulk order for the materials for incorporation in the works. Materials and approved samples shall conform to latest relevant ISI marked goods where manufactured.

Standard of Works

To determine the acceptable standard of workmanship, the contractor shall execute a sample of required item of work when directed to do so. The brands of various materials incorporated as well as the finishes and including workmanship will be approved by the UPSCIDCO LTD. These will be guiding samples for future execution of the of the Works

Slopes

Adequate slopes will be provided to avoid any stagnation of water in areas where there is likelihood of ingress or stagnation of water such as toilets, balconies, verandah, kitchen, terraces, top of chajjas, window sills, etc. though these may not be expressly shown in drawings. No extra payment shall be admissible on this account.

Engineer-in-charge 's Approvals

The UPSCIDCO LTD. shall appoint at site an Architect / Engineers to assist the Engineer-in-charge in day to day supervision of the works, on site approvals and administration of the contract as per the necessary provisions of the contract and shall report to the Engineer-in-charge / UPSCIDCO LTD.

अनुबन्ध

यह अनुबन्ध उ0प्र0, लखनऊ (जिन्हें आगे ग्राहक विभाग कहा गया है) द्वारा यू0पी0 स्टेट कान्स्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर डेवलपमेन्ट कार्पोरेशन लि0 (जिन्हें आगे निगम कहा गया है) जिसकी स्वीकृत लागत रू0 लाख है, के कार्यों हेतु निगम एवं मे0 (जिन्हें आगे ठेकेदार कहा गया है) के मध्य दिनांक को निष्पादित किया जा रहा है। दोनों पक्षों के मध्य सम्पादित किये जाने वाले अनुबन्ध की शर्तें एवं दशायें निम्नवत् है :-

- 1- ठेकेदार द्वारा दी गई निविदित दरों के आधार पर कार्यों की बिल ऑफ क्वान्टिटी की धनराशि रू0 लाख है। निगम पत्रांक द्वारा ठेकेदार को कार्य आबंटन पत्र (एल0ओ0आई0) जारी किया गया है जिसके अनुसार कार्य प्रारम्भ करने की तिथि एल0ओ0आई0 की तिथि से पन्द्रह दिन है तथा कार्य पूर्ण करने की अवधि, कार्य प्रारम्भ करने की तिथि से माह होगी।
