



UTTAR PRADESH RAJYA NIRMAN SAHKARI SANGH Ltd.

G-4/5 B. Sector-4, Gomti Nagar Vistar, Lucknow – 226 010
(Uttar Pradesh)

STANDARD BID DOCUMENT



लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
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सहायक अभियन्ता
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अधिसारी अभियन्ता
यू.पी.आर.एन.एस.एस.
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अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ



UTTAR PRADESH RAJYA NIRMAN SAHKARI SANGH Ltd.

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Part-A
Technical Bid
(Eligibility Bid)


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U.P. RAJYA NIRMAN SAHKARI SANGH LTD. (Rajkiya Nirman Agency)

(Registered Office-G-4/5 B, Sector-4, Gomtinagar Vistar, Lucknow)

Prakhand Office :-UPRNSS-
Prakhand E-Mail Id. -
SE OFFICE E-Mail Id. - uprnss.se.meerut@gmail.com

Notice Inviting E-Tender (For Works upto Rs. 5.00 Cr sanctioned cost)

Tender Notice No.: /E-TENDER/Meerut-Zone/2025-26 Dated:

UPRNSS invites in 2 bids system online tenders on percentage rate bids from eligible and registered contractors of U.P. Rajya Nirman Sahkari Sangh Ltd. in appropriate class as given below. Bidders are advised to note the minimum criteria of eligibility.

S. N.	Name of Work	Estimated Cost (Rs. In lacs)	Earnest Money (In Rs)	Cost of Bid Document (in Rs.)	Time of Completion (in months)	Class of Registration	Address of sale of tenders	Place of submission of tender
1	2	3	4	5	6	7	8	9
1				G.S.T. Included			To be downloaded from the e-tender portal of nic "etender. up.nic.in	To be uploaded on e-tender portal of nic

1- Criteria of Eligibility

The contractors who fulfill the following requirements shall be eligible to apply. Joint Ventures are not accepted.

- Should have successfully completed similar works during the last seven years ending previous day of last day of submission of bids, as a prime contractor satisfying either of the following.
- Three similar completed works each costing not less than 40% of Tendered cost.
Or
- Two similar completed works each costing not less than 60% of Tendered cost.
Or
- One similar completed work costing not less than 80% of Tendered cost.

Note:-One Completed work of similar nature (either part of (1) or a separate one) stands for work of similar nature completed costing not less than the amount equal to mentioned above of the tender cost with some Central Government Department / State Government Department / Central & state Autonomous Body /Central & State Public Sector undertaking.

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- e) Should have an average annual financial turnover(Gross) of 30% of tendered cost on construction work of similar nature during last three consecutive financial years, (copy of Balance sheets duly certified and audited by Chartered Accountant along with Income tax Returns of five years to be submitted).Year in which no turnover is shown would also be considered for working out the average.
- f) Should not have incurred any loss (Profit after tax should be positive) in more than two years during the last five years(copy of Balance sheets duly certified and audited by Chartered Accountant of five years to be submitted).
- g) Bidder should produce solvency certificate of amount not less than 40% of tendered cost from any SBI/Nationalized bank/Scheduled Commercial Bank not more than six months old on last date of submission of bids or solvency duly issued from District Magistrate.
- h) Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any should be indicated and mandatory to provide on prescribed performa. Record of poor performance such as abandoning work, not properly completing the contract or financial failure weakness etc. bidder would be liable to disqualification.
- i) Bidder should posses a valid character certificate duly issued by District Magistrate on the date of bid submission(copy of certificate to be uploaded).
- 2- Information and instructions for bidder posted on website shall form part of tender document.
- 3- A set of Bidding documents may be downloaded from the e-tender portal of NIC as mentioned in tender documents between dates as mentioned in tender documents.
- 4- Bid must be uploaded on e-tender portal of NIC on / before date mention in the tender documents.
- 5- Contractors must upload signatred with seal documents in the form of PDF format or as per instructions given on portal.
- 6- Bids must be accompanied with earnest money of the amount specified for the work. The Earnest Money may be deposited of a SBI/Nationalized bank/Scheduled Commercial Bank/U.P. Coopratve Bank either in the form of Demand Draft (Payble at).
- Or
- FDR pledged in SBI/Nationalized bank/Scheduled Commercial Bank/U.P. Coopratve Bank favour of of Executive Engineer. U.P. Rajya Nirman Sahkari Sangh Ltd. Div-.....
- Or
- In the shape of Bank Guarantee of a SBI/Nationalized bank/Scheduled Commercial Bank/U.P. Coopratve Bank having validity for atleast 6(six) months more from the last date of receipt of bids.
- 7- The bids shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of bids.
- 8- The intending bidder must have valid class-II/III digital signature to submit the tender.
- 9- The technical bids shall be opened on the date and venue as mentioned in tender document in the office of superintending Engineer U.P. Rajya Nirman Sahkari Sangh Ltd.

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Meerut-Zone, Meerut and the name of qualified bidders shall be uploaded on portal. The date of opening of the financial bids shall be uploaded and displayed on e-tender portal.

- 10- Financial bids shall be opened of those bidders whose bids are technically qualified and tender bid cost with E.M.D. properly uploaded and found eligible.
- 11- Contractor must ensure to quote Percentage below and at par bid in case of percentage rate bid and rate in case of item rate bid. However if a tenderer quotes above rates against any item in item rate tender or quote any percentage above under total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as disqualified and will not be considered as lowest bidder due to work allotted to construction agency norms.
- 12- No Engineer of gazetted rank or other Gazetted 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 any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the contractor's service.
- 13- Pre-bid meeting if any, shall be held on the date mention in tender document to clear doubts of intending bidders, if any. Bidders should send their queries by e-mail before prebid meeting, latest by previous day of pre-bid meeting to the concern of Executive Engineer of UPRNSS As a result of pre bid meeting, certain modifications may be required. Addendum/Corrigendum shall be uploaded by the Engineer- In-charge, if felt necessary, which shall form part of tender document.
- 14- Any bidder who is having criminal record is not allowed to participate in the bidding process mandatory to submit enclosure.
- 15- Any bidder who is registered with the state Bar council is not allowed to participate in the bidding process.
- 16- The UPRNSS reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
- 17- For any queries about Bidding Document's or general conditions of contract can be seen or remove in the office of Executive Engineer UPRNSS concern division on any working day between 11AM to 4PM .
- 18- The successful bidder will have to submit 5% performance guarantee for rates quoted upto 10% below & an additional 1% per percent beyond 10% below rates of the tendered cost in the form of Demand Draft (Payable at).
Or
FDR of a SBI/Nationalized bank/Scheduled Commercial Bank/U.P. Coopratve Bank pledged in favour of Executive Engineer UPRNSS concern division U.P. Rajya Nirman Sahkari Sangh Ltd.
Or
In the shape of Bank Guarantee of any SBI/Nationalized bank/Scheduled Commercial Bank/U.P. Coopratve Bank having validity for atleast 6 (six) months more from the last date of stipulated date of completion of work as mentioned in tender documents.

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- 19- The bidder will have to deposit cost of Bid Documents as mentioned in above table through RTGS/NEFT. Detail of RTGS/NEFT is given as under:
Name of Beneficiary:
Name of Bank:-
Name of Branch of Bank:-
Account No:-
IFSC Code:-
Amount- (as mentioned in above table)
 Note- Payment receipt with details of UTR number is to be scanned and uploaded as pre-qualification document. The payment is non-refundable.
- 20- Tender of complete bill of quantity of project is uploaded. If client releases full sanctioned amount of project in time on current schedule of rates, the bidder has to complete the work on sanctioned rates. But if a part of sanctioned cost is released by client after revision of PWD SOR(Schedule of Rates) and in the same time revised estimate is also sanctioned by the client then corresponding, to revised sanctioned rates, the rates of the corresponding part of tender shall be revised with other conditions of primary tender remains unchanged. If even after the revision of PWD SOR(Schedule of Rates) client does not sanction revised estimate, then bidder is bound to complete the full work on tender rates.
- 21- If there any fluctuation of rates & quantity in bill of quantity attached with tender then rates, quantity & drawing of technical sanctioned shall be final & should be valid for bidder.
- 22- After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 23- The contractor whose bid is accepted will required to furnish attached copies of registrations, labour licence, registration of EPFO, ESIC, BOCW welfare board including Provident Fund code, All attached same copies of documents and Affidavits for participating in tender at the time of agreement but it is compulsory to submit E-mail ID of bank issuing EMD with technical bid.
- 24- Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids uploaded by the contractors who resort to canvassing will be liable to rejection. Even though any bidder may satisfy the above requirements he would liable to disqualification if he has made misleading or false representation or deliberately suppressed the information in the form statement and enclosure required in the eligibility criteria document.
- 25- The contractor shall not be permitted to tender for works in the Prakhand/Zone of UPRNSS Ltd, which are responsible for award and execution of contracts in which his near relative is posted as Prakhand Accountant or as an officer/ engineer in any capacity. Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/engineer in the UPRNSS Ltd. Any breach of this condition by the contractor would render him liable to be debarred from tendering in UPRNSS Ltd certificate to be submitted.
 Note-By the term near relatives is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws certificate to be submitted.

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- 26- In case of any discrepancy between downloaded bid documents and that available with concerned Prakhhand, the bid document available with Prakhhand would be considered authentic.
- 27- Taxes/any case shall be deducted from contractor's bill as per rules. It is mandatory to provide GST(R1) copy with B2B description Invoice by contractor to division after payment every month. Submission of FORM-H in the prescribed format must be mandatory to avoid disqualification of bid.
- 28- In case of any difference on any point between general conditions of contract and NIT(Notice Inviting Tender), the NIT will prevail.
- 29- The L-1 bidder shall have to submit the bar chart as per the time of completion of work in NIT with in one week from the date of contract or work order award.
- 30- **List of documents to be scanned and uploaded with bid submission:**

1	Scanned copy of Fixed Deposit Receipts/ Bank Guarantee of any SBI/ Nationalized bank/ Scheduled Commercial Bank/U.P.Co-operative Bank against EMD as prescribed.
2	Letter of transmittal
3	Bid Fee deposition details i.e. "RTGS/NEFT payment proof"
4	Financial information – Form 'A'
5	Banker's certificate for solvency certificate from a SBI/ Nationalized bank/ Scheduled Commercial Bank on letter head of bank addressed to tendering authority– Form 'B'
6	Details of eligible similar nature works completed during the last Seven years ending previous day of last day of submission of Bid – Form 'C' and Ongoing works details on Form-G
7	Performance report of works referred to in forms "C"- Form "D".
8	Structure and Organization – Form 'E'
9	Affidavit as per provisions of Clause-1of NIT for e-Tendering on non-judicial stamp paper on requisite value- Form F
10	Copy of Character Certificate
11	Copies of Balance Sheet fully certified & Audited by Chartered Accountant
12	Copies of Income tax returns
13	Certificate of registration of GST and acknowledgement of up to date return filed with Form-H
14	Registration with EPFO, ESIC, BOCW Welfare Board, labour License if available
15	Certificates of Registration in UPRNSS
16	Scanned copy of PAN Card issued by Income Tax Department.
17	Power of Attorney as applicable
18	All Tender Document must be in proper sequence certified signed with seal.

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Superintending Engineer
U.P.R.N.S.S.
Meerut-Zone, Meerut

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SCANNED COPY OF EMD
WITH E-MAIL ID OF BANK
ISSUING EMD

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यू.पी.आर.एन.एस.एस.



LETTER OF TRANSMITTAL

From

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

To

Prakhand Prabhari,
U.P.R.N.S.S. Ltd

Subject: Submission of Bid for the work of “.....”

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorise the Prakhand Prabhari, UPRNSS Ltd,Unit to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorise Prakhand Prabhari, UPRNSS Ltd,Unit to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

SN	Name of work	Amount	Certificate issued by
1			
2...			

Certificate:-


It is certified that the information(s) given in the enclosed Technical Bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Enclosures:

Date of submission:

Signature(s) of Bidder(s).
Seal of bidder

Note-Must be on letter head.


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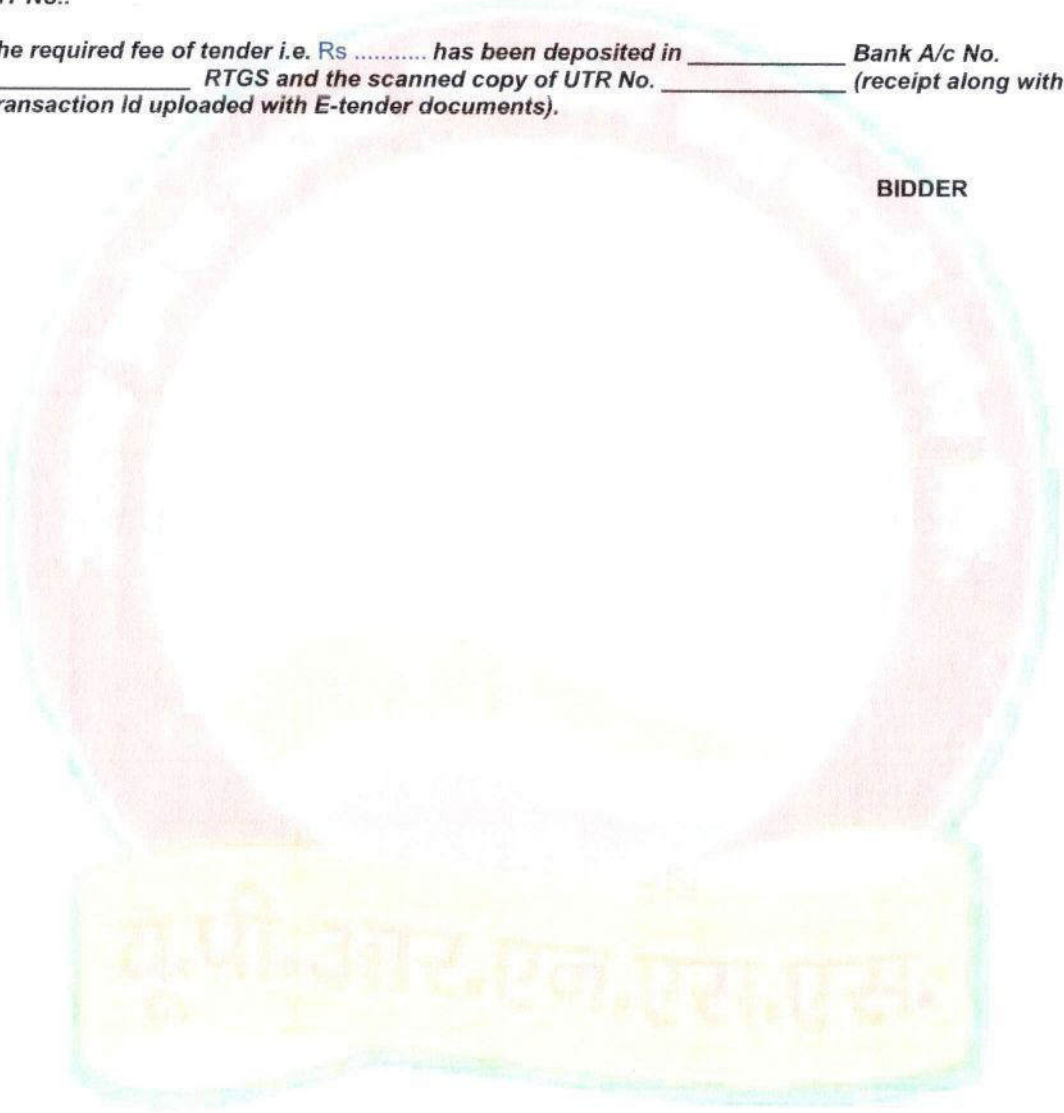


Payment of Tender Bid document Fee

NIT No.:

The required fee of tender i.e. Rs has been deposited in _____ Bank A/c No. _____
_____ RTGS and the scanned copy of UTR No. _____ (receipt along with
Transaction Id uploaded with E-tender documents).

BIDDER



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**FINANCIAL INFORMATION
(CERTIFICATE OF FINANCIAL TURNOVER FROM CHARTERED ACCOUNTANT)**

Name & Address of Bidder.....

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified and audited by the Chartered Accountant, as submitted by the bidder to the Income Tax Department (Copies to be attached).

S.No.	Description	Financial Years				
		20__-__	20__-__	20__-__	20__-__	20__-__
(i)	Gross Annual turnover on construction works.					
(ii)	Profit/Loss					

- II. Financial arrangements for carrying out the proposed work.
.....

- III. Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

Signature of Bidder(s).
Seal of bidder

Signature of Chartered Accountant with Seal

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FORM OF BANK SOLVENCY CERTIFICATE FROM A SBI/Nationalized bank/Scheduled
Commercial Bank/U.P. Cooperative Bank



NOTE:

- (1) Solvency certificates should be on letter head of the Bank, sealed and e-mail id of bank issuing certificate in cover addressed to tendering authority.
- (2) Solvency certificate should not be more than 6 months old.
- (3) In case of partnership firm, certificate should include names of all partners as recorded with Bank.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
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Ran K

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
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सहायक अभियन्ता
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अधिशाली अभियन्ता
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12
अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
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FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS

Name & Address of Bidder.....

S. No	Name of work/project and location	Owner of sponsoring organization	Cost of work in lakhs of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending /in progress with details*	Name and address /telephone number of officer to whom reference may be made
1	2	3	4	5	6	7	8	9

*Indicate gross amount claimed and amount awarded by the Arbitrator.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
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Ravish

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अधिसाक्षी अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ
Signature of Bidder(s)
Seal of bidder

अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ



ADDITIONAL INFORMATION

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"

1. Name of work/project & location
2. (a) Agreement no.
(b) Name of Agency / Contractor
3. Estimated cost
4. (a) Tendered cost
(b) Actual Value of work done
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. (a) Whether case of levy of compensation
For delay has been decided or not Yes/No
(b) If decided, amount of compensation levied for
delayed completion, if any
8. Performance Report
 - (1) Quality of work Outstanding/Very Good/Good/Poor
 - (2) Financial soundness Outstanding/Very Good/Good/Poor
 - (3) Technical Proficiency Outstanding/Very Good/Good/Poor
 - (4) Resourcefulness Outstanding/Very Good/Good/Poor
 - (5) General Behaviour Outstanding/Very Good/Good/Poor

Dated:

**Executive Engineer /Prakhand Prabhari
Or Equivalent with Seal**

Note-The experience certificate to be uploaded in the above format, if issued after 16.03.2020. The certificate in other format may also be accepted if issued earlier but having clear information about date of start, date of completion & cost of work executed.

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STRUCTURE OF ORGANISATION

1. Name & address of the bidder
2. Telephone no. /Fax no/Email ID.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)
Organisation/Place of registration
Registration No.
 - 1.
 - 2.
 - 3.
5. Names and titles of Directors and Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organization
7. Has the bidder, or any constituent partner in case of **Partnership firm / Limited Company / Joint Venture**, ever been convicted by the Court of Law? If so, give details.
8. Has the bidder, or any constituent partner in case of Partnership firm / Limited Company / Joint Venture, ever been debarred / blacklisted for tendering in any organisation? If so, give details.
9. In which field of Civil Engineering construction the bidder has specialization and interest?
10. Any other information considered necessary but not included above.

Signature of Bidder(s)
Seal of bidder

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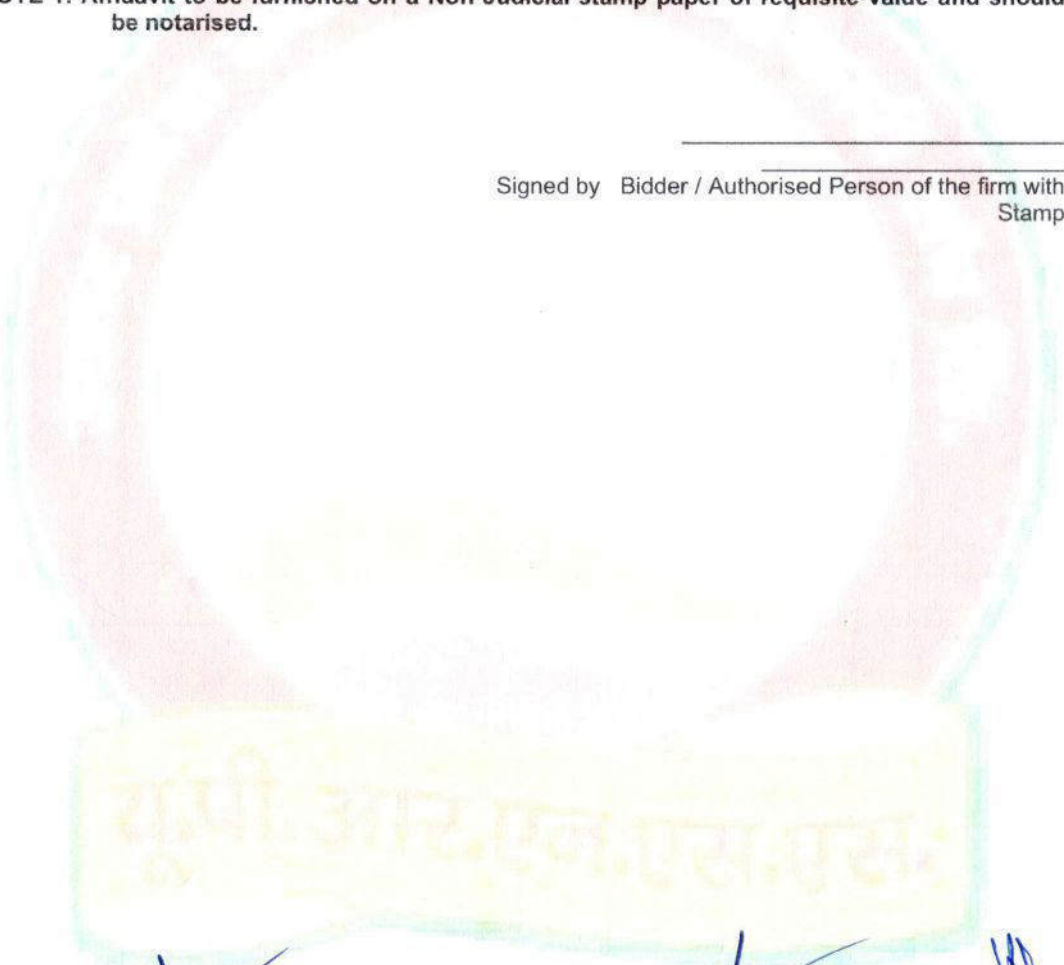


AFFIDAVIT

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of UPRNSS Ltd, then I/We shall be debarred for bidding in UPRNSS Ltd in future, forever. Also, if such a violation comes to the notice of UPRNSS Ltd before the date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of earnest money deposit and performance guarantee.