- 2- ठेकेदार को कार्य प्रारम्भ करने के पूर्व सम्बन्धित विभिन्न विभागों (Regulating Authority) यथा (पुरातत्व/विकास प्राधिकरण आदि) से आवश्यकतानुसार क्लीयरेंस प्राप्त करना आवश्यक होगा परन्तु उक्त मद में ठेकेदार द्वारा व्यय की गयी धनराशि का भुगतान ग्राहक विभाग से प्राप्त धन से ठेकेदार द्वारा कार्य का वास्तविक बिल प्रस्तुत करने पर निगम द्वारा किया जायेगा।
- 3- ठेकेदार को जारी कार्य आबंटन पत्र एवं अनुबन्ध, निगम को आबंटित कार्य के विषय में ठेकेदार को ग्राहक विभाग के साथ किसी प्रकार के सीधे औपचारिक पत्र व्यवहार के लिये अधिकृत नहीं करता है। अनुबन्ध के कारण ठेकेदार का कार्य एवं कार्य की भूमि पर किसी प्रकार का स्वामित्व/अधिकार प्राप्त नहीं होगा।
- 4- ठेकेदार द्वारा कार्य का सम्पादन, निगम द्वारा उपलब्ध कराये गये मानचित्रों, विशिष्टियों एवं संरचना के आधार पर तथा निगम के उच्चाधिकारियों द्वारा समय-समय पर दिये गये निर्देशों के अनुरूप किया जायेगा तथा निगम के अभियन्ता/उच्चाधिकारियों को किसी भी समय पर कार्य का निरीक्षण एवं गुणवत्ता की जांच किये जाने का पूरा अधिकार होगा।
- 5- लोक निर्माण विभाग/केन्द्रीय लोक निर्माण विभाग के मानकों के अनुरूप कार्यस्थल पर प्रयुक्त होने वाली सामग्री को प्रयोग में लाने का उत्तरदायित्व ठेकेदार का होगा। निर्माण सामग्रियों के नमूनों को ग्राहक विभाग/निगम द्वारा अनुमोदित कराने के पश्चात् ही प्रयोग में लाया जायेगा। ग्राहक विभाग/निगम द्वारा किसी निर्माण सामग्री या सम्पादित कार्य के नमूने का परीक्षण किसी चयनित संस्था/कार्यस्थल पर स्थापित लैब से कराये जाने की दशा में परीक्षण व्यय की प्रतिपूर्ति ठेकेदार के बिल से की जायेगी। किसी सामग्री के विशिष्टियों के अनुरूप न पाये जाने पर अथवा टेस्ट में कोई सामग्री फेल होने की दशा में उक्त सामग्री को तत्काल अपने व्यय पर कार्यस्थल से हटाने, नयी सामग्री आदि की व्यवस्था करने का दायित्व ठेकेदार का होगा।
- 6- ठेकेदार द्वारा निर्माण कार्य में प्रयोग की जाने वाली समस्त सामग्री वांछित मानकों के अनुरूप होनी चाहिये। सामग्री की गुणवत्ता के सम्बन्ध में ठेकेदार द्वारा टेस्ट अपने