NOTE 1: Affidavit to be furnished on a Non Judicial stamp paper of requisite value and should be notarised.

Signed by Bidder / Authorised Person of the firm with
Stamp



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Copy of Character Certificate.

यू.पी.आर.एन.एस.एस.

लेखा सहायक
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अधिशासी अभियन्ता
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निर्माण परिक्षेत्र, मेरठ




Copies of Balance Sheet fully certified & Audited by Chartered Accountant

यू.पी.आर.एन.एस.एस.

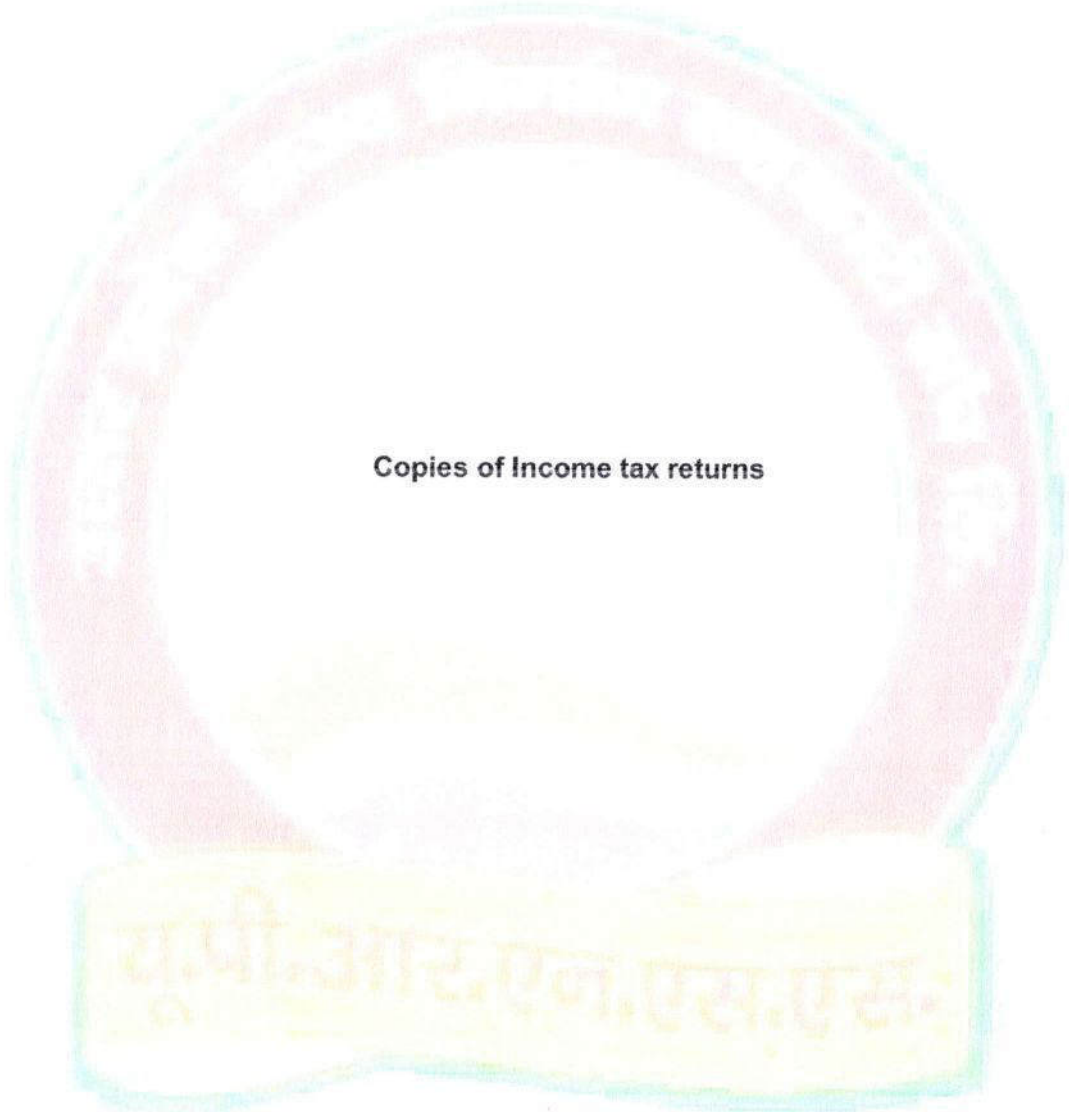

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ
Ravi K


अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


सहायक अभियन्ता
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Copies of Income tax returns


यू.पी.आर.एन.एस.एस.


लेखा सहायक
यू.पी.आर.एन.एस.एस.
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Certificate of registration of GST and acknowledgement of up to date return filed.

यू.पी.आर.एन.एस.एस.

लेखा सहायक
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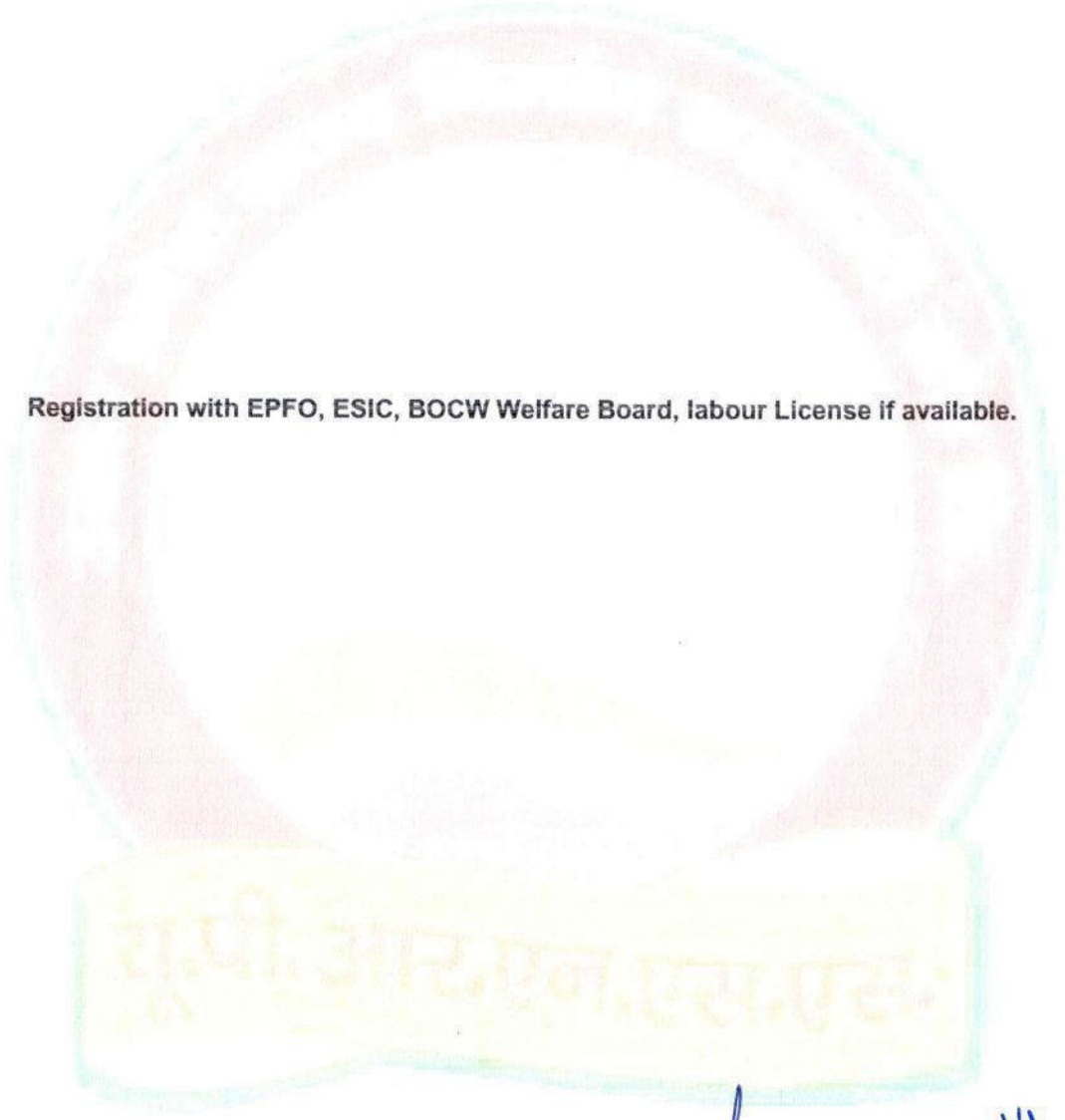
सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिसारि अभियन्ता
यू.पी.आर.एन.एस.एस.
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अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ



Registration with EPFO, ESIC, BOCW Welfare Board, labour License if available.



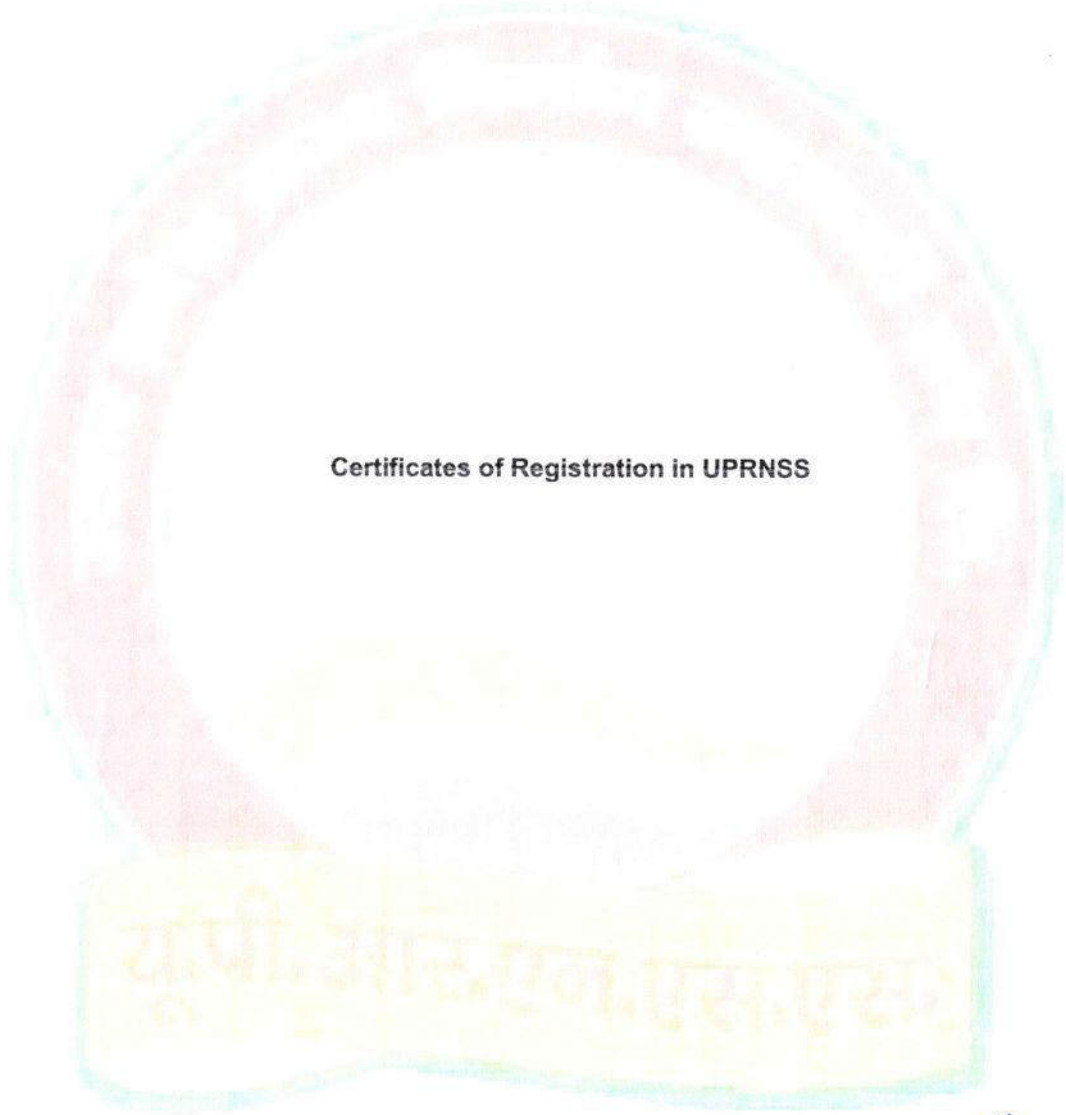
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Certificates of Registration in UPRNSS

यू.पी.आर.एन.एस.एस.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ
Ravi

[Signature]
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Scanned copy of PAN Card issued by Income Tax Department.

यू.पी.आर.एन.एस.एस.

लेखा सहायक

यू.पी.आर.एन.एस.एस.
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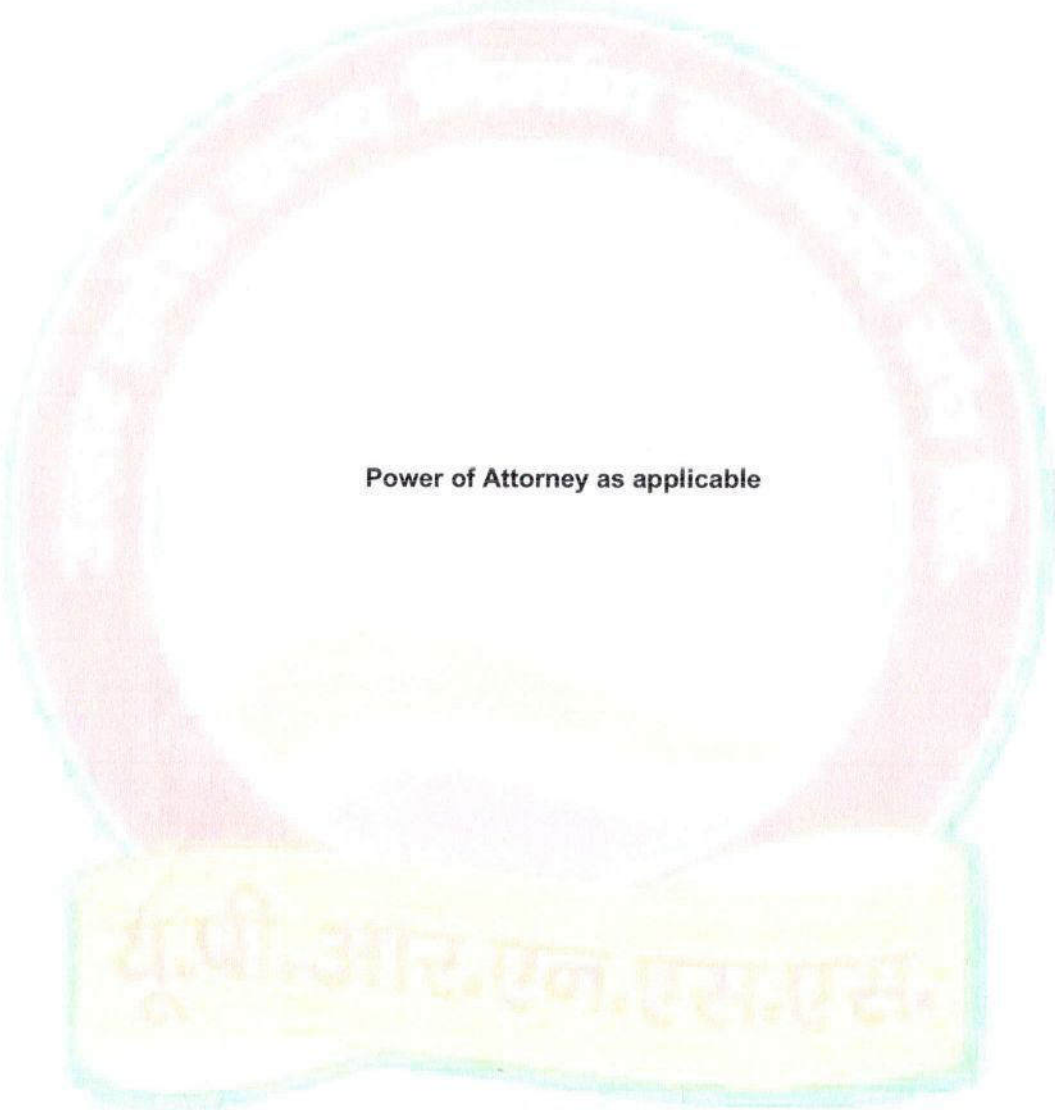
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यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ



Power of Attorney as applicable

यू.पी.आर.एन.एस.एस.


लेखा सहायक
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fasmk


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निर्माण परिक्षेत्र, मेरठ

**To,****FORM-H**

The Superintending Engineer

U.P.R.N.S.S.

Zone:

Subject: Declaration and Certificate of No Outstanding GST Dues.

Respected Sir/Madam,

I/we, M/s, having Goods and Services Tax Registration Number (GSTIN):and PAN Number:,with registered address at,do hereby solemnly affirm and declare as follows:

That I/we have duly filed all requisite Goods and Services Tax (GST) returns in accordance with the provisions of the GST Acts and Rules, pertaining to all previous, ongoing, and completed works awarded and executed under the aegis of the Uttar Pradesh Rajya Nirman Sahkari Sangh Limited (U.P.R.N.S.S.) up to the present date.

Further, I/we declare that there are no pending or outstanding dues, interest, penalties, or liabilities under GST laws as on date, with respect to any work executed under U.P.R.N.S.S. jurisdiction.

I/we do hereby undertake and confirm:

1. That all GST liabilities arising out of any services rendered or supplies made under past and/or ongoing contracts have been duly and fully discharged.
2. That there are no pending dues, penalties, or interest payable to any GST authority or any other competent tax authority with respect to any of the contracts executed under U.P.R.N.S.S.
3. That in the event any past or undisclosed GST liability arises in the future whether due to reassessment, audit, investigation, or otherwise—I/we unconditionally undertake to indemnify and hold harmless the U.P.R.N.S.S. authority, and agree that such liability shall be recoverable from our security deposit and/or any outstanding dues payable to us by U.P.R.N.S.S.
4. That I/we remain fully compliant with all provisions under the Central Goods and Services Tax Act, 2017, the Uttar Pradesh Goods and Services Tax Act, 2017, and the rules made there under, and any amendments made thereto.

I/we further indemnify U.P.R.N.S.S. against any loss, penalty, interest, or liability arises in the future from any concealment, misrepresentation, non-compliance, or suppression of facts with respect to GST obligations. In such a case, the recovery shall be made from the security deposit and/or outstanding bills.

Enclosure: GST Compliance Certificates issued by relevant U.P.R.N.S.S. divisions.

Note-Must be on letter head

Thanking you,

Authorized Signature(With Seal)

Name:

Designation:

Firm Name:

Contact Number:

Email ID:

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

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अधिसास अभियन्ता
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निर्माण परिक्षेत्र, मेरठ

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Uttar Pradesh Rajya Nirman Sahkari Sangh Ltd.

G-4/5 B. Sector-4, Gomti Nagar Vistar, Lucknow – 226 010
(Uttar Pradesh)

Part-B FINANCIAL Bid (PROFORMA OF SCHEDULES)

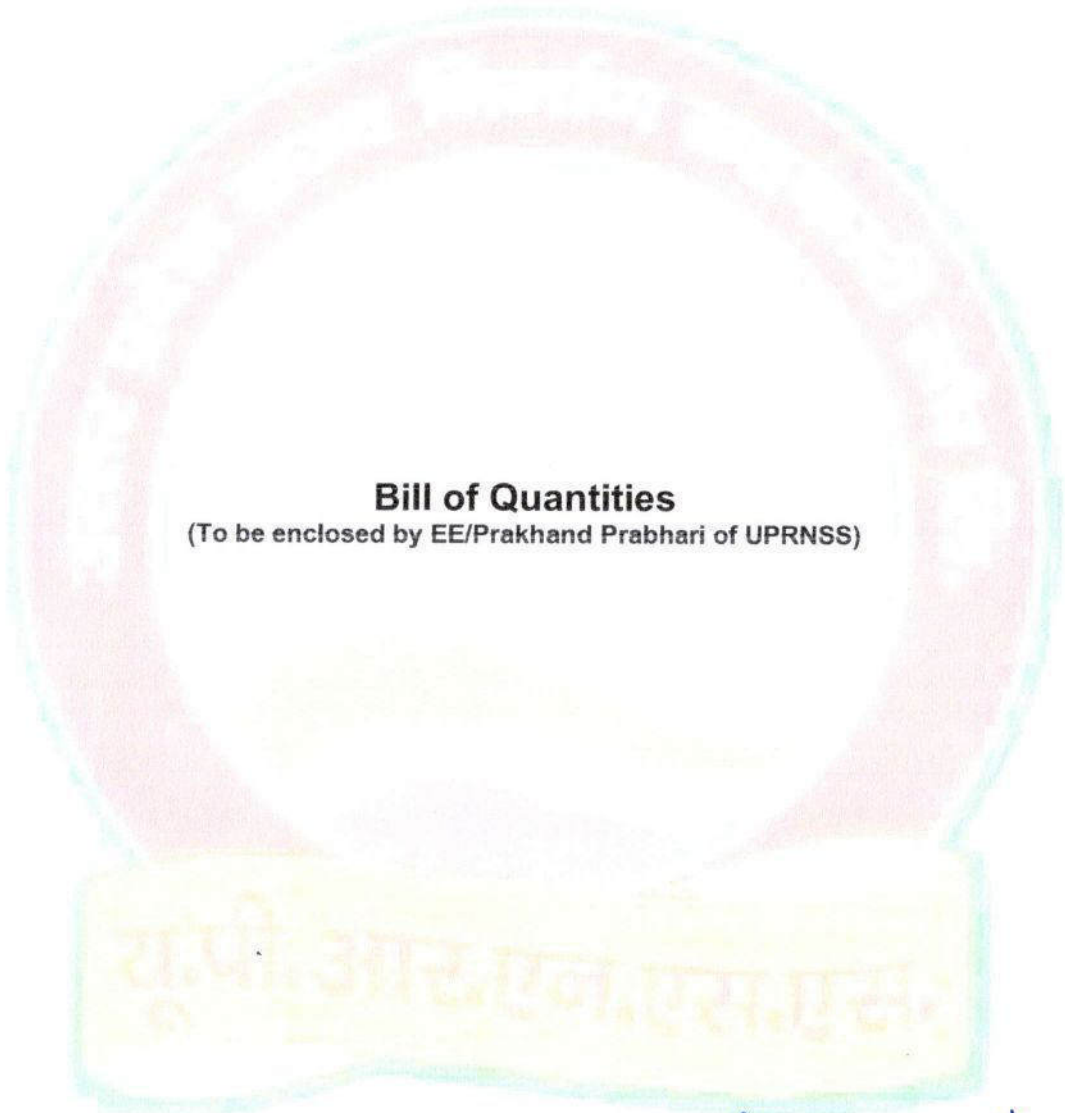
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Bill of Quantities

(To be enclosed by EE/Prakhnd Prabhari of UPRNSS)

यू.पी.आर.एन.एस.एस.