- व्यय पर कराते हुए सर्टिफिकेट/वांछित अभिलेख निर्धारित मानक आवृत्ति के अनुसार निगम के उच्च अधिकारियों के समक्ष प्रमाण हेतु समय-समय पर प्रस्तुत किये जायेंगे। यदि निर्माण कार्य में प्रयोग की जाने वाली कोई भी सामग्री वांछित मानकों के अनुरूप नहीं पायी जाती है तो उसको अस्वीकार करने तथा उसका निर्माण कार्य पर उपयोग रोके जाने का पूर्ण अधिकार निगम को होगा।
- 7- निर्माण कार्य से सम्बन्धित अस्थायी जल एवं विद्युत की व्यवस्था ठेकेदार द्वारा अपने व्यय पर की जायेगी तथा कार्यस्थल तक निर्माण सामग्री पहुँचाने हेतु आवश्यकतानुसार पहुँच मार्ग ठेकेदार द्वारा अपने स्वयं के व्यय पर बनाया जायेगा। उक्त मद में निगम द्वारा किसी भी प्रकार का भुगतान देय नहीं होगा।
 - 8- ठेकेदार द्वारा निगम के प्रयोग हेतु कार्यस्थल पर अनुमोदित ड्राइंग के अनुरूप कार्यालय, विद्युत एवं जलापूर्ति, फर्नीचर की व्यवस्था सहित उपलब्ध कराया जायेगा। ग्राहक विभाग द्वारा इस मद में निगम को प्रतिपूर्ति किये जाने की दशा में उक्त सीमा तक ठेकेदार को भी इस मद में किये गये व्यय की प्रतिपूर्ति की जायेगी।
 - 9- ठेकेदार द्वारा निर्माण कार्यों को कराये जाने के दौरान अथवा कार्य पूर्ण होने के पश्चात् उसकी जांच टी0ए0सी0 अथवा अन्य किसी संस्था/विभागीय अधिकारी से कराये जाने के पश्चात् कार्यों में यदि कोई कमी प्रकाश में आती है तो उसका निदान ठेकेदार को अपने व्यय पर करना होगा, जिसकी प्रतिपूर्ति निगम द्वारा नहीं की जायेगी। यदि उक्त जांच के फलस्वरूप ग्राहक विभाग/निगम पर कोई आर्थिक दण्ड लगाया जाता है तो उसकी प्रतिपूर्ति ठेकेदार के बिल/जमानत जमा धनराशि से निगम द्वारा की जायेगी। ठेकेदार के किसी कार्य से ग्राहक विभाग/निगम को अन्य किसी प्रकार से हानि पहुंचती है तो उस क्षति/हानि को वहन करने का दायित्व ठेकेदार का होगा, जिसकी वसूली ठेकेदार के बिल/जमानत जमा धनराशि से निगम द्वारा की जायेगी।
 - 10- ठेकेदार द्वारा निर्माण कार्य/भवन में प्रयोग किये गये उपकरणों की गारण्टी/वारण्टी प्रपत्र एवं विशिष्टियों के पूर्ण विवरण निगम को भविष्य के सन्दर्भ हेतु उपलब्ध कराया जाना ठेकेदार की बाध्यता होगी।
 - 11- निर्माण कार्य में प्रयुक्त होने वाली निर्माण सामग्रियों की गुणवत्ता टेस्ट हेतु कार्यस्थल पर एक गुणवत्ता जाँच प्रयोगशाला की स्थापना की जायेगी जिसके अन्तर्गत कोर्स सैण्ड/स्टोन ग्रिट हेतु Sieve Analysis उपकरण, Compressure Testing Machine, Weighting Machine with necessary weight, Glass Cylinder for Silt Testing, cubes moldes इत्यादि आवश्यक उपकरण प्रयोगशाला में ठेकेदार द्वारा अपने व्यय पर स्थापित किये जायेंगे।
 - 12- ठेकेदार द्वारा लेबर मद में समस्त राजकीय/केन्द्रीय नियमों एवं कानूनों के अनुसार भुगतान, बीमा, स्वास्थ्य, चिकित्सा, सुरक्षा, आवासीय व्यवस्था सुनिश्चित की जायेगी तथा इस प्रकार आने वाले समस्त व्यय को ठेकेदार द्वारा ही वहन किया जायेगा। निर्माण कार्य के दौरान निर्माण कार्य पर लगायी जाने वाली मैन पावर/लेबर की मृत्यु, दुर्घटना तथा प्राकृति आपदा अथवा अन्य किसी कारण से होने वाली क्षति के क्लेम हेतु आवश्यक/वांछित बीमा ठेकेदार द्वारा कराया जायेगा एवं प्रमाण-पत्र निगम को उपलब्ध कराया जायेगा। ठेकेदार द्वारा इस आशय का प्रमाण-पत्र दिया जायेगा कि उक्त बीमा कार्य प्रारम्भ होने से निर्मित भवन के हस्तान्तरित होने तक

- वैध रहेगा। उक्त सम्पूर्ण कार्यवाही हेतु ठेकेदार पूर्ण रूप से उत्तरदायी होगा। ठेकेदार द्वारा लेबर सेस से सम्बन्धित प्राविधानों का पूर्णरूपेण पालन किया जाएगा।
- 13— ठेकेदार द्वारा समस्त सांविधिक अधिनियमों केन्द्रीय सरकार एवं राज्य सरकार द्वारा बनाये गये समस्त श्रम अधिनियमों जैसे वेतन भुगतान अधिनियम, न्यूनतम मजदूरी अधिनियम, बाल श्रम उन्मूलन अधिनियम, एम्प्लॉयर्स लायबिलिटी ऐक्ट, वर्कमैन कम्पन्सेशन ऐक्ट, औद्योगिक विवाद अधिनियम, मेटरनिटी बेनिफिट ऐक्ट, कान्ट्रैक्ट लेबर रेगुलेशन एण्ड एबॉलीशन ऐक्ट, फ़ैक्ट्री ऐक्ट, वैट तथा सर्विस टैक्स अथवा अन्य कोई संशोधित अधिनियमों एवं उनके प्राविधानों का विधिवत अनुपालन किया जायेगा तथा सम्बन्धित श्रमिकों का नियमानुसार पंजीकरण कराया जाएगा तथा किसी अधिनियम के किसी प्राविधान का अनुपालन न होने की दशा में सम्बन्धित ठेकेदार पूर्ण रूप से उत्तरदायी होगा। इसके अतिरिक्त राजकीय एवं केन्द्रीय सरकार के नियमानुसार ठेकेदार द्वारा कार्य पर लगायी गयी लेबर एवं स्टाफ के प्रॉविडेन्ट फण्ड के सम्बन्ध में निगम के कार्यालय आदेश संख्या— 2372 दिनांक 24 जून, 2011 में दिये गये निर्देशों के अनुसार कार्यवाही की जायेगी।
- 14— विद्युत कार्यों को 'ए' क्लास लाइसेन्स होल्डर से ही सम्पादित कराया जायेगा तथा लाइसेन्स की सत्यापित प्रति कार्य प्रारम्भ के पूर्व ही निगम को प्रस्तुत की जायेगी। मुख्य सचिव महोदय के स्तर से जारी शासनादेश संख्या—2990/ 84— 4— 2009 —183(एम)/2008 दिनांक 07 अक्टूबर 2009 जिसकी प्रति ठेकेदार के अनुबन्ध के साथ उपलब्ध करायी जा रही है, का अनुपालन सम्बन्धित ठेकेदार द्वारा किया जायेगा।
- 15— ठेकेदार द्वारा कार्यस्थल को साफ—सुथरा रखा जायेगा।
- 16 — यदि ठेकेदार द्वारा समय से कार्य पूर्ण नहीं किया जाता है या निम्न गुणवत्ता का कार्य सम्पादित कराया जाता है, जिसके फलस्वरूप ग्राहक विभाग द्वारा निर्माण कार्य निगम के स्थान पर किसी अन्य एजेन्सी को आवंटित करने का निर्णय ले लिया जाता है तो इस सम्बन्ध में अतिरिक्त लागत हेतु यदि निगम, ग्राहक विभाग के प्रति किसी भी प्रकार से उत्तरदायी होगा तो वह धनराशि/क्षति जो निगम को वहन करनी होगी, की प्रतिपूर्ति ठेकेदार के अवशेष बिलों तथा जमानत जमा धनराशि से निगम द्वारा की जायेगी।
- 17— ठेकेदार द्वारा उक्त निर्माण कार्यों को कराये जाने के दौरान अथवा कार्य पूर्ण होने के पश्चात् यदि कोई कमी प्रकाश में आती है ओर उससे निगम को कोई आर्थिक हानि होती है अथवा ठेकेदार के किसी कार्य से निगम को अन्य किसी प्रकार से हानि पहुंचती है तो उस क्षति/हानि की प्रतिपूर्ति के लिये ठेकेदार पर उत्तरदायित्व होगा। इसके अतिरिक्त निगम द्वारा ठेकेदार पर पेनाल्टी/कटौती अथवा अन्य किसी मद में डेबिट की जाने वाली ऐसी धनराशि जिसकी वसूली उसके बिलो, सिक्योरिटी अथवा अन्य किसी रूप में सम्भव न होने की स्थिति में, उक्त धनराशि ठेकेदार पर निगम को देय ऋण के रूप में मानी जायेगी, जिसकी वसूली निगम द्वारा लोकधन देयों की वसूली अधिनियम 1972 यू0 पी0 पब्लिक मनी रिकवरी ऑफ ड्यूज (ऐक्ट1972) में निहित प्राविधानों के अन्तर्गत ठेकेदार से की जायेगी।
- 18— यदि ग्राहक विभाग द्वारा निगम को आवंटित कार्य का अनुबन्ध समाप्त कर दिया जाता है अथवा कोई विशेष शर्तें लागू की जाती हैं तो यह समस्त शर्तें एवं दशायें