लेखा सहायक
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अधिसूची अभियन्ता
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PROFORMA OF SCHEDULES

SCHEDULE 'A'
Schedule of quantities¹

As per Attached

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

SCHEDULE 'C'

Tools and plants to be hired to the contractor by U.P.R.N.S.S Ltd

S. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work AS PER Attached

SCHEDULE 'E'

Reference to General Conditions of contract: As per attached General Conditions of Contract

Name of Work:		
Estimated cost of the work:	Rs.....	
	Total	Rs.
Earnest money (in Lakh)	Rs. (To be returned after receiving performance guarantee)	
Performance Guarantee	5%... of the tendered value of the work	
Additional performance Guarantee	%... as per tendered value of the work	
Security Deposit	10%... of the tendered value of the work (up to Rs. 40.00 Lacs) 5%... of the tendered value of the work (Above Rs. 40.00 Lacs)	

1Mention all the packages of Civil works/ Specialized Civil works as per BOQ

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SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender Suprintending Engineer/Executive Engineer/Prakhand Prabhari,
..... Maximum percentage for quantity of items of work to be executed beyond which rates are to
be determined in accordance with Clauses 12.2 & 12.3.
As per clause 12 mentioned below

Definitions:

2(v) Engineer-in-Charge	Executive Engineer/Prakhand Prabhari, UPRNSS Ltd, Unit , Project Manager(Elect.), UPRNSS Ltd,Unit, (For Electrical Work)
2(viii) Accepting Authority	S.E./Executive Engineer/Prakhand Prabhari, UPRNSS Ltd
2(x) Percentage on cost of materials and labour to cover all overheads and profits	...% (in case of UPPWD SOR-.....10%) ...% (in case of DSR.....15%)
2(xi) Standard Schedule of Rates: Civil Items of Work:	Updated DSR (Civil) with up to date correction slips / current SORUPPWDand Market Rates
2(xi) Standard Schedule of Rates: Electrical Items of Work:	Updated DSR(Electrical) with up to date correction slips / current SOR UPPWDand Market Rates
2(xii) Department:	UPRNSS Ltd
11(ii) Standard Contract Form:	Based upon GCC

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time & Progress) and applicable Labour Licences, Registration with EPFO, ESIC & BOCW Welfare Board or Proof of applying thereof from the date of issue of letter of acceptance **10 (Ten) days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **15 days***

Clause 2

Authority for fixing compensation under clause 2.

Suprintending Engineer
UPRNSS Ltd

Clause 2A

Whether Clause 2A shall be applicable

Not applicable

Clause 5

.....

Number of days from the date of issue of letter of **15 days** or date of Handing over the site, acceptance for reckoning date of start whichever is later

Milestone(s):

SN	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1			
2			
3	As per Annexure A: TABLE OF MILESTONE(S) attached		
4			

Time allowed for execution of work

Total time:..... months.

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Authority to decide:

(i) Extension of time:

Upto Rs 2.0 cr-----Suprintending Engineer

Above Rs. 2.0 cr ----Chief Engineer

(ii) Rescheduling of mile stones:

Suprintending Engineer UPRNSS Ltd

(iii) Shifting of date of start in case of delay in handing over of site: Suprintending Engineer, UPRNSS Ltd

Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	No hindrance	N.A.
Part B	Portions with encumbrances	No hindrance	N.A.
Part C	Portions dependent on work of other agencies	No hindrance	N.A.

Schedule of issue of Designs

Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tenders
Part A	Portion already included in NIT	Soil Investigation report	Available*
Part B-1	Portions of Architectural Designs to be issued	(a) All architectural drawings without details of Toilet etc	Will be issued at the time of award of work*
Part B-2	Portions of Civil Designs to be issued	(a) Foundation details of Buildings (b) Complete structural drawing of ramp and ...	Will be issued at the time of award of work* Will be issued within 60 days from award of work*
Part B-3	Portions of E&M Designs to be issued	All E&M designs	Will be issued within 60 days from award of work*

* to be filled by Executive Engineer/Prakhand Prabhari

Clause 5.2: Nature of Hindrance Register

Physical / Web-Based / Electronic

Clause 5.4

Contractor should be submitted Bar Chart for works up to 100 lakh, Pert Chart for works beyond 100 lakh within 15 days after awarded of work in Primavera Software.

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

SN	Contract Value	Recovery Rs.
I.	More than Rs. 1 Crore but less than or equal to Rs. 10 Crore	1000
II.	More than Rs. 10 Crores	2500

Clause 6, 6A

Clause (6 or 6A) Clause 6A - (Applicable)

 Clause 7² Applicable

Clause 7A

Whether Clause 7A shall be Applicable:

Yes

2 As per minimum monthly Turnover in Milestone Chart

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Clause 8 B
For delay in submission of Completion plan, the limit shall be as below:

Sl. No.	Contract Value	Limit Rs.
I.	Less than or equal to Rs. 1 Crore	1000
II.	More than Rs. 1 Crore but less than or equal to Rs. 10 Crore	2000
III.	More than Rs. 10 Crores	50000

Clause 9A
Not Applicable
Clause 10A

List of testing equipment to be provided by the contractor at site lab: Minimum requirement as per Annexure B (for works of sanctioned cost above Rs. 10.00 cr only)

Clause 10B (ii) Whether Clause 10 B (ii) shall be applicable
Yes applicable
Clause 10C
Applicable
Clause 11: Specifications to be followed for execution of work:³

For Civil Work	<u>Latest UPPWD / CPWD specifications:2009 Vol 1 & 2 corrected up to last date of bid submission / uploading of tender and manufacturer's specification</u>
For Electrical work	i. Latest UPPWD / CPWD General specifications for Electrical Part 1 (Internal) 2013 ii. Latest UPPWD / CPWD General specifications for Electrical Part 2 (External) 1995 iii. CPWD General specifications for Fire Fighting with Sprinkler System for FF Installation Part V 2006 iv. CPWD General specifications for Fire Alarm System Part 6 v. CPWD General specifications for Passenger Lift 2003 vi. CPWD General specifications for Electrical Sub Station 2013 vii. CPWD General specifications for Air-conditioning viii. CPWD General specifications for DG Set <u>corrected up to last date of bid submission / uploading of tender and manufacturer's specification.</u>
For specialised work	As per attached ⁴

Clause 12
AS PER GCC
Clause 16

Competent Authority for deciding reduced rates.

Suprintending Engineer,UPRNSS Ltd

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site: Minimum requirement as per Annexure C and as per direction of Engineer-in-Charge.
Clause 19K .
Not Applicable.
Clause 25

Place of arbitration:

Lucknow (Uttar Pradesh)
Clause 36 (i) : Requirement of Technical Representative(s) and recovery Rate⁵ As per Table of
³ Specification to be followed as per UPPWD / CPWD as per respective item of works.

⁴ WILL BE INCORPORATED BY THE ENGINEER IN-CHARGE AS PER SCOPE OF WORK.

⁵ Modify the requirement of Technical staff(s) according to nature and cost of work as per Annexure D

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Annexure D

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers. **The Contractor shall submit a certificate(s) (in the form of copy of Form 16 or CPF deduction issued to the engineers employed by him) along with every bill and shall produce evidence anytime so required by Engineer-in-charge.**

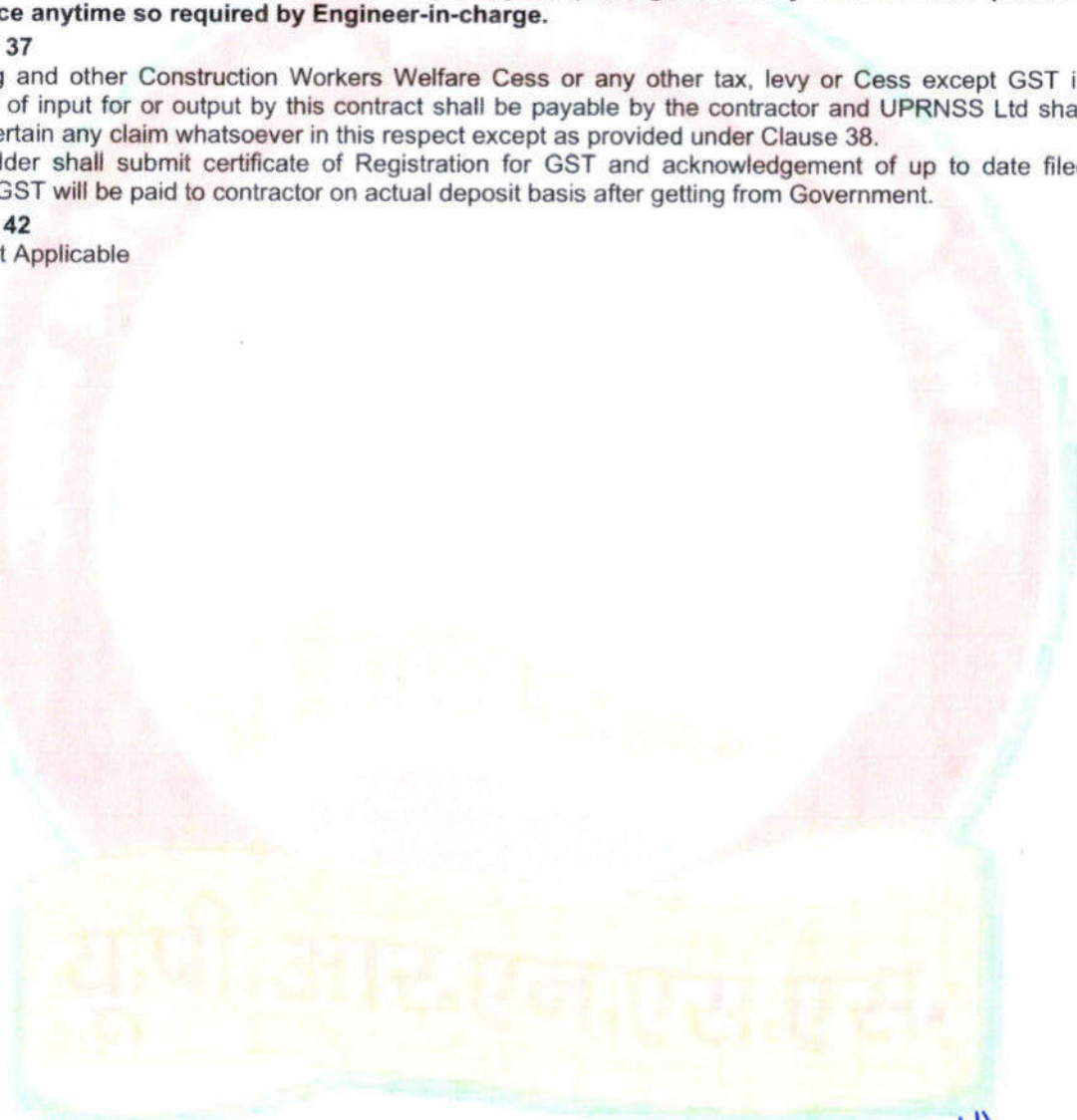
Clause 37

Building and other Construction Workers Welfare Cess or any other tax, levy or Cess except GST in respect of input for or output by this contract shall be payable by the contractor and UPRNSS Ltd shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

The bidder shall submit certificate of Registration for GST and acknowledgement of up to date filed return. GST will be paid to contractor on actual deposit basis after getting from Government.

Clause 42

Not Applicable




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(B) General Guidelines For Fixing Requirement of Technical Staff for A Work

Cost of Work (Rs. in lakh)	Requirement of Technical Staff	Minimum experience (Years)	Nos.	
Qualification	Number			
1000 to 2000	(i) Project Manager with degree in corresponding discipline of Engineering	1	1	Principal Technical Representative
	(ii) Graduate Engineer	1	1	Technical Representative
	(iii) Graduate Engineer Or	1	2	Project/Site Engineer and Project Planning/billing
	Diploma Engineer	2	3	Engineer
500 to 1000	(i) Graduate Engineer	1	1	Principal Technical Representative
	(ii) Graduate Engineer Or	2	1	Project/Site Engineer and
	Diploma Engineer	2	2	Engineer
More than 200 to 500	(i) Graduate Engineer	1	1	Principal Technical Representative
	(ii) Graduate Engineer Or	1	1	Project Planning/ Site/
				billing Engineer
	Diploma Engineer	1	1	
More than 75 to 200	Graduate Engineer	1	1	Principal Technical Representative
	or			
	Diploma Engineer	1	1	(Project Planning/ Site/ billing Engineer)

Notes: 1. 'Cost of work,' in table above, means the agreement amount of the work.

2. Rate of recovery in case of noncompliance of Clause 36(i) is stipulated at following rates:-

Sl. No.	Qualification	Experience (years)	Rate of recovery
(i)	Project Manager with Degree	1	Rs. 30,000/-p.m.
(ii)	Graduate Engineer	2	Rs. 15,000/-p.m.
(iii)	Graduate Engineer	1	Rs. 10,000/-p.m.
(iv)	Diploma Engineer	2	Rs. 10,000/-p.m.
(v)	Diploma Engineer	1	Rs. 8,000/-p.m.

3. Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of requirement of technical staff.

4. Requirement of technical staff and their experience can be varied depending upon nature of work by NIT approving authority with recorded reasons.

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UPRNSS Ltd Unit ,.....

(IN DUPLICATE)

No.....

Date.....

LETTER OF ACCEPTANCE

To, M/s

Subject: Construction of

Dear Sir,

This is to notify you that your tender for the work mentioned above has been accepted by the S.E./E.E./Prakhand prabhari, UPRNSS Ltd on behalf of UPRNSS Ltd at your tendered / negotiated tender amount of Rs..... (Rs.only) which is % below/above the estimated cost of Rs (Rs.only).

You are requested to submit Performance security/guarantee of Rs..... (Rs.....only) within 10 days of the receipt of this letter of acceptance. The Performance Guarantee shall be in the prescribed form and shall be valid up to 6 months beyond the stipulated date of completion. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.

Please note that the time allowed for carrying out the work shall be reckoned from the days after the date of issue of this letter of acceptance or from the first day of the handing over of the site whichever is later.

You are also requested to contact Er⁶. for carrying out the contract and attend this office within days from the date of issue of this letter for the execution of the formal agreement.

This letter of acceptance is being sent to you in duplicate and you are requested to return copy of this letter duly signed and stamped as a token of your acknowledgement and it will constitute a binding contract between us pending execution of formal agreement.

Yours Faithfully

UPRNSS Ltd,

No. & Dated as above

Copy to:-

- 1- Chief Engineer UPRNSS Ltd, G-4/5 B. sector-4 Gomtinagar Vistar, Lucknow – 226010 (UP)
- 2- DGM(F), UPRNSS Ltd,
- 3- AE/ J.E. /Accountant, UPRNSS Ltd,Unit.....

UPRNSS Ltd,

⁶ Mention the name of PM/RE/ARE of the concerned unit of UPRNSS Ltd

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ACCEPTANCE

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

..... (Rupees).

The letters referred to below shall form part of this contract agreement:

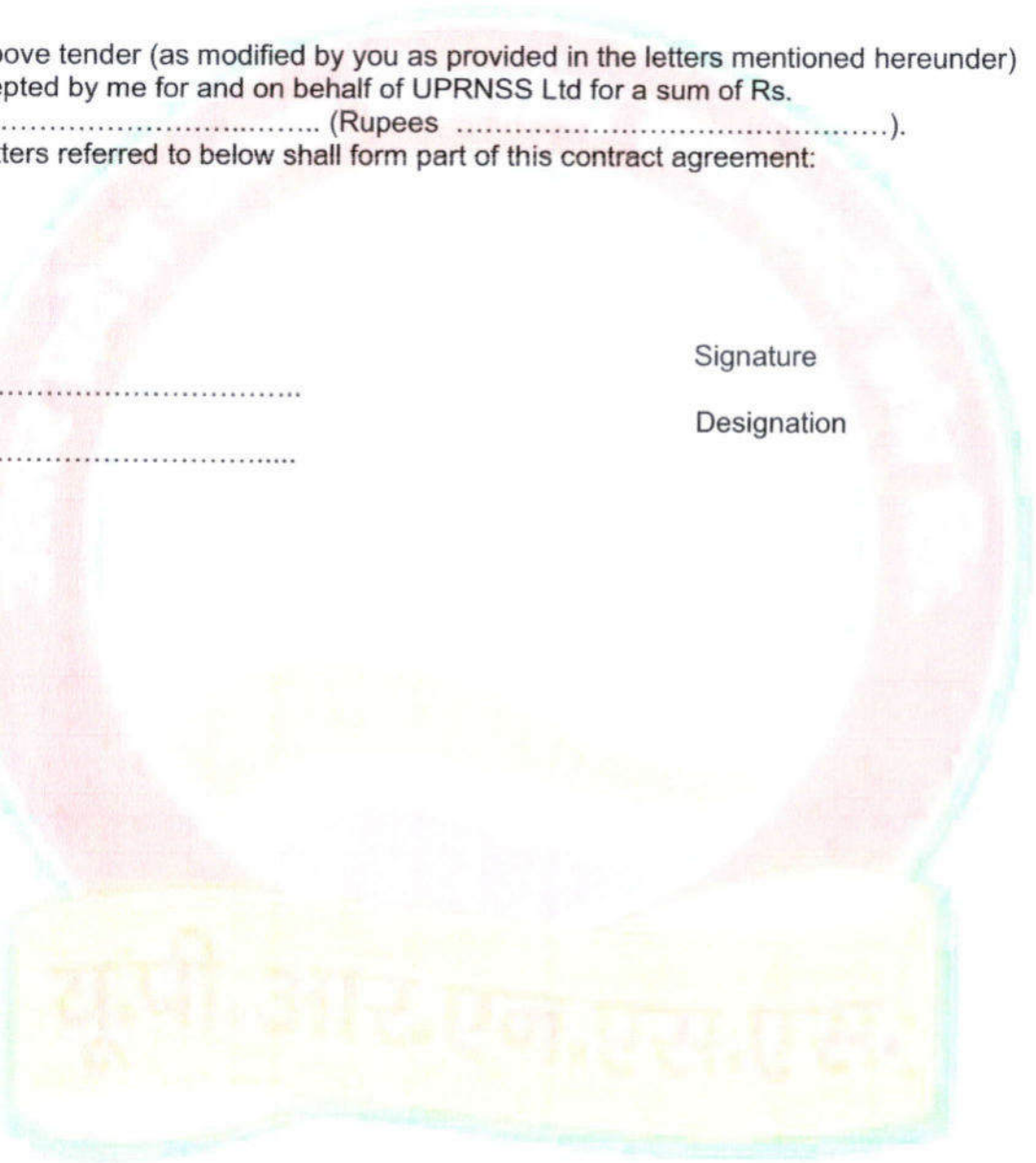
- (a)
- (b)
- (c)

Signature

Dated:

Designation

.....
.....




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अनुबन्ध सं० :-

दिनांक:-

अनुबन्ध-पत्र

यह अनुबन्ध अधीक्षण अभियन्ता, उत्तर प्रदेश राज्य निर्माण सहकारी संघ लि०.....
(जिन्हे आगे संस्था कहा गया है) द्वाराके निर्माण कार्य,
जिसकी निविदा सं०-..... दिनांक-..... एवं टेण्डर
आई०डी० सं०-.....जिसकी लागत.....है, के
कार्य हेतु संस्था एवं M/S -----जिन्हें आगे ठेकेदार कहा गया है) के
मध्य दिनांकको 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 रु०..... है एवं कार्य पूर्णता की तिथि निविदा में अंकित तिथि अनुरूप कार्य आरम्भ होने से रहेगी।
- 2- ठेकेदार को कार्य प्रारम्भ करने के पूर्व सम्बन्धित विभिन्न विभागों (Regulating Authority) यथा (पुरातत्व/विकास प्राधिकरण आदि) से आवश्यकतानुसार क्लीयरेन्स 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 संस्था द्वारा किया जायेगा।
- 3- ठेकेदार से सम्पादित अनुबन्ध पत्र, संस्था 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। अनुबंध के कारण ठेकेदार का कार्य एवं कार्य की भूमि पर किसी प्रकार का स्वामित्व/अधिकार प्राप्त नहीं होगा।
- 4- ठेकेदार द्वारा कार्य का सम्पादन, संस्था द्वारा उपलब्ध कराये गये मानचित्रों, विशिष्टियों एवं संरचना के आधार पर तथा संस्था के उच्चाधिकारियों द्वारा समय-समय पर दिये गये निर्देशों के अनुरूप किया जायेगा तथा संस्था 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/संस्था द्वारा अनुमोदित कराने के पश्चात् ही प्रयोग में लाया जायेगा। ग्राहक विभाग/संस्था 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 Uttar Pradesh Building and other construction workers (Regulation of Employment and Conditions of Service) Rules, 2009 के निर्माण सिल पर

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श्रमिकों हेतु निर्धारित सुरक्षा मानकों का पालन किया जाएगा तथा किसी भी दुर्घटना होने पर ठेकेदार स्वयं उत्तरदायी होगा।

- 7- ठेकेदार द्वारा निर्माण कार्य में प्रयोग की जाने वाली समस्त सामग्री वांछित मानकों के अनुरूप होनी चाहिए। सामग्री की गुणवत्ता के सम्बन्ध में संस्था द्वारा समय-समय पर टेस्ट कराये जाएंगे। जिसका व्यय ठेकेदार के बिलों से समायोजित किया जाएगा। 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 संस्था को होगा।
- 8- 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 संस्था द्वारा किसी भी प्रकार का भुगतान देय नहीं होगा।
- 9- ठेकेदार द्वारा संस्था 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 संस्था को प्रतिपूर्ति किये जाने की दशा में उक्त ठेकेदार को भी इस मद में किये गये व्यय की प्रतिपूर्ति की जायेगी।
- 10- 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 संस्था द्वारा नहीं की जायेगी। यदि उक्त जांच के फलस्वरूप ग्राहक विभाग/संस्था पर कोई आर्थिक दण्ड लगाया जाता है तो उसकी प्रतिपूर्ति ठेकेदार के बिल/जमानत जमा धनराशि से संस्था द्वारा की जायेगी। ठेकेदार के किसी कार्य से ग्राहक विभाग/संस्था 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 संस्था द्वारा की जायेगी।
- 11- ठेकेदार द्वारा निर्माण कार्य/भवन में प्रयोग किये गये उपकरणों की गारण्टी/वारण्टी प्रपत्र एवं विशिष्टियों के पूर्ण विवरण संस्था को भविष्य के सन्दर्भ हेतु उपलब्ध कराया जाना ठेकेदार की बाध्यता होगी।
- 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 संस्था 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।

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- 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, एम्पलॉयर्स लायबिलिटी ऐक्ट, वर्कमैन कम्पन्सेशन ऐक्ट, औद्योगिक विवाद अधिनियम, मेटरनिटी बेनिफिट ऐक्ट, कान्ट्रैक्ट लेबर रेगुलेशन एण्ड एबॉलीशन ऐक्ट, फैंक्ट्री ऐक्ट, वैट तथा सर्विस टैक्स अथवा अन्य कोई संशोधित अधिनियमों एवं उनके प्राविधानों का विधिवत अनुपालन किया जायेगा तथा कार्य स्थलवार श्रमिकों का नियमानुसार पृथक से पंजीकरण कराया जाएगा तथा किसी अधिनियम के किसी प्राविधान का अनुपालन न होने की दशा में सम्बन्धित ठेकेदार पूर्ण रूप से उत्तरदायी होगा।
- 14- विद्युत कार्यों को 'ए' क्लास लाइसेन्स होल्डर से ही सम्पादित कराया जायेगा तथा लाइसेन्स की सत्यापित प्रति कार्य प्रारम्भ के पूर्व ही संस्था 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 संस्था के स्थान पर किसी अन्य एजेन्सी को आवंटित करने का निर्णय ले लिया जाता है तो इस सम्बन्ध में अतिरिक्त लागत हेतु यदि संस्था, ग्राहक विभाग के प्रति किसी भी प्रकार से उत्तरदायी होगा तो वह धनराशि/क्षति जो संस्था को वहन करनी होगी, की प्रतिपूर्ति ठेकेदार के अवशेष बिलों तथा जमानत जमा धनराशि से संस्था 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 संस्था को कोई आर्थिक हानि होती है अथवा ठेकेदार के किसी कार्य से संस्था को अन्य किसी प्रकार से हानि पहुंचती है तो उस क्षति/हानि की प्रतिपूर्ति के लिये ठेकेदार का उत्तरदायित्व होगा। इसके अतिरिक्त संस्था द्वारा ठेकेदार पर पेनाल्टी/कटौती अथवा अन्य किसी मद में डेबिट की जाने वाली ऐसी धनराशि जिसकी वसूली उसके बिलों, सिक्योरिटी अथवा अन्य किसी रूप में सम्भव न होने की स्थिति में, उक्त धनराशि ठेकेदार पर संस्था को देय ऋण के रूप में मानी जायेगी। जिसकी वसूली संस्था 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 संस्था 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 अवशेष कार्य की लागत का 01 प्रतिशत प्रति सप्ताह की दर से लागत की अधिकतम 10 प्रतिशत की सीमा तक पेनाल्टी अधिरोपित की जा सकती है।

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- 20- निर्माण कार्य के दौरान ठेकेदार को होने वाले किसी प्रकार की क्षति के लिये संस्था का कोई भी उत्तरदायित्व अथवा देनदारी नहीं होगी और इस प्रकार का कोई दावा न तो ठेकेदार द्वारा किया जायेगा और न ही संस्था द्वारा स्वीकार किया जायेगा।
- 21- यदि कार्यस्थल पर कार्यरत श्रमिक द्वारा भुगतान प्राप्त न होने की शिकायत की जाती है तथा संस्था द्वारा दिये गये निर्देशों के क्रम में भी ठेकेदार द्वारा लेबर का भुगतान नहीं किया जाता है तो उस दशा में संस्था 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 स्वतः उत्तरदायी होगा एवं उक्त हेतु संस्था 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। इस पर ठेकेदार द्वारा कोई दावा प्रस्तुत नहीं किया जायेगा।
- 25- सम्बन्धित ठेकेदार द्वारा विशिष्ट प्रकृति के कार्य (वाटर प्रुफिंग वर्क, ब्रिक कोवा, एन्डी टरमाईट ट्रीटमेन्ट वर्क, स्वायल टेस्टिंग कार्य, फायर फाइटिंग सिस्टम, ओ0एच0टी0) संस्था में पंजीकृत फर्मों (सूची संलग्न) से ही करवाये जाएंगे तथा सम्बन्धित उक्त फर्म से कार्य कराने के उपरान्त उक्त फर्म का सर्टीफिकेट प्रस्तुत करने के उपरान्त ही फर्म का भुगतान किया जाएगा। यदि पंजीकृत फर्म किसी भी कारण से कार्य करने की स्थिति में नहीं होती है तो ठेकेदार द्वारा प्रस्तुत की जाने वाली फर्म, जो विशिष्ट प्रकृति के कार्यों के पंजीकरण हेतु संस्था द्वारा निर्धारित अर्हताओं को पूरी करती है, को संस्था की पंजीकरण समिति पंजीकृत करा सकती है। उक्त आवेदन प्रखण्ड प्रभारी के माध्यम से ठेकेदार द्वारा प्रस्तुत किया जाएगा।
- 26- संस्था द्वारा ठेकेदार को उपलब्ध करायी गयी बिल आफ क्वांटिटी में उल्लिखित मात्राओं से विचलन होने की स्थिति में संस्था मुख्यालय/ग्राहक विभाग से अनुमोदन एवं धनराशि प्राप्त होने के उपरान्त ही उक्त का भुगतान ठेकेदार को किया जायेगा।
- 27- कार्यस्थल पर उपलब्ध सामग्री (स्टील, सीमेंट, सेन्ड, एग्रीगेट, ब्रिक्स आदि नॉन पेरिसिबिल आइटम) के सापेक्ष ठेकेदार को सिक्योर्ड एडवान्स ठेकेदार के प्रस्तुत सामग्रियों के बिल का 90 प्रतिशत तक अवर अभियन्ता/सहायक अभियन्ता के माप पुस्तिका पर अंकित कर सत्यापन संस्था द्वारा किया जा सकेगा। जिसका समायोजन रनिंग बिल से कर लिया जायेगा। सिक्योर्ड एडवान्स जिन सामग्रियों हेतु दिया जायेगा उनकी सुरक्षा का पूर्ण उत्तरदायित्व ठेकेदार का होगा।
- 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

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- संस्था 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 कटौतियाँ 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 संस्था द्वारा स्वयं सम्पादित कराकर आने वाले व्यय की वसूली ठेकेदार की जमा सिक्योरिटी धनराशि से कर ली जायेगी।
- 31— कार्य पूर्ण होने पर ठेकेदार द्वारा संस्था को पूर्ण कार्य का अन्तिम बिल संस्था द्वारा निर्धारित प्रारूप पर अन्य वांछित सूचनाओं/विवरण के साथ उपलब्ध कराया जाना अनिवार्य होगा।
- 32— यदि ग्राहक विभाग द्वारा संस्था के बिल से रिटेन्शनमनी/अन्य कोई कटौतियाँ 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 शेड्यूल आदि से सम्बन्धित सम्पूर्ण प्रक्रिया जो संस्था/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 संस्था 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 संस्था द्वारा कार्यस्थल पर कब्जा प्राप्त कर लिया जायेगा जिसका पूर्ण उत्तरदायित्व ठेकेदार का होगा।
- 35— ठेकेदार द्वारा संस्था से अनुमोदित अथवा एस0ओ0आर0 में प्रदर्शित ब्रान्ड/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 पश्चात् 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।

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- 37- संस्था एवं ठेकेदार के मध्य विवाद का निपटारा उ0प्र0 सहकारी समिति अधिनियम 1965 की धारा 70 के अन्तर्गत किया जाएगा। इस हेतु उ0प्र0 की सीमाक्षेत्र के पते पर पंजीकृत प्रत्येक ठेकेदार को अनिवार्य रूप से संस्था का नाम मात्रिक सदस्य बनाया जाएगा।
- 38- 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 संस्था को करनी होगी।
- 39- 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। यदि ग्राहक विभाग द्वारा समय से धन नहीं उपलब्ध कराया जाता है अथवा किसी ऐसे अन्य कारण जो संस्था के नियन्त्रण से बाहर हो, के कारण से निर्माण कार्य में व्यवधान उत्पन्न होता है, तो कार्य पूर्ण करने की अवधि में बढ़ोत्तरी पर विचार किया जा सकता है। इसके अतिरिक्त 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।
- 40- यदि ग्राहक विभाग एवं संस्था 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।
- 41- 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।
- 42- ठेकेदार की असामयिक मृत्यु होने की दशा में मृत्यु की तिथि से यह अनुबन्ध स्वतः निरस्त माना जाएगा तथा ठेकेदार द्वारा कराये गये कार्यों का मूल्यांकन कराते हुए अवशेष कार्यों को कराये जाने हेतु नियमानुसार अग्रेतर कार्यवाही हेतु संघ स्वतन्त्र होगा।
- 43- मृत्यु की दशा में मूल्यांकन के उपरान्त ठेकेदार के विधिक उत्तराधिकारी से लेन देन का समायोजन करते हुए भुगतान की कार्यवाही की जाएगी।
- 44- प्रत्येक 15 दिवस के अन्तराल पर निर्माण परियोजना के फोटोग्राफ सम्बन्धित ठेकेदार द्वारा संस्था के पोर्टल पर अपलोड किया जाएगा।
- 45- किसी भी फर्म/कान्ट्रेक्टर द्वारा अपना जी0एस0टी0 सम्बन्धी सेल्स का रिटर्न जी0एस0टी0आर01/जी0एस0टी0आर01 1एफ0एफ0 प्रत्येक दशा में मासिक फाइल किया जाना अनिवार्य है। फर्म/ठेकेदार द्वारा जी0एस0टी0 सम्बन्धी रिटर्न निर्धारित अवधि (बिल प्रस्तुत किये जाने के अगले माह के 11 तारीख तक) के अन्तर्गत संस्था के जी0एस0टी0 नं0 09AAAAU2337D1ZQ पर B2B इनवॉइस दर्शित करते हुए फाइल किया जाना अनिवार्य है।
- 46- किसी भी फर्म/ठेकेदार द्वारा अपनी जी0एस0टी0 सम्बन्धी देयता का भुगतान सरकार को समय से किया जाना अनिवार्य है।
- 47- किसी भी फर्म/ठेकेदार द्वारा अपना जी0एस0टी0आर01 त्रैमासिक फाइल नहीं किया जाएगा। यदि किसी भी फर्म/ठेकेदार द्वारा अपना जी0एस0टी0आर01 त्रैमासिक


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फाइल किया जाएगा तो ऐसी दशा में संस्था को उन फर्मों/ठेकेदारों के विरुद्ध नोटिस जारी किये जाने एवं पेनाल्टी लगाये जाने का अधिकार होगा।

ठेकेदार की ओर से

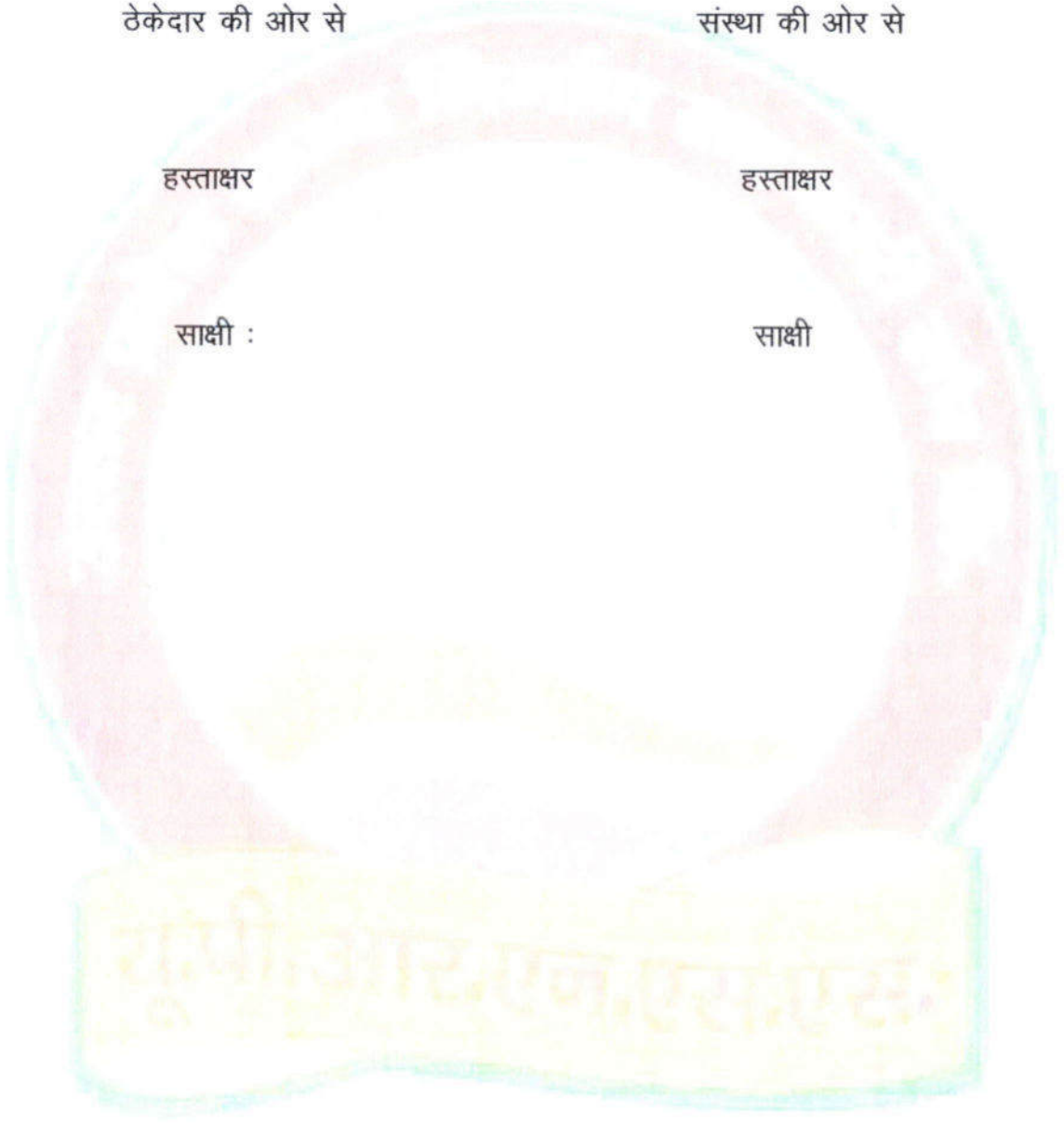
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**UTTAR PRADESH RAJYA NIRMAN SAHKARI
SANGH Ltd.**

Part-C

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

GUIDELINES FOR USE OF THE STANDARD FORM

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders".
Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender or item rate tender.
2. NIT for e-Tendering, Information and Instruction for Bidders for e-Tendering forming part of the Bid Document and to be posted on website, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (NIT for e-Tendering) and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT)/ Bidding Document shall fill up all the blanks in "NIT for e-Tendering" and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates on the basis of Schedule A (i.e. Schedule of Quantities).
6. The Performa for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderer by concerned Prakhhand Prabhari.

GENERAL RULES AND DIRECTIONS

General Rules & Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers or posted on website as the case may be.

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

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to be deposited with the tender, 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.

2. In the event of the tender being uploaded 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, 1932**.

3 Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where all partner have 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.

**Applicable for Item
Rate Tender only**

4 Any person who uploads a tender shall upload, stating at what rate he is willing to undertake each item of 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 upload separate tender for each.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest

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tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of General Manager of the Zone, Project Manager(s) in-charge of major & minor component(s) (also Project Manager in case Horticulture work is also included in the tender), Staff Officer of the Zone and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 100% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 100% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Applicable for

4 A. Applicable for Percentage Rate Tender only

Percentage Rate

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender uploaded shall be treated as invalid if :-

Tender only

1. The contractor does not quote percentage above/below on

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the total amount of tender or any section/sub head of the tender.

2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

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.

4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 100% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Suprintending Engineer of the Zone, PM(s) in-charge of major & minor component(s) (also PM in case Horticulture work is also included in the tender), SO of the Zone & the lowest contractors those have quoted

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equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 100% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5 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 be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in 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.

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.

7 The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.


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 tenderer shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.


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9A Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

**Applicable for Item
Rate Tender only**

10 In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

**Applicable for
percentage
Rate Tender only**

10 A. In case of 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, so that there is no discrepancy.

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 Item
Rate Tender only**

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a

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way that interpolation is not possible.

The total amount should be written both in figures and in words. 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. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for
Percentage Rate
Tender only

12 A. In Percentage Rate Tender, 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. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

13. (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of NSC / Fixed Deposit Receipts or Guarantee Bonds of any Nationalised bank/ Scheduled Commercial Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5 % of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Nationalised bank/ Scheduled Commercial Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

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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 or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

16. The contractor shall give a list of UPRNSS LTD. employees related to him.


17. The tender for the work shall not be witnessed by a contractor or a contractor 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.

18. 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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19 The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name of Department and particulars of Unit where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

20. 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 he fails to do so, his failure will be a breach of the contract and the SE/Prakhand Prabhari 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 of UPRNSS Ltd on behalf of UPRNSS 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 expression **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 other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **President** means the President of India and his successors. The **Governor** means the Governor of the state and his successors. The **Managing Director** means The Managing Director of Uttar Pradesh Rajya Nirman Sahkari Sangh Ltd (UPRNSS Ltd) and his successors.
 - v) The **Engineer-in-charge (EIC)** means the Engineer / Officer as mentioned in **Schedule-F** here under, authorised by the Department i.e. UPRNSS Ltd, who shall supervise and will be In-charge of the work.
 - vi) The **UPRNSS Ltd** means Uttar Pradesh Rajya Nirman

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- vii) The term '**Managing Director**' includes **Additional Managing Director(s)** also.
- viii) The **Accepting Authority** shall mean the authority mentioned in **Schedule-F**.
- ix) The **Expected risk are** risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts 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 UPRNSS Ltd of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to UPRNSS Ltd's faulty design of work.
- x) **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 **Schedule-F** to cover, all overheads and profits.
- Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.**
- xi) **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 UPRNSS Ltd mentioned in **Schedule-F** hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xii) The **Department** means UPRNSS Ltd Lucknow and shall include their legal representatives, nominee, employees and permitted agencies who invite tenders on behalf of UPRNSS Ltd Lucknow .
- xiii) **District Specifications** means the specifications/norms followed by the State Government/Local Body/Other Govt Agencies in the area where the work is to be executed
- xiv) **Tendered Value** means the accepted value of the entire work as stipulated in the letter of award.
- xv) **Date of commencement of work:** The date of

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commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

- xvi) **GST** shall mean Goods and Service Tax - Central, State and Inter State.
- xvii) The **Client/Owner** shall mean administrative department of respective State Government / India, represented by its designated Officer/Officers/Officials.
- xviii) The **Consultant / Project Consultant** shall mean consultant appointed by the UPRNSS Ltd Lucknow, having its corporate office at Vibhuti Khand Gomti Nagar Lucknow for implementing of the Project
- xix) **Specifications** means the specification mentioned in Schedule-F and, included and / or referred to in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor. DSR means **Delhi Schedule of Rates**.
- xx) **Month** means calendar month without regard to the number of days worked or not worked in that month.
- xxi) **Week** means seven calendar days without regard to the number of hours worked or not worked in any day in that week.
- xxii) **Day** means a calendar day of 24 hours (beginning and ending at 00 hrs. and 24 hrs. Respectively) irrespective of number of hours worked or not worked in that day.
- xxiii) **Bill of Quantities or Schedule of items** means the schedule and quantities of items, materials and rates, summaries etc priced and completed and as finally accepted.
- xxiv) **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Act amending such original.
- xxv) **Approved** means approved in writing, including subsequent written information of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- xxvi) **As directed** means the direction given by the Engineer In-Charge on behalf of Owner.
- xxvii) **Constructional Plant** means all appliances or things of whatsoever nature required in or about the execution or

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maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.

- xxviii) **Material** means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.
- xxix) **Drawings** means the drawings prepared and issued by the Consultant and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the Consultant.
- xxx) **I.S.** means latest revision of particular 'Indian Standards specification issued by Bureau of Indian Standards.
- xxxi) **Notice in writing or written notice** shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ 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.
- xxxii) **Permanent Works** means the permanent works to be executed (including Plant) in accordance with the Contract.
- xxxiii) **Temporary Works** means all temporary works of every kind required in to start or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- xxxiv) **Urgent Works** means any urgent works which in the opinion of the UPRNSS Ltd/ Client/Owner becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the UPRNSS / Client/Owner may find it necessary.
- xxxv) **Net Prices** If in arriving at the contract amount or contract sum, the Contractor shall have added or deducted from the total amount of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime cost items and provisional sums

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of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

xxxvi) **Employer** means UPRNSS Ltd with its Head Office at Lucknow and shall include their legal representatives, nominee, employees and permitted agencies who invite tenders on behalf of UPRNSS Ltd

Scope and Performances

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 contract documents except standard specifications, Schedule of rates and such other printed and published documents, 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.

Works 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 description given in the Schedule of Quantities (Schedule 'A') shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour(s) necessary in and for the full 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 price quoted in the Schedule of Quantities (Schedule 'A'), which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

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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 drawings and figured dimensions in preference to scale and specific 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 / Bill of Quantities
- ii) Particular specification and Specific Condition, if any.
- iii) Drawings
- iv) Latest Specifications
- v) Indian Standard Specifications of Bureau of Indian Standards.
- vi) Manufacturer's specifications as decided by Engineer in Charge
- vii) For items not covered by any of the above, the work shall be done, as per sound Engineering practices and as directed by the Engineer-in-charge.