- सम्बन्धित ठेकेदार पर भी बाध्य/लागू होंगी तथा इस हेतु किसी भी प्रकार का क्लेम स्वीकार नहीं होगा।
- 19— निर्धारित अवधि के अनुसार ठेकेदार के द्वारा कार्य पूर्ण न करने की दशा में कार्य की लागत की 1 प्रतिशत प्रति सप्ताह की दर से लागत की अधिकतम 10 प्रतिशत की सीमा तक पेनाल्टी अधिरोपित की जा सकती है।
 - 20— निर्माण कार्य के दौरान ठेकेदार को होने वाले किसी प्रकार की क्षति के लिये निगम का कोई भी उत्तरदायित्व अथवा देनदारी नहीं होगी और इस प्रकार का कोई दावा न तो ठेकेदार द्वारा किया जायेगा और न ही निगम द्वारा स्वीकार किया जायेगा।
 - 21— यदि कार्यस्थल पर कार्यरत श्रमिक द्वारा भुगतान प्राप्त न होने की शिकायत की जाती है तथा निगम द्वारा दिये गये निर्देशों के क्रम में भी ठेकेदार द्वारा लेबर का भुगतान नहीं किया जाता है तो उस दशा में निगम द्वारा श्रमिकों का भुगतान करते हुये उसकी प्रतिपूर्ति ठेकेदार के बिल/जमानत जमा धनराशि से कर ली जायेगी।
 - 22— सम्बन्धित ठेकेदार द्वारा ग्राहक विभाग के अधिकारियों को कार्य का सुपरविजन/निरीक्षण करने हेतु आवश्यक सहयोग/सुविधायें उपलब्ध करायी जायेगी, जिस हेतु कोई अतिरिक्त धनराशि देय नहीं होगी।
 - 23— निर्माणाधीन कार्य पर अग्नि, दुर्घटना, दंगो, सिविल कोमोशन और/अथवा प्राकृतिक दैवीय प्रकोपों एवं चोरी आदि से जो भी क्षति होगी उसके लिये ठेकेदार उत्तरदायी होगा एवं उक्त हेतु निगम का कोई उत्तरदायित्व नहीं होगा। उक्त दुर्घटना/घटनाओं से होने वाली क्षति के कार्य की सुनिश्चित लागत का बीमा ठेकेदार द्वारा अपने व्यय पर कराया जायेगा तथा बीमा न कराये जाने की दशा में होने वाली किसी भी प्रकार की क्षति को ठेकेदार द्वारा ही वहन किया जायेगा।
 - 24— विस्तृत आगणन/बिल आफ क्वांटिटी में विभिन्न मदों में दर्शायी गयी मात्रा अनुमानित है तथा कार्य सम्पादन के समय किसी भी आइटम की मात्रा में किसी भी सीमा तक संशोधन हो सकता है या कोई कार्य नहीं भी सम्पादित कराये जाने का निर्णय लिया जा सकता है।
 - 25— निगम द्वारा ठेकेदार को उपलब्ध करायी गयी बिल आफ क्वांटिटी में उल्लिखित मात्राओं से विचलन होने की स्थिति में निगम मुख्यालय/ग्राहक विभाग से अनुमोदन एवं धनराशि प्राप्त होने के उपरान्त ही उक्त का भुगतान ठेकेदार को किया जायेगा।
 - 26— निगम द्वारा ठेकेदार को ग्राहक विभाग से प्राप्त धनराशि की सीमा के भीतर मोबलाइजेशन अग्रिम हेतु अनुबन्ध की धनराशि का अधिकतम 10 प्रतिशत किसी राष्ट्रीयकृत बैंक द्वारा जारी एवं सत्यापित बैंक गारण्टी के सापेक्ष दिया जा सकेगा जिसकी प्रतिपूर्ति प्रत्येक रनिंग बिल से इस प्रकार की जायेगी कि 75 प्रतिशत भुगतान होने तक मोबलाइजेशन अग्रिम पूर्णतः समायोजित हो जाये।
 - 27— कार्यस्थल पर उपलब्ध सामग्री (स्टील, सीमेंट, सेन्ड, एग्रीगेट, ब्रिक्स) के सापेक्ष ठेकेदार को सिक्वोर्ड एडवान्स ठेकेदार के प्रस्तुत सामग्रियों के बिल का 90 प्रतिशत तक निगम द्वारा किया जा सकेगा जिसका समायोजन रनिंग बिल से कर लिया जायेगा। सिक्वोर्ड एडवान्स जिन सामग्रियों हेतु दिया जायेगा उनकी सुरक्षा का पूर्ण उत्तरदायित्व ठेकेदार का होगा। सामग्रियों की किसी भी प्रकार की क्षति होने पर उसकी प्रतिपूर्ति निगम द्वारा नहीं की जायेगी।