8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, accepting Authority shall be 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 there from 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 obligation under the contract.

9 The successful bidder /contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 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) Standard GCC Form as mentioned in **Schedule 'F'** consisting of:

(a) Various standard clauses with corrections up to the date

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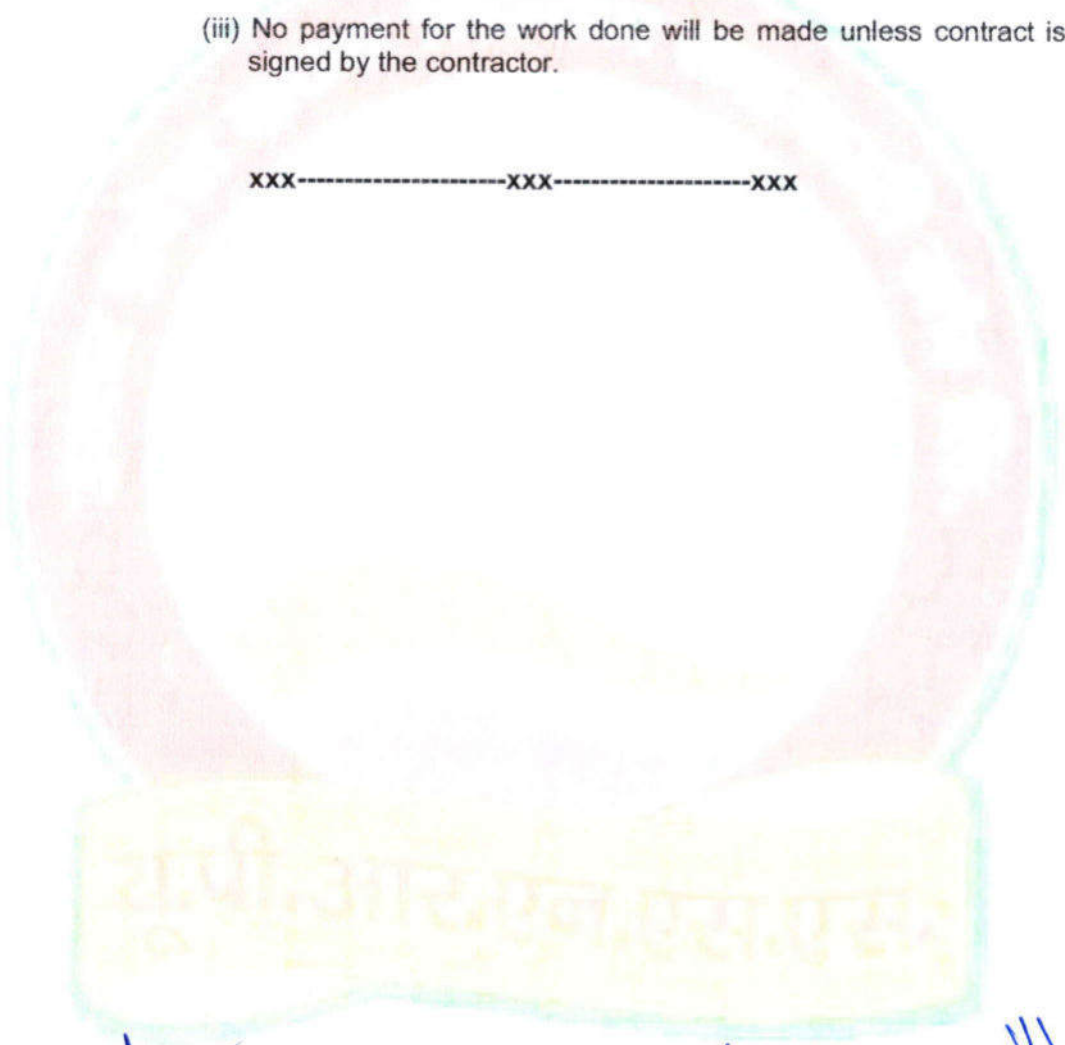
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stipulated in **Schedule 'F'** along with annexure thereto.

- (b) Safety Code.
- (c) Model Rules for the protection of health, sanitary arrangements for workers employed by Department or its contractors.
- (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.

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CLAUSES OF CONTRACT

Performance Guarantee

CLAUSE 1

(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 up to 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 NSC / Fixed Deposit Receipts (pledged in favour of UPRNSS Ltd) of any Nationalized bank/Scheduled commercial Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of SBI/Scheduled Bank is furnished by the contractor to UPRNSS 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 UPRNSS Ltd to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to 6 months beyond stipulated date of completion. 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. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which

UPRNSS Ltd is entitled under the contract (notwithstanding 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

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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 UPRNSS 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) Additional Performance Security:

If the Bid of the successful bidder is unbalanced in relation to the Engineers estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices. After evaluation of the price analysis the Employer may require that the amount of the performance guarantee set forth in Clause 1 of the bid document, be increased at the expense of the successful bidder to an level sufficient to protect the employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the Additional performance Security shall be decided as per sl no-2 of following criteria,

SN	Details	Additional Performance Guarantee
1	Up to 10% below tender value	5%(Performance Guarantee)
2	For more than 10% below tender value	5% +1% for each 1% after 10% below tender value

Which shall be final binding and conclusive on the bidder.

(v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee including additional guarantee shall stand forfeited in full and shall be absolutely at the disposal of UPRNSS Ltd

(vi) The additional Performance Guarantee for unbalance bids as detailed in Clause 1 of the Conditions of Contract is repaid to the Contractor when the construction work is complete in all respect.

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(vii) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge.

The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

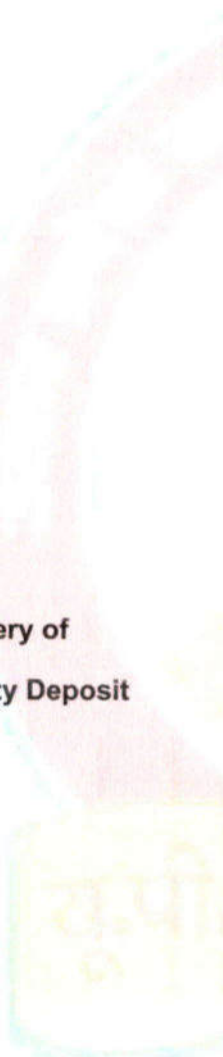
This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of SE.

After: recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

**Recovery of
Security Deposit**

CLAUSE 1 A The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit UPRNSS 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 and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by UPRNSS Ltd by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts. In case a fixed deposit (in favour of UP Rajya Nirman Sahkari Sangh Ltd., Head Office, payable at Lucknow) receipt of SBI/Scheduled Commercial Bank is furnished by the contractor to UPRNSS 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 UPRNSS Ltd to make good the deficit.



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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 there from, or from any sums which may be due to or may become due to the contractor by UPRNSS 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 Nationalized bank/ Scheduled Commercial Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of (in favour of UP Rajya Nirman Sahkari sangh Ltd., Head Office, payable at Lucknow), 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 and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a SBI/Nationalized bank/ Scheduled Commercial Bank/U.P. Cooporative 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 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Opening of Separate Bank Account for the Project

CLAUSE 1B The Contractor shall maintain a separate account with a SBI/Scheduled Commercial Bank/U.P. Cooporative Bank for the purpose of receiving all the payments under the Contract, and for Utilization of

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payments received from the UPRNSS for the disbursement to sub-contractors, sub-vendors, PRW's suppliers etc. for this contract. The Contractor shall maintain separate books of account for all payments under this contract and the Engineer-in-Charge shall access to it at all times.

For tracking of utilization of funds received from the UPRNSS, the contractor shall submit a monthly statement by 7th of every month to the Engineer-in-Charge certifying the transactions pertaining to the above account along with Purpose of such transactions.

In case the Contractor wants to withdraw funds from the above bank account for any purpose other than the Contract, he shall be required to submit an undertaking to the Engineer-in-Charge certifying that all due statutory payments, labour payments and payments to all his sub-contractors/ vendors have been disbursed by him corresponding to the total payment received under the contract.

**Compensation
for Delay**

CLAUSE 2

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 justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to UPRNSS Ltd on account of such breach, contractor has to pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

(i) Compensation @ 1 % per month of delay for delay of work 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 Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

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In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in **Schedule F**, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with UPRNSS Ltd In case, the contractor does not achieve a particular milestone

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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 as above. With-holding 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.

**When Contract
can be
Determined**

CLAUSE 3

Subject to other provisions contained in this clause, the UPRNSS 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 un-workman 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 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 or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his


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own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.


(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 Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing 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 UPRNSS Ltd

(vi) If the contractor shall enter into a contract with UPRNSS 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 had secured the contract with UPRNSS LTD as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(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


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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 (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), 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.

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

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination 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 UPRNSS Ltd

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the


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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 or one month whichever is higher, either party may close the contract by

giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within **30 days**.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Contractor liable to pay Compensation even if action not taken under Clause 3


CLAUSE 4

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 hereof and such powers shall


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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 works, foreman or other authorized 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.

Time and Extension
for Delay


CLAUSE 5

Time allowed for first LOP is 12 Months. The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and


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shall be absolutely at the disposal of UPRNSS Ltd without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within twenty one days of award of work and in consideration of

a) Schedule of handing over of site as specified in the Schedule 'F'

b) Schedule of issue of designs as specified in the Schedule 'F'

(i) The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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 Schedule 'F'.

(ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which

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a recovery Rs. 1000/- (for works costing 1.0 cr to 10.0 cr) / Rs. 2500/- (for works costing more than Rs. 10 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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, if which are the responsibility of UPRNSS Ltd to supply or
- (vii) non-availability or break down of tools and Plant if to be supplied or supplied by UPRNSS Ltd

Or

(viii) Any other cause like above which, in the reasoned opinion 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 for entry in the hindrance register (physical or web-based as prescribed in **Schedule F**) but shall nevertheless 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by UPRNSS Ltd or for someone for whose action UPRNSS Ltd is responsible, the contractor may immediately give notice thereof in writing to

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the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time Engineer-in-Charge after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Milestones or 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 forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than **10%** of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in

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Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

**Measurements of
Work Done**

CLAUSE 6

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 authorized representative and by the contractor or his authorized 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 authorized 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 UPRNSS Ltd shall not entertain any claim from contractor for any

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loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized 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 authorized representative in charge 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 authorized 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 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 authorized representative may cause either themselves or through another officer of UPRNSS Ltd to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of

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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 relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**Computerized
Measurement
Book**

CLAUSE 6A

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(MB) having pages of A-4 size as per the format of UPRNSS Ltd 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 authorized 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 UPRNSS Ltd a computerized measurement book(MB), duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would


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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 UPRNSS Ltd. Thereafter, the MB shall be taken in the Unit Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Unit Office for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers the Engineer-in-Charge or his authorized representative or UPRNSS Ltd.

The contractor shall also submit to the Engineer-in-Charge or his authorized representative or UPRNSS Ltd 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 Unit 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 authorized representative in charge of the work before covering up or otherwise

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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 authorized 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 authorized representative may cause either themselves or through another officer of UPRNSS Ltd 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.


Payment on
Intermediate
Certificate to be
Regarded as
Advances

CLAUSE 7

No payment shall be made for work, estimated to cost Rs. One Lakh 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. One Lakh, 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 UPRNSS Ltd 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 Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is


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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, 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.

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 anyway 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 UPRNSS Ltd 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.

Payments in Composite Contracts

In case of composite tenders, running payment for the major component shall be made by Engineer-in-Charge of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the

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main contractor.

Payments in
composite
Contracts

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A / final bill due to main contractor as the case may be.

Clause 7 A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC, GST and BOCW Welfare Board, whatever applicable is submitted by the contractor to the Engineer-in-Charge.

Completion
Certificate and
Completion Plans

CLAUSE 8

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 workpeople 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

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with the requirements of this Clause as to removal of scaffolding, surplus material sand 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 realized by the sale thereof.

Contractor to Keep

CLAUSE 8A

Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color 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.

Completion Plans to be Submitted by the Contractor

CLAUSE 8B

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2013 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 of 0.1 % of Tenders Value or limit prescribed in **Schedule F** whichever is more as may be fixed by concerned and in this respect the decision of the S.E., UPRNSS Ltd shall be final and binding on the contractor.

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare

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such plans.

Payment of

CLAUSE 9

Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, **complete in all respect** with account of materials issued by UPRNSS Ltd and dismantled materials.

Payment of

CLAUSE 9A

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 recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization 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 recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by UPRNSS Ltd or his signature on the bill or other claim preferred against UPRNSS 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 recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized 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 recognized financial institutions.

Nothing herein contained shall operate to create in favour

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of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the client.

Provided always that provision of this Clause 9A shall be applicable only when so provided in 'Schedule F'.

**Materials supplied
by UPRNSS Ltd**

CLAUSE 10

Materials which UPRNSS Ltd will supply are shown in **Schedule 'B'** which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge, which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of

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Ravi K



recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/materials so supplied to the contractor or procured with the assistance of UPRNSS Ltd shall remain the absolute property of UPRNSS Ltd and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to UPRNSS Ltd for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by UPRNSS Ltd within the original scheduled time for completion of the work plus 50% thereof or schedule time

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plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

**Materials to be
provided by the
Contractor**

CLAUSE 10A

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

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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 otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at 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 require the removal from the premises of 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 at least with the testing equipment as specified in **Schedule F**.

Secured Advance
on Non-perishable

CLAUSE 10B

(i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials

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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 weather or other causes but 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

**Mobilization
Advance**

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer -in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Nationalized bank/ Scheduled Commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Nationalized bank/ Scheduled Commercial Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

Plant Machinery &

(iii) An advance for plant, machinery & shuttering material

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**Shuttering Material
Advance**

required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and

machinery which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 75% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of secondhand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/-. Seventy Five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order;

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(c) hypothecated to UPRNSS Ltd as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

**Interest &
Recovery**

(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

CLAUSE 10 C

Escalation

Tender of complete bill of quantity of project is uploaded. If client releases full sanctioned amount of project in time on current schedule of rates, the bidder has to complete the work on sanctioned rates. But if a part of sanctioned cost is released by client after revision of PWD SOR(Schedule of Rates) and in the same time revised estimate is also sanctioned by the client then corresponding to revised

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sanctioned rates, the rates of the corresponding part of tender shall be revised with other conditions of primary tender remains unchanged. If even after the revision of PWD SOR(Schedule of Rates) client does not sanction revised estimate, then bidder is bound to complete the full work on tender rates.

Dismantled

CLAUSE 10 D

**Material UPRNSS Ltd
Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as UPRNSS Ltd's property and such materials shall be disposed off to the best advantage of UPRNSS Ltd according to the instructions in writing issued by the Engineer-in-Charge.

Work to be

CLAUSE 11

Executed in

Accordance with

Specifications,

Drawings, Orders

etc

The contractor shall execute the whole and every part of the work in the most substantial and workman 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 instructions 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, designs, drawings and instructions as are not included in the standard specifications as specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools 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.

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Deviations/

Variations/ Extra Item

CLAUSE 12 :

- 12.1 The Engineer shall, having regard to the scope of the works and sanctioned estimated cost, have power to order in writing, variations with in the sanctioned items of EFC & T.S he considers necessary or advisable during the progress of the works. Such variations shall form part of the contract and the contractor shall carry them out and include them in updated programmes produced by the contractor. Oral orders of the engineer for variations, unless followed by written confirmation shall not be taken into account.
- 12.2 If rates for variations/supplement items are specified in bill of quantity, the contractor shall carry out such work at the same rate. This shall apply for variations of all quantities
- 12.3 If the rates for variations/supplement items are not specified in the bill of quantities, the engineer shall derive the rate from similar items in the bill of quantities.
- 12.4 The items not covered in bill of quantity of original NIT will be treated as extra items for which rates can be determined schedule of rates of the district public work division/DSR which ever applicable in NIT. If the rates are not available in SOR/DSR, it will be analysed by Engineer incharge as per market rates and get approved from Chief Engineer, UPRNSS and the decision of the Chief Engineer on the rate so determined shall be final and binding on the contractor.

Foreclosure of

contract due to

Abandonment or

Reduction in

Scope of Work

CLAUSE 13

If at any time after acceptance of the tender, UPRNSS decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. 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 works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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The contractor shall be paid at contract rates, full amount for work executed at site.

Nothing extra shall be paid to contractor by the Engineer – in – Charge for any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks which could not be utilised on the work to the full extent in the view of foreclosure;

UPRNSS shall have the option to take over contractor's materials or any part of thereof brought to site .For materials taken over by UPRNSS, cost of such materials as detailed by Engineer –in – Charge shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

If any materials supplied by the UPRNSS are rendered surplus, the same except normal wastage shall be returned by the contractor to the UPRNSS 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 UPRNSS Ltd stores, if so required by UPRNSS Ltd, shall be paid.

Any new item (not covered under this tender document) introduced & sanctioned by Government as new or as replacement of existing item due to technical reason (or any other reason) may or may not be included in the scope of work of this tender/contract. UPRNSS reserves the full right, without being liable for any damages or obligation, to get it executed separately.

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 UPRNSS Ltd from the contractor under the terms of the contract.

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In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 365 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Carrying out part work at risk & cost of contractor

Clause 14

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to another right or remedy against the contractor which have either accrued or accrue thereafter to UPRNSS Ltd, by a notice in writing to take the part work / part incomplete work of any item(s)out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc, thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the


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contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by UPRNSS Ltd because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by UPRNSS Ltd are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by UPRNSS Ltd in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by UPRNSS Ltd as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to UPRNSS Ltd in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is in sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Suspension of

Work

CLAUSE 15

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) In the event of the contractor treating the suspension as an abandonment of the contract by UPRNSS Ltd, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the

work in full but which he could not derive in

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onsequence of the abandonment.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, the shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Compensation in case
of Delay of Supply of

CLAUSE 15 A

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Material by UPRNSS Ltd

The contractor shall not be entitled to claim any compensation from UPRNSS Ltd for the loss suffered by him on account of delay by UPRNSS Ltd in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of UPRNSS Ltd .

This clause 15 A will not be applicable for works where no material is stipulated.

Action in case Work not done as per Specifications

CLAUSE 16

All works 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 authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of UPRNSS Ltd or any organization engaged by UPRNSS Ltd for Quality Assurance or the Chief Technical Examiner's Office, and the contractor shall, at all times, 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 duly accredited in writing, present for that purpose. Orders 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 authorized subordinates in-charge of the worker to the Officer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by UPRNSS Ltd for Quality Assurance. Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided 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 Lakh and below except roadwork) 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

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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 Schedule 'F' 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 items 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.

**Contractor Liable
for Damages,
defects during
defect liability
period**

CLAUSE 17

If the contractor or his working people or servants shall break, deface, injure or destroy any 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 Lakhs 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 materials 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 both 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 of a sufficient portion thereof.

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The security deposit of the contractor shall not be refunded before the expiry of defect liability period of twelve months 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.

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 whichever is earlier.

**Contractor to Supply
Tools & Plants etc**

CLAUSE 18

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in **Schedule F**. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**Recovery of
Compensation paid to
Workmen**

CLAUSE 18 A

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, UPRNSS Ltd is obliged to pay compensation to a workman employed by the contractor, in execution of the works, UPRNSS Ltd will recover from

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the contractor, the amount of the compensation so paid; and, without prejudice to the rights of UPRNSS Ltd under sub-section (2) of Section 12, of the said Act, UPRNSS Ltd shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by UPRNSS Ltd to the contractor whether under this contract or otherwise. UPRNSS Ltd shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to UPRNSS Ltd full security for all costs for which UPRNSS Ltd might become liable in consequence of contesting such claim.

Ensuring
Payment and
Amenities to
Workers if
Contractor fails

CLAUSE 18 B

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, UPRNSS Ltd is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government/UPRNSS Ltd from time to time for the protection of health and sanitary arrangements for workers employed by UPRNSS Ltd Contractors, UPRNSS Ltd will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of UPRNSS Ltd under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, UPRNSS Ltd shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by UPRNSS Ltd to the contractor whether under this contract or otherwise UPRNSS Ltd shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to UPRNSS Ltd full security for all costs for which UPRNSS Ltd might become liable in contesting such claim.

Labour Laws to
be complied by

CLAUSE 19

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract

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the Contractor

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 comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions 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 fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

Payment of Wages

CLAUSE 19 B

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, 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, notwithstanding 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.

(iii) 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 the contractor's 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

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unauthorizedly 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 non-fulfilment 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.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(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 UPRNSS Ltd against payments to be made under and for the observance of the laws aforesaid and the Contractor's

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Labour Regulations 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 Jamadar and that Jamadar 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 Jamadar from the wage of workmen.

CLAUSE 19C

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 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.500/- 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. **The contractor shall be completely held responsible for any mishap at site due to insufficient safety measures.**

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,

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(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 UPRNSS Ltd, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor, the amount levied as fine and is binding on the contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's 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 UPRNSS Ltd and its contractors.

CLAUSE 19 F

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 - up to 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.

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(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 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the UPRNSS Ltd, 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 UPRNSS Ltd a sum not exceeding Rs.500/- 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.500/- 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 Contractor's Labour Regulations and Model Rules and 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-

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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 herein before 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 remodeled 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 19 H

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 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 Sqm. (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

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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.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use 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 therefore.

(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

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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 19 I

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. In respect of maintenance/repair or renovation works etc where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. ARE/Sub. Engineer will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though

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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 up to 5% of tendered value of work may be imposed by the Engineer-in-Charge/General Manager, UPRNSS Ltd whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Engineer-in-Charge/General Manager, UPRNSS Ltd, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Employment of
skilled/semi
skilled workers

CLAUSE 19K

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 20% 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, it's 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 or as specified in


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schedule F

Contribution of

CLAUSE 19L

EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor only and proof of its deposition to be submitted to UPRNSS at the proper time as desired by Engineer-in-Charge.

Minimum Wages

CLAUSE 20

Act to be Complied

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 there under and other labour laws affecting contract labour that may be brought into force from time to time.

With

Work not to be sublet:
Action in case of
insolvency.

CLAUSE 21

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 UPRNSS 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 UPRNSS Ltd shall have power to adopt the course specified in Clause 3 hereof in the interest of UPRNSS Ltd and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

Changes in firm's

CLAUSE 23

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Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge 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 works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

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.

Settlement of Disputes & Arbitration

CLAUSE 25

If any dispute arises between UPRNSS and contractor, the dispute shall be resolved as per CLAUSE No. 70 of UP Sahkari Samiti Adhiniyam 1965. For this all contractors registered in UPRNSS with the address of territory of U.P. are to be compulsorily registered as naam matrik sadasya of UPRNSS.

Contractor to indemnify UPRNSS Ltd against Patent Rights

CLAUSE 26

The contractor shall fully indemnify and keep indemnified the UPRNSS Ltd / <Client> against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against UPRNSS Ltd in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify UPRNSS Ltd/the <Client> if the infringement of the patent or design or any alleged patent

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or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Lump sum

CLAUSE 27

Provisions in

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Tender

Action where no Specifications are Specified

CLAUSE 28

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.

Withholding and lien in respect of sum due from contractor

CLAUSE 29

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Department shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or UPRNSS Ltd shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or UPRNSS Ltd shall be entitled to withhold and have a

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lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of UPRNSS Ltd or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or the Department will be kept withheld or retained as such by the Engineer-in-Charge or the Department till the claim arising out of or under the contract is determined by the arbitrator(if the contracts governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any accounting respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or UPRNSS Ltd shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii)UPRNSS Ltd and the Department shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for UPRNSS Ltd to recover the same from him/her in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by UPRNSS Ltd to the contractor, without any interest thereon whatsoever as approved by UPRNSS Ltd


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Provided that UPRNSS Ltd shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the General Manager, UPRNSS Ltd or Project Manager, UPRNSS Ltd on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge/Project Manager, UPRNSS Ltd

Lien in respect
of claims in
other Contracts

CLAUSE 29A

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 Department or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government 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 Department 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 Department will be kept withheld or retained as such by the Engineer-in-Charge or The Department 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.

Employment of coal
mining or controlled
area labour not
permissible

CLAUSE 30

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.


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Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to UPRNSS Ltd a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Unfiltered water
supply

CLAUSE 31

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Departmental
water supply, if

CLAUSE 31 A

Water if available may be supplied to the contractor by UPRNSS Ltd subject to the following conditions:-

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available

(i) The water charges @ 1 % shall be recovered on gross amount of the work done.

(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

(iii) UPRNSS Ltd do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in UPRNSS Ltd water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

Alternate water Arrangements

CLAUSE 32

To be made and ensured by the Contractor at his own cost only. No claim for extension of time etc on this account will be acceptable to the UPRNSS Ltd

Return of Surplus materials

CLAUSE 33

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of UPRNSS Ltd either by issue from UPRNSS Ltd stocks or purchase made under orders or permits or licenses issued by UPRNSS Ltd / Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of UPRNSS Ltd and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to UPRNSS Ltd for all moneys, advantages or profits resulting or which in the usual course would have

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resulted to him by reason of such breach.

Hire of Plant & Machinery

CLAUSE 34

(i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with UPRNSS Ltd over and above the T&P stipulated for issue, UPRNSS Ltd will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

(ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by UPRNSS Ltd.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use

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requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the General Manager, UPRNSS Ltd shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying UPRNSS Ltd against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half

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an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by UPRNSS Ltd and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

(a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage

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caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided UPRNSS Ltd's plant and machinery in question have, in fact, remained idle with the contractor because of the suspension

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by UPRNSS Ltd though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

Condition relating to use of asphaltic materials

CLAUSE 35

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to UPRNSS Ltd, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without

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the consent of the Engineer-in- Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Employment of
Technical Staff
and employees

CLAUSE 36

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along 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 Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such 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-

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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 Schedule 'F' 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) (in the form of copy of Form-16 or PPF/CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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(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 and require 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 otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works 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.

Levy/Taxes payable by Contractor


CLAUSE 37


- i. (a). Building and other Construction Workers Welfare Cess or any other tax, levy or Cess shall be payable by the contractor and UPRNSS Ltd. Shall not entertain any claim whatsoever in this respect.
- (b). GST, as applicable shall be payable to the contractor on actual deposit basis after getting from the Govt./client.
- ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc from local authorities.

In pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by UPRNSS Ltd. and does not any time become payable by the contractor to the State Government/client, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to UPRNSS Ltd. and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.


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Conditions for reimbursement of levy/taxes if levied after receipt of tenders

CLAUSE 38

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of Building and Other Construction workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on side, increase or decrease. Provided for Building and Other Construction Workers Welfare Cess or any tax, levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such adjustment shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in **Schedule F**.

ii. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of UPRNSS Ltd. And/or the Engineer-in-Charge may require from time to time.

iii. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Termination of

Contract on death of contractor

CLAUSE 39

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of UPRNSS Ltd shall have the option of

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terminating the contract without compensation to the contractor.

CLAUSE 40

If relative working in UPRNSS then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the UPRNSS Ltd (Unit/Zone) responsible for award and execution of contracts in which his near relative is posted as Unit Accountant or as an officer in any capacity between the grades of the General Manager, UPRNSS Ltd and Sub Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the UPRNSS Ltd or in The Department. Any breach of this condition by the contractor would render him liable to be debarred from tendering in UPRNSS Ltd for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted

CLAUSE 41

Engineer to work as Contractor within two year of retirement

No engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering department of Government of India / State Government / UPRNSS Ltd /Any Govt Organization shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from government service without the previous permission of Government of India / State Government / UPRNSS Ltd 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 India/UPRNSS Ltd as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Return of material & recovery for excess material Issued.

CLAUSE 42

(i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10),theoretical quantity of materials issued by UPRNSS Ltd for use in the work shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement & bitumen shall be calculated on

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the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in **Schedule 'F'**. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized slippages, chairs etc plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract.

Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For non-scheduled items, the decision of the General Manager, UPRNSS Ltd regarding theoretical quantities of

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materials which should have been actually used shall be final and binding on the contractor.

(iii) The said action under this clause is without prejudice to the right of UPRNSS Ltd to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation
during warlike
situations

CLAUSE 43

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge up to Rs.5,000/- and by the General Manager, UPRNSS Ltd concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc not on the site of the work or for any tools,

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plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

Apprentices Act

provisions to be
complied with

CLAUSE 44

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 he fails to do so, his failure will be a breach of the contract and the General Manager, UPRNSS Ltd 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.

Release of

Security deposit

after labour

clearance

CLAUSE 45

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour 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.

Insurance

CLAUSE 46

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the UPRNSS Ltd /Client Department and the contractor with an insurance company selected by the contractor and acceptable to the UPRNSS Ltd /Client Department, in such a manner that the UPRNSS Ltd / Client Department and the contractor are covered for all time during the period of contract i.e.

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the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the UPRNSS Ltd, Client and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

a) **Contractor's All Risks Insurance**

The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred and an additional sum of 15 (%)percent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the UPRNSS Ltd/ Client against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

b) **Workman Compensation & Employers Liability Insurance**

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The UPRNSS Ltd / Client shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the UPRNSS /Client Department against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

c) **Third Party Insurance.**

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The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the UPRNSS Ltd / Client or being executed or procured or being procured by the UPRNSS Ltd / Client Department or of the other agencies within the premises of all work of the UPRNSS / Client if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the UPRNSS Ltd / Client Department or any third party including overhead and underground cables and in the event of any damage resulting to the property of the UPRNSS Ltd / Client Department or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the UPRNSS Ltd / Client Department or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the UPRNSS Ltd / Client Department harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the UPRNSS Ltd / Client Department or to any person including any employee of UPRNSS Ltd/ Client Department , or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the UPRNSS Ltd, Client Department , the insurer willfully indemnify UPRNSS Ltd / Client Department against such claims and any costs, charges and expenses in respect thereof.

The contractor shall also at times indemnify the UPRNSS Ltd / Client Department against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's

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Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site

The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.

Cross liabilities: -The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the UPRNSS Ltd/ Client Department as separate insured.

46.2.1 The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

46.2.2 Evidence and Terms of Insurance

The Contractor shall provide evidence to the Consultant as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the UPRNSS/Client Department. When providing such evidence and such policies to the Client/UPRNSS/Client Department, the Contractor shall notify to the Engineer in Charge also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by UPRNSS Ltd.

46.2.3 Adequacy of Insurance

The Contractor shall notify the insurers of changes in the

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nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Consultant the insurance policies in force and the receipts for payment of the current premiums.

46.2.4 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

46.3 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

46.4 Compliance with Policy Conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnify the UPRNSS Ltd/Client Department against all losses and claims arising from such failure.

Enforcement of Uttar Pradesh Building And Other Construction Workers(Regulation Of Employment And Conditions Of Service) Rules, 2009

CLAUSE 47

The Contractor has to follow guidelines laid down by Uttar Pradesh Building And Other Construction Workers (Regulation Of Employment And Conditions Of Service) Rules, 2009 for safety, health & environment of Labour. The contractor shall be liable for any accident happened on site.

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TESTING OF MATERIALS

The tests, as necessary, shall be conducted in the following laboratory. The samples shall be taken for carrying out all or any of the tests as directed by the Engineer-in-Charge or his authorized representative. (More than 50% of testing should be conducted from Govt. Organisation)

- NIT / IIT .
- CBRI, Roorkee
- CRRRI, Delhi.
- National Council for Cement and Building Materials, BallabhGarh.
- National Test House, Ghaziabad
- Government Engineering College / University
- Shree Ram Testing Laboratory Delhi
- Any other NABL approved lab as per Engineer-in-Charge.
- UPRNSS Labs

TEST RESULTS OF SAMPLE

The test result of the sample shall be the average of the strength of three specimen. The individual variation shall not be more than 15 percent of the average. If more the test results of the sample are invalid. Not more than 50% of the total test shall be done at the laboratory established at site by contractor and 50% testing of materials shall be got done from IIT/NIT any Govt. Engineering. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. If the tests which were to be conducted in the site laboratory are conducted in other laboratories for any the reasons the cost of such tests shall be borne by the contractor.

Lot Size

The minimum frequency of sampling of concrete of each grade shall be according to the following:-

Quantity of concrete in the work cubic metre per day	Number of samples.
1-5	1
6-15	2
16-30	3
31-50	4
51 & above	4 + one additional sample for additional 50 cubic meter or part thereof.

Note: At least one sample shall be taken from each shift.

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STANDARDS OF ACCEPTANCE

- (i) In case the test result of all the samples is above the characteristic compressive strength, the concrete shall be accepted.
- (ii) In case the test result of one or more samples fails to meet the requirement (i) above it shall be accepted if both the following conditions are met:
 - a) Any individual test result is not less than $(f_{ck} - 4) \text{ N/mm}^2$
 - b) The mean of test result from any group of four consecutive samples is more than $(F_{ck}+4) \text{ N/mm}^2$.
- (iii) Concrete of each grade shall be assessed separately.
- (iv) Concrete is liable to be rejected if it is porous or honeycombed, its placing has been interrupted without providing a proper construction joint or the reinforcement has been displaced beyond the tolerances specified, or construction tolerances have not been met. However the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the Engineer-in-Charge for which nothing extra is payable to the contractor .

Only MS centering/shuttering and scaffolding material unless & otherwise specified shall be used for all RCC. Work to give an even finish of concrete surface. However marine ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor on approval by the Engineer-in-Charge.


In case of actual average compressive strength being less than specified strength which shall be governed by para "Standard of Acceptance" as above the rate payable shall be worked out accordingly on prorata basis.


In case of rejection of concrete on account of unacceptable compressive strength governed by para "Standard of Acceptance" as above the work for which samples have failed shall be redone at the cost of contractors. However the Engineer-in-Charge may order for additional test (like cutting cores, ultrasonic pulse velocity test, load tests on structure or part of structure etc.) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-Charge without any extra cost. However for payment the basis of rate payable to contractor shall be governed by the 28 days cube test results.


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Annexure A*
(Ref: Clause 5 in Performa of Schedule 'F')

TABLE OF MILE STONE (S)						
SN	Description of Mile Stone (Physical)			Financial Mile Stone	Time allowed in Months (from date of start)	% Amount of tendered cost to be with-held in case of non achievement of milestone
	SN	Item	Progress			
1	(a)	Excavation work	100%	1/8 of the tendered amount	...Months	1.00%
	(b)	Foundation	100%			
	(c)	Structure up to L-1 (Plinth level)	100%			
	(d)	Submission of shop drawings & approval of specifications of VRF, Lifts, Fire Fighting, Transformer & Stone Work.	100%			
2	(a)	RCC work up to floor third level	100%	3/8 of the tendered amount	...months	1.00%
	(b)	Masonry work up to floor third level	100%			
	(c)	Inspection call for all major electrical and mechanical equipments	100%			
3	(a)	RCC work up to Roof level	100%	3/4 of the tendered amount	...months	1.00%
	(b)	Masonry work up to Roof level	100%			
	(c)	Submission of shop drawings of stone - sculpture work	100%			
	(d)	Supply and installation of VRF ducts and fire fighting pipes	90%			
	(e)	Supply of DG set, UPS, Pumps	100%			
4	(a)	RCC work	100%	---	...months	1.00%
	(b)	Masonry work	100%			
	(c)	Plastering	100%			
	(d)	Flooring	90%			
	(e)	Water & sanitary lines	90%			
	(f)	VRF ducting & Fire fighting pipes	90%			
	(g)	Supply of lifts, VRF, Transformers and other equipment's	100%			
	(h)	Installation of lifts, & other E & M equipment's	100%			
	(i)	Doors and windows	100%			
	(j)	Internal wiring and electrical appliances	100%			
	(k)	External Development	90%			
5	(a)	Complete Left out works, touch up work, Final coat of finishing etc	100%	---	...months	1.00%
	(b)	Testing of Water & sanitary lines	100%			
	(c)	Testing and commissioning of all E & M services	100%			
	(d)	Overall completion as per scope of the work and handing over building to client department in complete shape.	100%			

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(e)	To supply data to Engineer-in-charge of major / minor component for obtaining completion and Occupancy Certificates from Local body authorities along with built-up drawing and completion drawings.	100%			
(f)	External Development	100%			

* to be filled by EE/Prakhand Prabhari according to the site specific

Note : -

1. The milestone, either physical or financial, as mentioned above is to be achieved for S. No. 1 to 3. Overall physical mile stone has to be achieved for S.No. 4 & 5. In case of achievement of any milestone the amount withheld for non-achieving of previous milestones will be released.
2. The main contractor will ensure that electrical components of the work are executed in time without giving any chance for slippage of milestone on account of delay in execution of associated electrical works. However, in case milestones are not achieved by the contractor for the work, the amount shown against each milestone shall be withheld by the Engineer-in-charge of the major component for minor component it will be withheld in consultation with the Engineer-in-charge of the minor component.
3. Internal electrical installation, Conduiting work should also be completed along with civil work as indicated above.

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Annexure B*

(Ref: Clause 10A in Performa of Schedule 'F')

Equipment's for Testing of Materials & Concrete at Site Laboratory

All necessary equipment's for conducting all necessary tests shall be provided at the site in the well-furnished site laboratory of minimum size 25 feet X 15 feet by the contractor at his own cost. The following minimum laboratory equipment's shall be set up at site office laboratory:-

SN	Equipment*	Numbers*
1	100MT compression testing machine, electrical-cum-manually operated)	1
2	Slump cone, steel plate, tamping rod, steel scale, scoop	3
3	Weighing scale platform type 100 Kg capacity	1
4	Graduated glass measuring cylinder	As per requirement
5	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm; 20mm; 12.5mm, 10mm; 4.75mm complete with lid and pan]	2
6	Sets of sieves of 200mm internal dia for fine aggregate [4.75mm; 2.36mm; 1.18mm; 600 microns; 300 microns & 150 micron , with lid and pan]	2
7	Sieve Brushes and sieve shaker capable of 200mm and 450 mm diasieves , manually operated with timing switch assembly	1
8	Cube moulds size 70mmx70mmx70mm	6
9	Cube moulds size 150mmx150mmx150mm	36
10	Electronic balance 600gx0.1g., 10kg and 50 kg	1
11	Physical balance weight up to 5 kg	1
12	Measuring jars 100ml, 200ml, 500ml	2 nos. each size
13	Spatula 100mm & 200mm with long blade wooden handle	2
14	Vernier callipers 12" & 6" size	3 each
15	Digital paint thickness meter for steel 500 micron Range	2
16	Digital rebound hammer	1
17	Screw gauge 0.1mm-10mm, least count 0.05 mm	4
18	Water testing kit	1
19	Standard Vibration Table for gauging the cubes	1
20	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 200 gm, 100 gm	1
21	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml	1 each
22	Hacksaw with 6 blades	3
23	Measuring tape 3 meter, 5 meter, 10 meter, 30 meter	2 each
24	Plastic or G.I. Buckets 15 litre, 10 litre, 5 litre	5

*To be filled by EE/Prakhand Prabhari as per the requirement of Site specific

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Annexure C (For Civil works)*

(Ref: Clause 18 in Performa of Schedule 'F')

PLANT AND EQUIPMENT REQUIRED TO BE OWNED / TAKEN ON LEASE BY THE CONTRACTOR

Sl. No.	Equipment *	Numbers* (Minimum)
1	Portable Mini batching plant with adequate 30 cum / hour capacity.	1
2	Transit Mixer	2
3	Needle Vibrators.	5
4	Plate Vibrators.	3
5	Reinforcement cutting machine.	2
6	Reinforcement bending machine	2
7	DG set A	As per requirement
8	Power driven earth rammer (Soil compactor).	1
9	Welding machine 400 Ampere	As per requirement
10	Screener for coarse sand and fine sand	2
11	Centrifugal mono block water pump	As per requirement
12	Scaffolding and staging material	As per requirement
13	Centring /shuttering with necessary props	As per requirement
14	Any other machinery required for completion of the work as per decision of Engineer-in-charge.	As per Actual requirement
15	Submersible pump (required capacity)	2 Nos

*To be filled by E.E./Prakhand Prabhari as per the requirement of Site specific

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SELECTION OF ASSOCIATE AGENCY TO BE ENGAGED BY MAIN CONTRACTOR FOR

EXECUTING THE ALLIED SERVICES

The specialized category works listed as under shall be executed by composite category contractor registered in appropriate category of specialized works in UPRNSS through association of specialized agencies by executing agreement between main contractor and Associate Contractor. The specialized agencies will be made a payment to the extent of 65% directly by the Engineer In-charge. Tender accepting Authority may approve change of Agency in case it is required during the currency of the contract. If due to some reason contractor registered in UPRNSS in specialized category works is unable to execute the works the contractor registering committee of UPRNSS may approve and register new contractor on proposal of main contractor through Prakhand Prabhari, if proposed contractor fulfills qualifications already laid down for registration and also given below

(1) List of Contractos registered for specialized works in UPRNSS (List may be updated time to time)

क्र. सं.	फर्म का नाम व पता	मोबाईल नं० / फोन नं०	जारी करने की तिथि	पंजीयन वैधता तिथि
श्रेणी-के (वाटर प्रूफिंग वर्क "ब्रिक कोवा")				
1	मे० ग्लोबल कन्सट्रक्सन, पता 388/10 तृप्ति नगर गणेशपुर चिनहट लखनऊ।	8418088881] 9839405616	04-11-18	04-10-20
2	मे० एम०एस०पी० ट्रेडर्स, पता-न्यू गरौरा, सेक्टर-ओ, शहीद पथ, कानपुर रोड, लखनऊ।	9336855893	03-07-19	03-06-21
3	मेसर्स अजय इण्टरप्राइजेज पता-57, गोपाल नगर, तेलीबाग, लखनऊ।	9415009190	04-01-19	31/03/2021
4	मेसर्स आनन्द इण्टरप्राइजेज, पता-एसएस-676, सेक्टर-एच, एल०डी०ए० कालोनी, कानपुर रोड, लखनऊ।	9554335544] 9453947272	12-05-19	12-04-21
श्रेणी-एल (एन्टी टरमाईट ट्रीटमेन्ट वर्क)				
2	पेस्ट कन्ट्रोल कारपोरेशन ऑफ इण्डिया, पता ई-254, सेक्टर सी-1, एल०डी०ए० कालोनी, कानपुर रोड, लखनऊ।	9450869250] 7905765034	21/06/2018	20/06/2020
4	मे० एम०एस०पी० ट्रेडर्स, पता-न्यू गरौरा, सेक्टर-ओ, शहीद पथ, कानपुर रोड, लखनऊ।	9336855893	03-07-19	03-06-21
5	मेसर्स राधे एसोसिएट्स पता-5ई/53, अशोक विहार केदार नगर, आगरा।	7417636054	24/04/2019	23/04/2021
श्रेणी-एम (स्वायल टेस्टिंग कार्य)				
3	मे० शाह एण्ड पंत कंसलटिंग इंजीनियर्स प्रा०लि० पता 1, 4जी फ्लोर, हलवासिया कोर्ट, हजरतगंज, लखनऊ।	9839013280] 9415027719	21/06/2018	20/06/2020
श्रेणी-एन (सर्वेइंग कार्य)				
	NIL			
श्रेणी-ओ (फायर फायटिंग सिस्टम)				
1	मे० हाई टेक फायर्स फाइटिंग इंजीनियर्स, पता 8ए/233, वृन्दावन योजना-2 चिरैयाबाग, रायबरेली रोड, लखनऊ।	9839322881] 9838201347	07-10-18	07-09-20
2	मे० स्टार फायर प्रोटेक्शन, पता डी-2/118, विभूति खण्ड, गोमती नगर, लखनऊ।	7839018062	10-12-18	10-11-20