- 28— ठेकेदार द्वारा सम्पादित किये जाने वाले निर्माण कार्य की मापी के आधार पर रनिंग बिल, LOI कार्य आवंटन पत्र में दी गयी दरों के आधार पर तैयार किया जायेगा, जिसे निगम के कार्य से संबंधित अभियंताओं द्वारा परीक्षण/अग्रसारित करते हुए भुगतान हेतु प्रस्तुत किया जायेगा। ग्राहक विभाग द्वारा उपलब्ध करायी गयी धनराशि में से सेन्टेज तथा की जाने वाली विभिन्न कटौतियों करने के पश्चात् ही ठेकेदार को सामान्यतया 15 दिनों के भीतर भुगतान अवमुक्त किया जायेगा।
- 29— ठेकेदार के बिलों से नियमानुसार आयकर तथा अन्य सांविधिक करों की कटौती सम्बन्धित अधिनियमों के समय-समय पर लागू प्राविधानों के अनुसार की जायेगी।
- 30— ठेकेदार के प्रत्येक रनिंग बिल से कार्यवार 5 प्रतिशत की जमानती धनराशि, निविदा के साथ प्रस्तुत की गयी ई0एम0डी0 की धनराशि के समायोजन होने के उपरान्त काटी जायेगी जिसे निर्माण कार्य ग्राहक विभाग को हस्तान्तरित होने/कार्य पूर्ण होने के एक वर्ष पश्चात् (जिसे डिफेक्ट लाइबिलिटी पीरियड कहा जायेगा), अवमुक्त किया जायेगा। ठेकेदार की जमानती धनराशि के मद में कुल जमा धनराशि के 50% कार्य पूर्ण होने का प्रमाण पत्र प्राप्त होने पर अवमुक्त किया जा सकता है। डिफेक्ट लाइबिलिटी अवधि में कार्य में किसी भी प्रकार की कमी आने पर उसका निराकरण ठेकेदार द्वारा अपने व्यय पर किया जायेगा। ठेकेदार द्वारा निर्माण कार्य में आने वाली समस्त कमियों का निराकरण एवं अनुरक्षण एक सप्ताह के अन्दर कराया जायेगा अन्यथा उक्त कार्य को निगम द्वारा स्वयं सम्पादित कराकर आने वाले व्यय की वसूली ठेकेदार की जमा सिक्वोरिटी धनराशि से कर ली जायेगी।
- 31— कार्य पूर्ण होने पर ठेकेदार द्वारा निगम को पूर्ण कार्य का अन्तिम बिल निगम द्वारा निर्धारित प्रारूप पर अन्य वांछित सूचनाओं/विवरण के साथ उपलब्ध कराया जाना अनिवार्य होगा।
- 32— यदि ग्राहक विभाग द्वारा निगम के बिल से रिटेंशनमनी/अन्य कोई कटौतियां की जायेगी तो ठेकेदार को किये जाने वाले भुगतान से समतुल्य धनराशि की कटौती की जायेगी।
- 33— निर्माण कार्य सम्पादित कराये जाने, बिल प्रस्तुत किये जाने, बिल पारित किये जाने, निर्माण कार्य के शेडयूल आदि से सम्बन्धित सम्पूर्ण प्रक्रिया जो निगम/ग्राहक विभाग द्वारा निर्धारित की जायेगी, का अनुपालन सम्बन्धित ठेकेदार द्वारा किया जायेगा।
- 34— ठेकेदार द्वारा निर्माण कार्य को निर्धारित माईल स्टोन के अनुरूप कराया जाना होगा। यदि कार्य की प्रगति निर्धारित माईल स्टोन के अनुरूप नहीं पायी जाती है तो निगम को माईल स्टोन न प्राप्त करने के सापेक्ष धनराशि रोकने/कार्य का अनुबन्ध आंशिक अथवा पूर्ण रूपसे निरस्त करने का अधिकार होगा। ऐसा किये जाने की दशा में ठेकेदार द्वारा सात दिनों के अन्दर कार्यस्थल से अपनी लेबर तथा अनुप्रयुक्त सामग्री को अपने व्यय पर हटाना होगा अन्यथा निगम द्वारा कार्यस्थल पर कब्जा प्राप्त कर लिया जायेगा जिसका पूर्ण उत्तरदायित्व ठेकेदार का होगा।
- 35— ठेकेदार द्वारा निगम से अनुमोदित अथवा एस0ओ0आर0 में प्रदर्शित ब्राण्ड/मेक की उच्च गुणवत्ता युक्त असली निर्माण सामग्री निर्माता अथवा उसके अधिकृत वितरक से क्रय करके प्रयोग करनी होगी तथा सामग्री की पूर्ण गुणवत्ता सुनिश्चित करनी होगी।