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3	मे0 रैन्स फायर सिस्टम पता मकान नं0-55, ग्रेटर गंगा, गंगा नगर, मेरठ।	9410276416	27/12/2018	26/12/2020
4	डाऊज फायर सिस्टम प्रा0लि0पता-5वां तल, 505 सनराइज बिजनेस पार्क, वागले इंडस्ट्रीयल इस्टेट, थाणे पश्चिम, (महाराष्ट्र)	022&25826978] 022&25827708] 022&25828033	30/04/2019	29/04/2021
5	शुमा सिस्टम एण्ड कम्यूनिकेशन प्रा0लि0, पता- ग्राउण्ड फ्लोर, बी-2, नीलकंठ, को-आपरेटिव सोसाइटी, मखमली तालाब के पास, थाणे पश्चिम।	022&25411935] 022&25411936	30/04/2019	29/04/2021
6	मेसर्स आर0एस0 इंजीनियर्स एण्ड सर्विसेज, पता म.नं.-123, से0-5, मोहन भिकिन्स सोसाइटी, वसुन्धरा, गाजियाबाद।	9971900236	05-09-19	05-08-21
7	मेसर्स ओम इण्टरप्राइजेज, पता-एल-21, मलिक मरू टेम्पल रोड, निकट शिव मंदिर कालोनी रायबरेली।	9839143675] 9936737549	28/05/2019	27/05/2021
8	मे0 मातेश्वरी सेपटी सिस्टम, 20/21, शर्मा मार्केट सेक्टर-5, नोएडा, जनपद-गौतमबुद्ध नगर।	9999915318	10-01-19	30/09/2021
श्रेणी-पी (ओ0एच0टी0)				
1	मे0 द-विश्वकर्मा ट्यूबवैल्स पता म0न0-43, राप्ति नगर फेस 4 लिटिल पलावर स्कूल के पीछे, गोरखपुर।	9935428444	18/05/2018	17/05/2020
2	मेसर्स अजय इण्टरप्राइजेज पता-57, गोपाल नगर, तेलीबाग, लखनऊ।	9415009190	04-01-19	31/03/2021

(2) Qualifications for registration for specialized works

Sl. No.	Particulars of Item (कार्य का नाम)	Category (श्रेणी)
1	Water proofing work (Brick Coba)	'K'
2	Anti termite treatment work	'L'
3	Soil Testing.	'M'
4	Surveying work.	'N'
5	Fire Fighting System.	'O'
6	Over Head Tank.	'P'

- (i) श्रेणी-के-वाटर प्रूफ कार्य (ब्रिक कोवा) हेतु पिछले पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल रू0-10लाख के कार्य कराने का अनुभव होना आवश्यक है। इस आशय का प्रमाण पत्र परियोजना अभियन्ता/अधिशासी अभियन्ता, यू0पी0आर0एन0एस0एस0 अथवा अन्य सरकारी विभागों/निगमों का संलग्न करना आवश्यक है, जोकि कम से कम अधिशासी अभियन्ता अथवा समकक्ष अधिकारी द्वारा जारी किया हुआ है एवं उक्त कार्य का दस वर्षों का गारन्टी निर्धारित प्रारूप में रू0 100/- के स्टैम्प पेपर पर देना होगा।

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(ii) वाटर प्रूफिंग ट्रीटमेंट (ब्रिक कोवा) में लेबर रेट मय वाटर प्रूफिंग केमिकल्स को प्राप्त कर मानक के अनुरूप किया जाना होगा। अन्य प्रयुक्त होने वाली सामग्री यू0पी0आर0एन0एस0एस0 द्वारा दी जायेगी।

2. (i) **श्रेणी-L** (एन्टी टरमाईट ट्रीटमेंट कार्य) हेतु निर्माण के पूर्व एवं निर्माण के उपरान्त एन्टी टरमाईट ट्रीटमेंट कार्य में आवेदनकर्ता को प्रयुक्त होने वाले केमिकल्स एवं लेबर दर को शामिल करते हुए मानक के अनुरूप किया जाना होगा तथा उक्त कार्य हेतु कीटनाशक लाइसेन्स प्रस्तुत करना होगा। फर्म को विगत पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल रू0-03 लाख के कार्य कराने का अनुभव प्रमाण पत्र सक्षम अधिकारी द्वारा निर्गत संलग्न करना होगा।
- (ii) एन्टी टरमाईट के कार्यों हेतु सम्बन्धित फर्म को पांच वर्षों का गारन्टी निर्धारित प्रारूप में रू0 100/- के स्टैम्प पेपर पर देना होगा।


3. **श्रेणी-M- मृदा परीक्षण (Soil Testing) कार्य**


1. सभी इच्छुक फर्म का GST और आयकर में पंजीकृत होना चाहिए, उन्हे आयकर भुगतान एवं कर निर्धारण के साक्ष्य (AY 17-18, AY 18-19, AY 19-20) में 02 Consecutive Year प्रस्तुत करने के साथ-साथ पैन कार्ड की प्रमाणित प्रति प्रस्तुत करना अनिवार्य होगा।
2. फर्म को रू0 100/- के स्टाम्प पेपर पर एक नोटरी सर्टीफाइड शपथ पत्र देना होगा कि "उनकी फर्म के खिलाफ न्यायालय में कोई अपराधिक/वित्तीय अनियमितता का केस विचाराधीन नहीं है, संस्था को ब्लैक लिस्टेड नहीं किया गया है तथा उनके द्वारा सूचीबद्धता हेतु प्रस्तुत किया गया कोई भी अभिलेख यदि असत्य पाया जाता है तो उसका समस्त उत्तरदायित्व फर्म/कम्पनी का होगा"। सूचीबद्धता के लिए कॉन्ट्रैक्टर को जिलाधिकारी द्वारा वैध चरित्र प्रमाण पत्र प्रस्तुत करना होगा। धरोहर धनराशि रू0 50,000.00 (रूपये पचास हजार मात्र) का बैंक ड्राफ्ट जो "उ0प्र0 राज्य निर्माण सहकारी संघ लि0" के नाम जारी हो, जमा करना होगा।
3. मृदा परीक्षण कार्य हेतु विगत पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल रू0-06 लाख के कार्य कराने का अनुभव संलग्न करना होगा। फर्म को इस आशय का प्रमाण पत्र भी देना होगा कि उसके पास स्वयं की प्रयोगशाला आवश्यक संयंत्रों (लिस्ट संलग्न करें) सहित उपलब्ध है। अनुभव सम्बन्धित प्रमाण पत्र परियोजना अभियन्ता/अधिशासी अभियन्ता, यू0पी0आर0एन0एस0एस0 अथवा अन्य सरकारी विभागों/निगमों का संलग्न करना आवश्यक है, जोकि कम से कम अधिशासी अभियन्ता अथवा समकक्ष अधिकारी द्वारा जारी किया हुआ है।


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4. पंजीकरण हेतु आवेदनकर्ताओं में से उपयुक्त पाये गये आवेदनकर्ताओं की सूचना जारी होने की तिथि से 02 वर्ष के लिए वैध होगा, पंजीकरण होने के उपरान्त 02 वर्ष के अन्तर्गत धरोहर की धनराशि लौटाई नहीं जायेगी।
5. फर्म के विरुद्ध किसी भी प्रकार की शिकायत एवं उसके कृत्यों के आपत्तिजनक पाये जाने पर कभी भी पंजीकरण निरस्त किया जा सकता है एवं धरोहर धनराशि जब्त कर ली जायेगी।
6. सम्बन्धित फर्म का श्रम विभाग में नियमानुसार पंजीकरण आवश्यक होगा तथा प्रभावी श्रम नियमों के अनुपालन का पूर्ण उत्तरदायित्व होगा।
7. वैधता समाप्त होने के पहले पंजीकरण का नवीनीकरण कराना आवश्यक होगा अन्यथा उनका पंजीकरण स्वतः निरस्त माना जाएगा।
8. यदि पंजीकरण अवधि के बीच में मांगे गये किसी भी पंजीयन/प्रमाण-पत्र की अवधि समाप्त हो जाती है तो समय से पूर्व उसका नवीनीकरण कराकर प्रस्तुत करना अनिवार्य होगा अन्यथा पंजीकरण स्वतः निरस्त माना जाएगा।
9. किसी भी विवाद की स्थिति में प्रबन्ध निदेशक, उ0प्र0 राज्य निर्माण सहकारी संघ लि0, का निर्णय अन्तिम एवं सर्वमान्य होगा।

4. श्रेणी-N सर्वेडिंग (Surveying) कार्य:-

1. सभी इच्छुक फर्म का GST और आयकर में पंजीकृत होना चाहिए, उन्हे आयकर भुगतान एवं कर निर्धारण के साक्ष्य (AY 17-18, AY 18-19, AY 19-20) में 02 Consecutive Year प्रस्तुत करने के साथ-साथ पैन कार्ड की प्रमाणित प्रति प्रस्तुत करना अनिवार्य होगा।
2. कॉन्ट्रैक्टर का श्रम विभाग में रजिस्ट्रेशन होना चाहिए साथ ही लेबर सेस का भी रजिस्ट्रेशन होना अनिवार्य है। फर्म को रू0 100/- के स्टाम्प पेपर पर एक नोटरी सर्टीफाइड शपथ पत्र देना होगा कि "उनकी फर्म के खिलाफ न्यायालय में कोई अपराधिक/वित्तीय अनियमितता का केस विचाराधीन नहीं है, संस्था को ब्लैक लिस्टेड नहीं किया गया है तथा उनके द्वारा सूचीबद्धता हेतु प्रस्तुत किया गया कोई भी अभिलेख यदि असत्य पाया जाता है तो उसका समस्त उत्तरदायित्व फर्म/कम्पनी का होगा"। सूचीबद्धता के लिए कॉन्ट्रैक्टर को जिलाधिकारी अथवा आयुक्त द्वारा वैध चरित्र प्रमाण पत्र प्रस्तुत करना होगा। धरोहर धनराशि रू0 50,000.00 (रूपये पचास हजार मात्र) का बैंक ड्राफ्ट जो "उ0प्र0 राज्य निर्माण सहकारी संघ लि0" के नाम जारी हो, जमा करना होगा।
3. सर्वेडिंग कार्य हेतु विगत पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल रू0-03 लाख के कार्य कराने का अनुभव संलग्न करना होगा। इच्छुक फर्म को इस आशय का प्रमाण पत्र सूची सहित प्रस्तुत करना होगा कि कार्य को सम्पादित कराने हेतु पर्याप्त तकनीकी स्टाफ उपलब्ध है। इस आशय का प्रमाण पत्र परियोजना


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- अभियन्ता/अधिशाली अभियन्ता, यू0पी0आर0एन0एस0एस0 अथवा अन्य सरकारी विभागों/निगमों का संलग्न करना आवश्यक है, जोकि कम से कम अधिशाली अभियन्ता अथवा समकक्ष अधिकारी द्वारा जारी किया हुआ है।
4. पंजीकरण हेतु आवेदनकर्ताओं में से उपयुक्त पाये गये आवेदनकर्ताओं की सूचना जारी होने की तिथि से 02 वर्ष के लिए वैध होगा, पंजीकरण होने के उपरान्त 02 वर्ष के अन्तर्गत धरोहर की धनराशि लौटाई नहीं जायेगी।
 5. फर्म के विरुद्ध किसी भी प्रकार की शिकायत एवं उसके कृत्यों के आपत्तिजनक पाये जाने पर संयुक्त क्रय समिति द्वारा कभी भी पंजीकरण निरस्त किया जा सकता है एवं धरोहर धनराशि जब्त कर ली जायेगी।
 6. सम्बन्धित फर्म को नियमानुसार श्रम विभाग में पंजीकरण आवश्यक होगा तथा प्रभावी श्रम नियमों के अनुपालन का पूर्ण उत्तरदायित्व होगा।
 7. वैधता समाप्त होने के पहले पंजीकरण का नवीनीकरण कराना आवश्यक होगा अन्यथा उनका पंजीकरण स्वतः निरस्त माना जाएगा।
 8. यदि पंजीकरण अवधि के बीच में मांगे गये किसी भी पंजीयन/प्रमाण-पत्र की अवधि समाप्त हो जाती है तो समय से पूर्व उसका नवीनीकरण कराकर प्रस्तुत करना अनिवार्य होगा अन्यथा पंजीकरण स्वतः निरस्त माना जाएगा।
 9. किसी भी विवाद की स्थिति में प्रबन्ध निदेशक, उ0प्र0 राज्य निर्माण सहकारी संघ लि0, का निर्णय अन्तिम एवं सर्वमान्य होगा।
5. **श्रेणी-0** (फायर फायटिंग कार्य)-अग्नि शमन विभाग के मानकों के अनुरूप कार्य सम्पादित कराना होगा एवं विगत पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल रू0-7.50 लाख के कार्य कराने का अनुभव प्रमाण पत्र सक्षम अधिकारी द्वारा निर्गत संलग्न करना होगा।
6. **श्रेणी-P**
- (i) (ओवर हेड टैंक) फर्म के द्वारा विगत पांच वर्षों (वर्तमान वित्तीय वर्ष एवं इससे पूर्व के चार वर्ष) में सरकारी विभागों/संस्था/निगमों में किसी भी तीन वर्ष में कुल 03 ओ0एच0टी0 (10,000 लीटर एवं उससे अधिक क्षमता) के सफलतापूर्वक पूर्ण कराने का अनुभव।
 - (ii) भुगतान के दौरान रोकी गयी सिक्वोरिटी एक वर्ष के बाद अवमुक्त की जायेगी।
7. विभिन्न कटैगरी में सूचीबद्ध किये जाने हेतु न्यूनतम रू0-10.00 लाख का हैसियत प्रमाण-पत्र संलग्न करना होगा। यदि एक ही आपूर्तिकर्ता/फर्म या कम्पनी एक से अधिक श्रेणी में पंजीकरण करवाती है तो दो श्रेणी हेतु कुल 20 लाख का तथा दो से अधिक श्रेणी हेतु 25 लाख का हैसियत प्रमाण पत्र जिलाधिकारी/राष्ट्रीयकृत बैंक से निर्गत संलग्न करना होगा। फर्म/कम्पनी के नाम से पंजीकरण कराते समय फर्म/कम्पनी को फर्म/कम्पनी के नाम से हैसियत (साल्वेंसी), सक्षम अधिकारी (जिलाधिकारी)/राष्ट्रीयकृत बैंक से प्राप्त, संलग्न करनी होगी।

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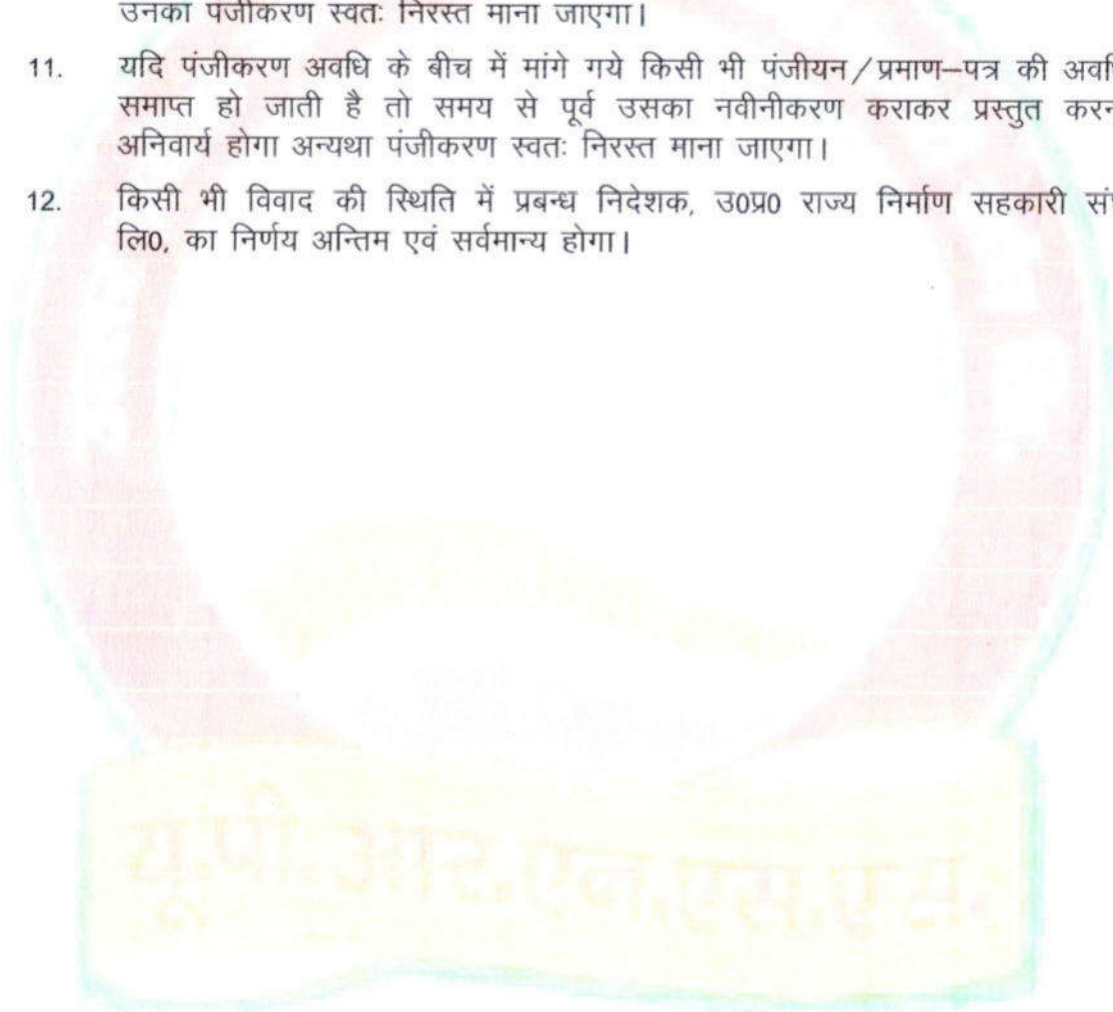
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8. पंजीकरण हेतु आवेदनकर्ताओं में से उपयुक्त पाये गये आवेदनकर्ताओं की सूचना जारी होने की तिथि से 02 वर्ष के लिए वैध होगा, पंजीकरण होने के उपरान्त 02 वर्ष के अन्तर्गत धरोहर की धनराशि लौटाई नहीं जायेगी।
9. आपूर्तिकर्ता के विरुद्ध किसी भी प्रकार की शिकायत एवं उसके कृत्यों के आपत्तिजनक पाये जाने पर संयुक्त क्रय समिति द्वारा कभी भी पंजीकरण निरस्त किया जा सकता है एवं धरोहर धनराशि जब्त कर ली जायेगी।
10. वैधता समाप्त होने के पहले पंजीकरण का नवीनीकरण कराना आवश्यक होगा अन्यथा उनका पंजीकरण स्वतः निरस्त माना जाएगा।
11. यदि पंजीकरण अवधि के बीच में मांगे गये किसी भी पंजीयन/प्रमाण-पत्र की अवधि समाप्त हो जाती है तो समय से पूर्व उसका नवीनीकरण कराकर प्रस्तुत करना अनिवार्य होगा अन्यथा पंजीकरण स्वतः निरस्त माना जाएगा।
12. किसी भी विवाद की स्थिति में प्रबन्ध निदेशक, उ0प्र0 राज्य निर्माण सहकारी संघ लि0, का निर्णय अन्तिम एवं सर्वमान्य होगा।



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MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN Main Contractor and Associate Contractor for Specialised works

- 1] M/S [Name of the firm with full address] _____
Enlistment Status _____
Valid Up to: _____
[Henceforth called the main contractor]
- And
- 2] M/S [Name of the firm with full address] _____
Enlistment Status _____
Valid Up to: _____
[Henceforth, called associated contractor]

Name of Work: _____

as per schedule, specifications, terms and conditions of the tender.

We state that M.O.U. between us will be treated as an agreement and has legality as per Indian Contract Act (amended up to date) and the department (UPRNSS) can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent of this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for meditation/arbitration to the C.E. U.P.R.N.S.S. Ltd His decision shall be final and binding on both of us. We have agreed as under:

- 1- The Associate contractor shall be liable for disciplinary action if he failed to discharge the action(s) and other legal action as per agreement besides forfeiture of the security deposit.
- 2- All the material, machinery and equipments, tools and tackles required for execution of the specialised works. As per agreement shall be the responsibility of the Associate contractor.
- 3- The site staff required for the specialised work shall be arranged by the Associate contractor as per terms and conditions of the agreement.

SIGNATURE OF MAIN CONTRACTOR


SIGNATURE OF ASSOCIATE CONTRACTOR


Date
Place

Date
Place

COUNTERSIGNED
PROJECT ENGINEER


(_____)


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WILLINGNESS CERTIFICATE**ANNEXURE R**

Name of Work: _____

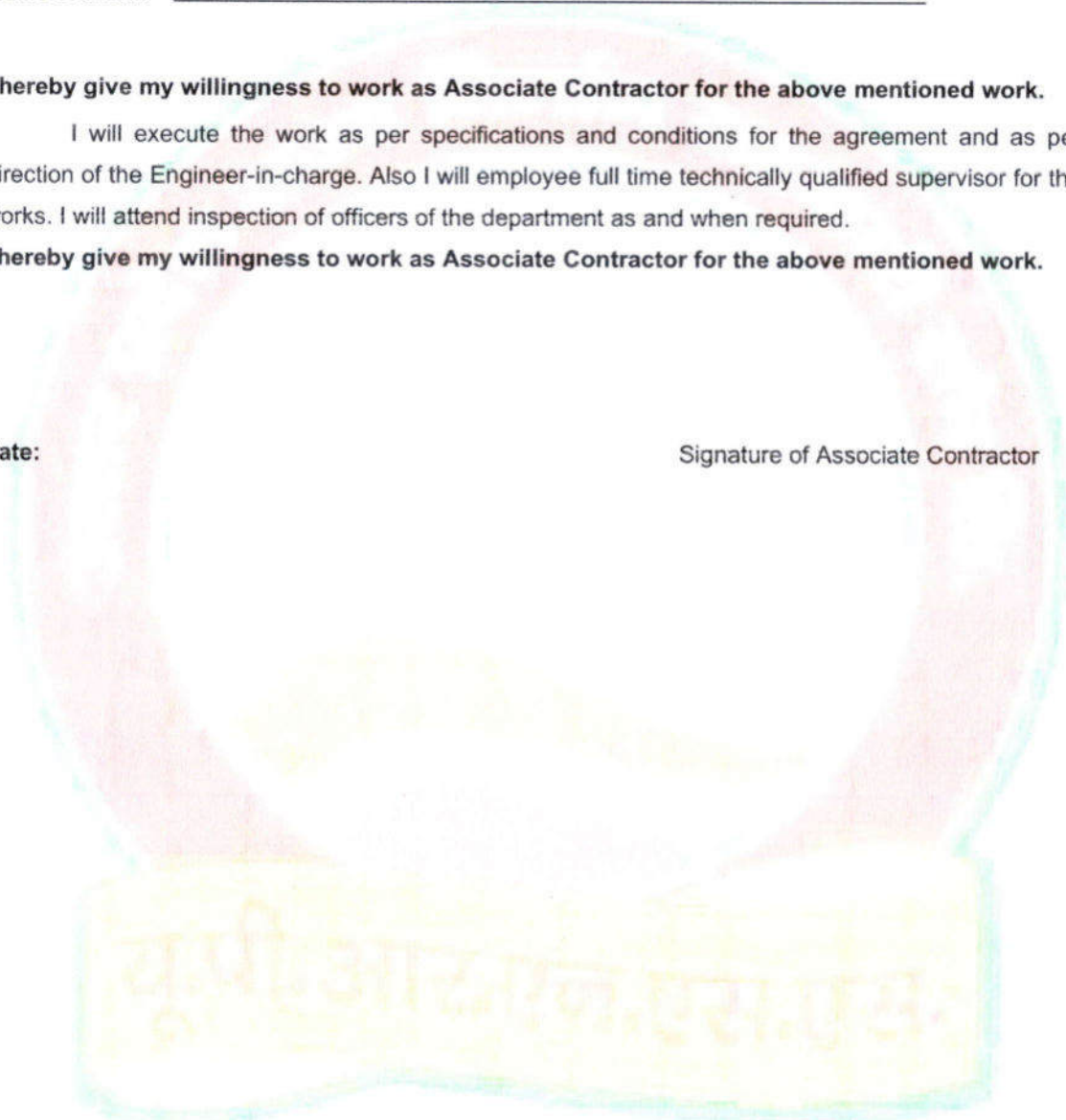
I hereby give my willingness to work as Associate Contractor for the above mentioned work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-charge. Also I will employ full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

I hereby give my willingness to work as Associate Contractor for the above mentioned work.