- 36- परियोजना पूर्ण होने के पश्चात भवन हस्तान्तरण तक ठेकेदार को निर्मित भवन एवं परिसर की अपने व्यय पर सुरक्षा की व्यवस्था करनी होगी तथा भवन हस्तान्तरण के समय यदि कोई कमी पायी जाती है तो उसे ठेकेदार द्वारा/ ठेकेदार के व्यय पर पूर्ण करना होगा।
- 37- निगम एवं ठेकेदार के मध्य किसी प्रकार के विवाद की दशा में प्रबन्ध निदेशक, यू0पी0 स्टेट कान्स्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर डेवलपमेन्ट कार्पोरेशन लि0 का निर्णय अन्तिम एवं मान्य होगा।
- 38- ग्राहक विभाग से किसी प्रकार के विवाद की दशा में ग्राहक विभाग द्वारा नामित आर्बीट्रेटर द्वारा विवाद का निस्तारण किया जायेगा तथा आर्बीट्रेटर को देय मानदेय, शुल्क का वहन सम्बन्धित ठेकेदार द्वारा किया जायेगा। आर्बीट्रेटर का जो निर्णय निगम पर लागू होगा उसके अनुपालन हेतु ठेकेदार पूर्णतया उत्तरदायी होगा।
- 39- यदि ग्राहक विभाग से किसी प्रकार का कोई विवाद उत्पन्न होता है एवं उक्त के फलस्वरूप ग्राहक विभाग अथवा अन्य को कोई धनराशि देय होती है तो उसकी क्षतिपूर्ति ठेकेदार द्वारा निगम को करनी होगी।
- 40- ठेकेदार को कार्यादेश जारी होने की तिथि के 15 दिनों के भीतर कार्य प्रारम्भ करना होगा तथा निर्माण कार्य को निर्धारित अवधि तक पूर्ण करना अनिवार्य होगा परन्तु यदि ग्राहक विभाग द्वारा पूर्ण करने की तिथि में परिवर्तन किया जाता है तो उक्त तिथि तक ठेकेदार को समय दिया जा सकता है अन्यथा अनुबन्ध की शर्त संख्या- 19 के अनुसार ठेकेदार पर कार्यवाही की जायेगी।
- 41- यदि ग्राहक विभाग एवं निगम के मध्य निष्पादित अनुबन्ध निष्पादित किया जाता है अथवा ग्राहक विभाग द्वारा समय-समय पर निर्गत आदेश दिये जाते हैं तो उक्त अनुबन्ध/निर्देश अनुबन्ध के पार्ट होंगे तथा इस अनुबन्ध के साथ पढ़े जायेंगी।
- 42- कार्य की अनुमोदित निविदा के समस्त टेण्डर डॉक्यूमेंट, एन0आई0टी0, जनरल कंडीशन ऑफ कांट्रैक्ट, विशिष्टियां, बी0ओ0क्यू0, ड्राइंग/प्लान, कार्य पूर्ण करने का शिड्यूल, लैटर ऑफ एक्सैपटेंस इस अनुबन्ध का हिस्सा होगा।

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