Date:

Signature of Associate Contractor




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**TO BE EXECUTED BY CONTRACT FOR REMOVAL OF DEFECTS AFTER
COMPLETION IN RESPECT OF WATER PROOFING WORKS**

(On Rs. 100/- stamp paper)

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF)

The Agreement made this _____ day of _____ Two thousand and _____ between _____ son of _____ (hereinafter called the Guarantor of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the GUARANTOR OF THE ONE part and the UPRNSS of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 10 (Ten) years from the date after the maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- Alteration shall mean an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- The decision of the Engineer-in-charge with regard to cause of leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for the rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be done by the department by some other agency contractor at the GUARANTOR's risk and cost. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to make good all defects or commits breach thereunder then the Guarantor will indemnify the principal and his successors against all loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPRNSS the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator Shri _____ and by _____ and for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.

1.

2.

2.

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TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF all types of doors, windows&ventileters etc.as given in B.O.Q.

(On Rs. 100/- stamp paper)

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GURANTOR of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recite structurally stable, use sound material, workmanship, anodizing, coloring, sealing.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty material and workmanship, defective anodizing, polishing, painting, colouring, sealing and finishing for 2 (Two) years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, and guaranteed against faulty material and workmanship, defective anodizing, colouring, sealing and finishing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPRNSS, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri _____ and by _____ for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.

1.

2.

2.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिशाली अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

150



**TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

(On Rs. 100/- stamp paper)

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GUARANTOR of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable leak proof, workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc after expiry of maintenance period prescribed in the contract for the minimum life of 05 (Five) year to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the UPRNSS, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri _____ and by _____ for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.

1.

2.

2.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिसूची अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

151



**TO BE EXECUTED BY THE CONTACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF STP/ETP**

(On Rs. 100/- stamp paper)

This Agreement made this day of Two Thousand and
..... Between son of
..... (Thereafter called the Guarantor on the one part) and the
MD, U.P. Rajya Nirman Sahkari Sangh Ltd. (Thereafter called the UPRNSS on the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated
..... and made between the GUARANTOR OF THE ONE PART AND the UPRNSS
of the other part whereby the contract inter alia, undertook to render the work in the said contract
recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will
remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing
defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable
after expiry of maintenance period prescribed in the contract for the minimum life of 02 (Two) year to
be reckoned from the date after the expiry of maintenance period prescribed in the contract. The
decision of the Engineer-in-charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the
Engineer-in-charge calling upon him to rectify, the defects falling which the work shall be got done by
the Department by some other contractor at the Guarantor's cost and risk. The decision of the
Engineer-in-charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereafter, then the guarantor
will indemnify the principal and his successors against all loss, damage, cost expenses or otherwise
which may be incurred by him by reasons of any default on the part of the GUARANTOR in
performance and observance of the supplementary agreement. As to the amount of loss and/or
damages and or cost incurred by the UPRNSS, decision of the Engineer-in-charge will be final and
binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator
Shri.....and by
for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.

1.

2.

2.

अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

152

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिशाली अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ



**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR (s) FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF ANTITERMITE TREATMENT WORKS**

(On Rs. 100/- stamp paper)

THIS AGREEMENT is made on day of between U.P. Rajya Nirman Sahkari Sangh Ltd.(Hereinafter called the UPRNSS which expression shall wherever the context so demands or requires, includes their successors in office and assigns) acting for and on behalf of UPRNSS of one part, and M/s Hereinafter called the Contractor (which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS this agreement is supplementary to the contract agreement (hereinafter called 'the contract') No..... dated made between the UPRNSS on the one part and the contractor of the other part, whereby the contractor, inter-alia, undertook to render the Buildings and structures in the said contract rendered completely termite proof.

AND WHEREAS the contractor agreed to give a guarantee to the effect that the said structure will remain Termite proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the contractor shall make good all defects and for that matter shall replace at his risk and cost such wooden members and other materials like furniture, books etc as may be damaged by termite and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the UPRNSS and shall commence the works of such rectification within seven days from the date of issuing notice from the UPRNSS calling upon him to rectify the defects failing which the work shall be got done by UPRNSS through some other contractor at the contractor's cost and risk and in the later case the decision of the company as to the cost recoverable from the contractor shall be final and binding.

That if the guarantor fails to execute the anti termite treatment or commits breach thereafter, then the guarantor will indemnify the company and his successors against all loss, damage, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damages and or cost incurred by the UPRNSS,. The ecision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri.....and by..... for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

1.
2.

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.
2.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिसाक्षी अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

153



TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF INTERNAL ELECTRICAL INSTALLATIONS.

(On Rs. 100/- stamp paper)

This Agreement made this day of Two Thousand and Between son of (Thereafter called the Guarantor on the one part) and the MD, U.P. Rajya Nirman Sahkari Sangh Ltd. (Thereafter called the UPRNSS on the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part whereby the contract inter alia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after expiry of maintenance period prescribed in the contract for the minimum life of 02 (Two) year to be reckoned from the date after the expiry of maintenance period prescribed in the contract. The decision of the Engineer-in-charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify, the defects falling which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereafter, then the guarantor will indemnify the principal and his successors against all loss, damage, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the GUARANTOR in performance and observance of the supplementary agreement. As to the amount of loss and/or damages and or cost incurred by the UPRNSS, decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri.....and by.....for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS in the presence of:

1.

1.

2.

2.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिशाली अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

154



**TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF WOODEN FLOORS, TRACK & OTHER WOOD WORKS**

(On Rs. 100/- stamp paper)

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GURANTOR of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, termite proof, water & fire resistant, leak proof and sound material & workmanship, fixing & finishing.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, termite proof, water & fire resistant and guaranteed against faulty material and workmanship, defective fixing and finishing for 10 (Ten) years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, termite proof, water & fire resistant, leak proof and guaranteed against faulty material and workmanship, defective fixing and finishing for ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPRNSS, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri _____ and by _____ for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.

1.


2.


2.


लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


अधिशाही अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ

155



**TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF ROOFING WORKS**

(On Rs. 100/- stamp paper)

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GURANTOR of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, leak proof, rust proof, proper jointing, Acoustics, moisture control colouring, and finishing and sound material & workmanship

AND WHEREAS THE GURANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, leak proof, rust proof, proper jointing, Acoustics, moisture control colouring, and finishing and guaranteed against faulty material and workmanship for 15 (Fifteen) years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, leak proof, rust proof, proper jointing, Acoustics, moisture control colouring, and finishing and guaranteed against faulty material and workmanship for fifteen years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPRNSS, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri _____ and by _____

for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:


1.


1.

2.

2.


लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


156
अधीक्षक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ



TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF STONE WORKS

(On Rs. 100/- stamp paper)
The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GURANTOR of the one part) and the UPRNSS (hereinafter called the UPRNSS of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPRNSS of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited, sound material & workmanship including variation in stone, cracks etc , proper jointing, laying etc.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, properly finished, and guaranteed against faulty material and workmanship for 5 (Five) years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, properly finished, and guaranteed against faulty material and workmanship for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPRNSS, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator Shri _____ and by _____

for and on behalf of the UPRNSS on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR
in the presence of :

1.
2.

SIGNED, SEALED BY EE/PE OF UPRNSS
in the presence of:

1.
2.

लेखा सहायक
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अवर अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

सहायक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ

अधिसारक अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण प्रखण्ड, मेरठ


157
अधीक्षण अभियन्ता
यू.पी.आर.एन.एस.एस.
निर्माण परिक्षेत्र, मेरठ


Form of Performance Security (Guarantee)**Bank Guarantee Bond**


In consideration of the UPRNSS (hereinafter called "The UPRNSS") having offered to accept the terms and conditions of the proposed agreement between.....and
..... (Hereinafter called "the said Contractor(s)") for the
work..... (Hereinafter called "the said agreement") having
agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees
..... only) as a security/guarantee from the contractor(s) for compliance of
his obligations in accordance with the terms and conditions in the said agreement.

1. We, (Hereinafter referred to as "the Bank") hereby undertake to pay to the UPRNSS an amount not exceeding Rs. (Rupees..... Only) on demand by the UPRNSS.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the UPRNSS stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the UPRNSS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the UPRNSS under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the UPRNSS certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the UPRNSS that the UPRNSS shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the UPRNSS against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the UPRNSS or any indulgence by the UPRNSS to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).


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7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the UPRNSS in writing.
8. This guarantee shall be valid up tounless extended on demand by the UPRNSS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.


Dated theday offor.....(indicate the name of the Bank)





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Form of Earnest Money Deposit Bank Guarantee Bond

(To be executed on non judicial stamp paper of Rs. 100.00)

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the -----
----- (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto
(Name and unit of Project Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs.
(Rs. in words) for which payment well and truly to be made to the said Engineer-in- Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 20... . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

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BANK GUARANTEE FOR MOBILISATION ADVANCE

(On non-judicial paper of an appropriate value)

To,

The Managing Director,
U.P. Rajya Nirman Sahkari Sangh Ltd. (UPRNSS)
G-4/5 B, Sector-4
Gomti Nagar Vistar,
Lucknow.

Subject:- _____

(Name of work and Contract No.)

Dear Sir,

1. In consideration of the U.P. Rajya Nirman Sahkari Sangh Ltd.(UPRNSS) (hereinafter called as the UPRNSS Ltd, which expression shall include his successors and assigns) having agreed under the terms & conditions of Contract no..... dated (Hereinafter called the Contract) to make at the request of the contractor there under a lump sum advance of Rs..... for utilizing it for the purposes of the said contract on its furnishing a guarantee acceptable to UPRNSS Ltd.
2. We theBank having its branch office at(hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act, 1956 and having our registered office at do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said contract. If the contractor fails to utilize the said advance for the purposes of the said contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by the UPRNSS Ltd. weBank, hereby unconditionally and irrevocably Undertake to pay to the UPRNSS Ltd on demand and without demur or protest to the extent of the said sum of Rs..... with interest any claim made the UPRNSS Ltd. on us against non-utilisation/mis-utilisation of the said advance and/or reason of the UPRNSS Ltd. not being able to recover in full the said sum of Rs..... with interest as aforesaid.
3. We.....Bank further agree that the UPRNSS Ltd shall be the sole judge of and as to whether the contractor has utilized or not utilized the said advance or any part thereof for the purpose of the said contract and/or as to whether

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- the advance or any part thereof with interest has been recovered or not and the finding of the UPRNSS Ltd in this regard shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance has been fully recovered and its claims satisfied or discharged and till the UPRNSS Ltd certifies that the said advance with interest has been fully recovered from the contractors.
 5. The UPRNSS Ltd shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to contract or the advance or securities available to the UPRNSS Ltd and the said Bank shall not be released from its liability under these presents any exercise by the UPRNSS Ltd of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor/or any forbearance, act or omission on the part of the UPRNSS Ltd or any indulgence by the UPRNSS Ltd to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.
 6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the UPRNSS Ltd in terms thereof.
 7. The amount stated in any notice of demand addressed by the UPRNSS Ltd to the Bank as liable to be paid to the UPRNSS Ltd, by the Contractor shall be conclusive evidence of the amount so liable to be paid to the UPRNSS Ltd by the Bank.
 8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that the UPRNSS Ltd may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and the UPRNSS Ltd shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which the UPRNSS Ltd may have or obtain and no forbearance on the part of the UPRNSS Ltd in enforcing or requiring enforcement of any other security shall have the effect to releasing the Bank from its full liability hereunder.
 9. It shall not necessary for the UPRNSS Ltd to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which the UPRNSS Ltd may have obtain from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.
 10. We the said Bank undertake that we shall pay forthwith the amount stated in the notice or demand notwithstanding any dispute/difference


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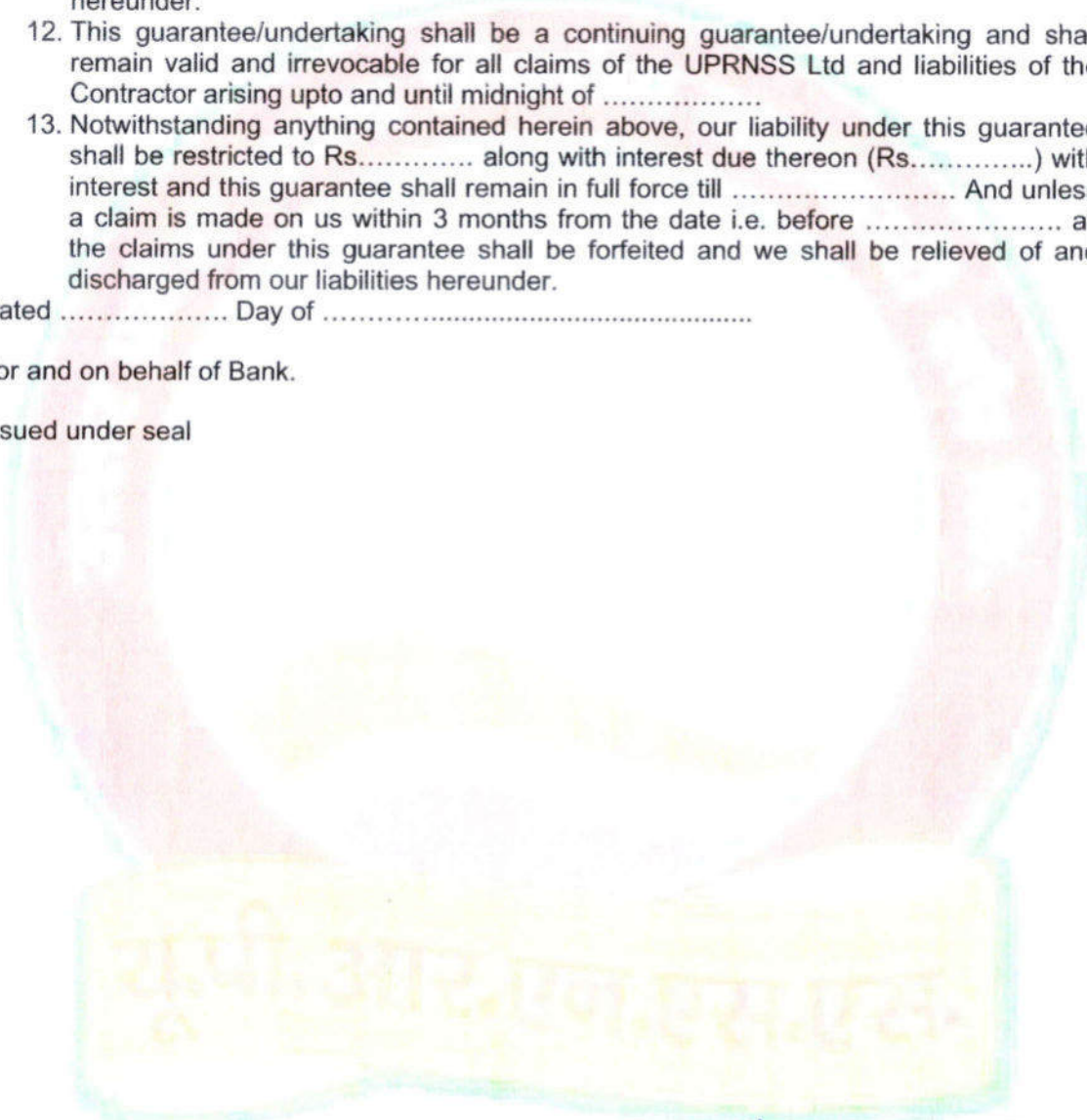
pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the UPRNSS Ltd in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
12. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of the UPRNSS Ltd and liabilities of the Contractor arising upto and until midnight of
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... along with interest due thereon (Rs.....) with interest and this guarantee shall remain in full force till And unless a claim is made on us within 3 months from the date i.e. before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated Day of

For and on behalf of Bank.


Issued under seal





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INDENTURE FOR SECURED ADVANCES

(On Rs. 100 stamp paper)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of

BETWEEN(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the UPRNSS LTD (hereinafter called the UPRNSS which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the UPRNSS that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the -----


-----such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the UPRNSS has agreed to advance to the Contractor the sum of Rupees on the security of materials, the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the UPRNSS has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the UPRNSS (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the UPRNSS and declare as follows: -

(1) That the said sum of Rupeesso advanced by the UPRNSS to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the UPRNSS as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any


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application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the UPRNSS against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Project Engineer Unit (hereinafter called the Project Engineer) and in the term of the said agreement.


(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Project Engineer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Project Engineer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Project Engineer or an officer authorised by him on that behalf.


(6) That the advances shall be repayable in full when or before the Contractor receives payment from the UPRNSS of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the UPRNSS will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.


(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the UPRNSS shall immediately on the happening of such default be repayable by the Contractor to the UPRNSS together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the UPRNSS in or for the recovery thereof or


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the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the UPRNSS to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the UPRNSS of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the UPRNSS may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the UPRNSS on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the UPRNSS under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.


(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Superintending EngineerZone whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

In witness whereof the saidandby the order and under the direction of the UPRNSS have hereunto set their respective hands the day and year first above written.


Signed, sealed and delivered by.....


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the said contractor in the presence of

Signature

Witness

Name

Address

Signed by.....

by the order and direction of the UPRNSS

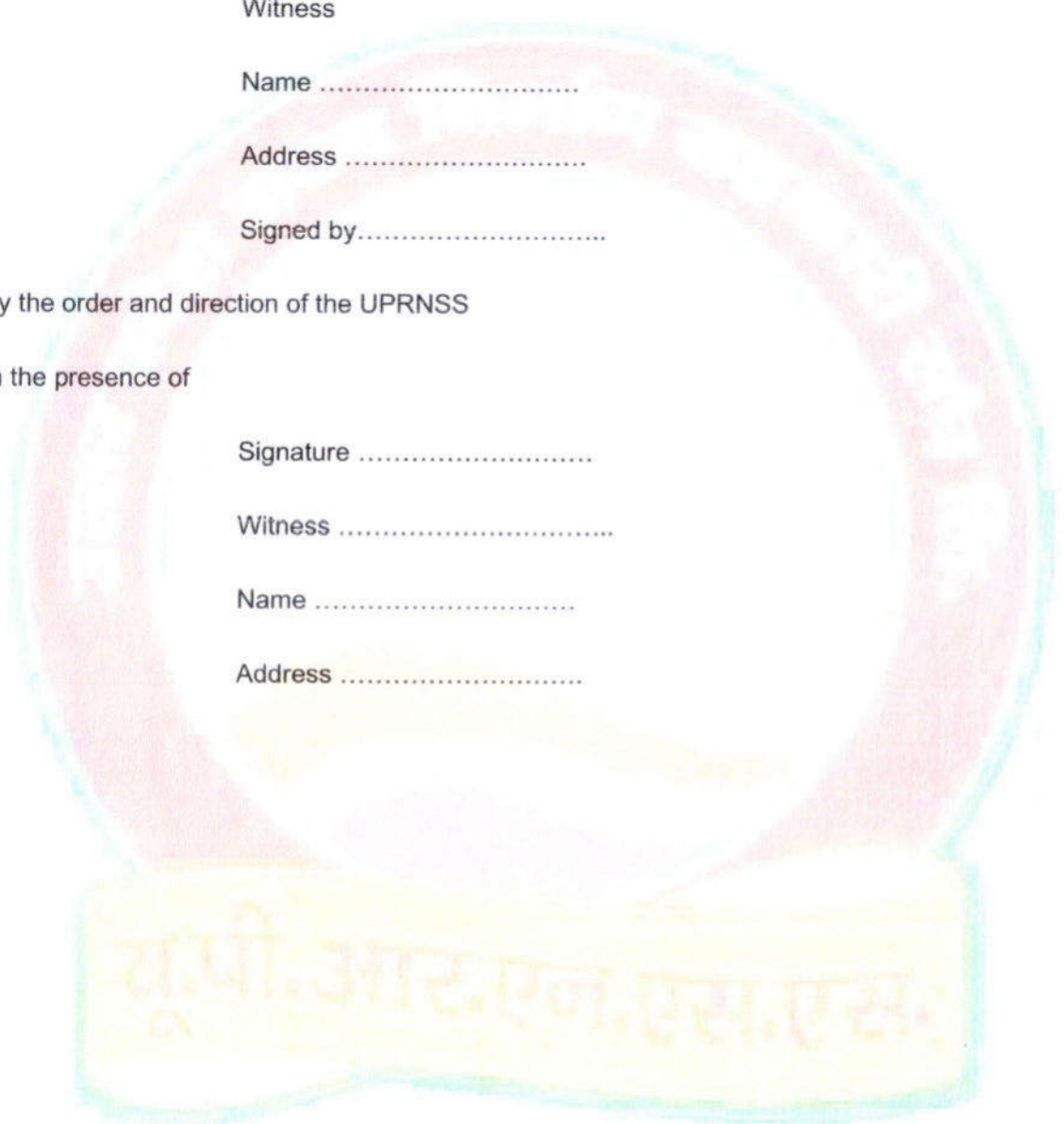
in the presence of

Signature

Witness

Name

Address




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Part 1