



बस्ती विकास प्राधिकरण

निविदा प्रपत्र

कार्य का नाम— कंपनी बाग मेन रोड से दीप नरायण के घर तक नाली ढक्कन सहित निर्माण कार्य।

वर्ष 2023—24

अधिशायी अभियंता(प्र०)



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अनुमानित लागत—	: रू0—2.65 लाख (जी.एस.टी. अतिरिक्त)
निविदा प्रपत्र का मूल्य—	: रू0—3,000+540 = 3,540.00
धरोहर राशि	: रू0—0.053 लाख
कार्य पूर्ण करने की अवधि	: 01 माह
अनुरक्षण अवधि	: कार्य समाप्ति से 01 वर्ष
फर्म/ठेकदार का नाम	:
	:
निविदा की वैधता	: 90 दिन
निविदा प्राप्ति तिथि	: 02.08.2023, 03.30 बजे अपरान्ह तक (सचिव कार्यालय कक्ष में स्थिति टेण्डर बाक्स में)
निविदा खोलने की तिथि	: 03.08.2023 4.00 बजे अपरान्ह

(A) THE TENDER DOCUMENT

1- Cost of Tender

a) The tenderer shall bear all costs associated with the preparation and submission of its bid and Basti Development Authority hereinafter referred to as “the Department”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

b) This tender document is available on the web site www.bdabasti.in to enable the tenderers to view, download the bid document and submit Bids offline up to the last date and time mentioned in Tender notice document against this tender. The tenderers shall have to pay Tender document fee of **Rs 3,540/- including G.S.T. (Rupees Three Thousand Five hundred fourty Only)** through net Banking/Neft in *S.B.I Court Area Basti Account No.38022357738, IFSC Code-SBIN0006211* of Secretary, Basti Development Authority, Basti on tetender Website bdabasti.in This -tender document fee of **Rs 3,540/- including G.S.T** will be non-refundable.

2- Contents of Bid Document :

2.1 The scope of work,-Bid procedure and contract terms and conditions are prescribed in the bid document. The Bid document includes:

- (a) Invitation for Bid
- (b) Section I : Instruction to tenderers;
- (c) Section II : Conditions of Contract;
- (d) Section III : BOQ and Rate Submission

2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required as per the bid document or submission of bid not responsive to the bid document in every respect will be at the tenderer’s risk and may result in rejection of the said Bid.

3- Amendment of Bid Document

3.1 At any time prior to the deadline for submission of bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the bid document by amendments. Such amendments shall be uploaded on the website www.bdabasti.in through corrigendum and shall form an integral part of bid document. The relevant clauses of the bid document shall be treated as amended accordingly.

3.2 It shall be the sole responsibility of the prospective tenderers to check the web site www.bdabasti.in from time to time for any amendment in the tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.

3.3 In order to allow prospective tenderers a reasonable time to take the amendment into account in preparing their bids, the Department, at his discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the website www.bdabasti.in.

(B) PREPARATION OF bid

4- Language of bid

4.1 The bid prepared by the tenderer, as well as all correspondence and documents relating to the bid exchanged by the tenderer and the Department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the bid.

5- Documents Constituting the bid

5.1 The bid prepared by the tenderer shall comprise the following components:

(a) **Bid** - Bid will comprise of :

(i) *Earnest money have to be paid through Net Banking/Neft in the Account of Secretary, Basti Development Authority, Fawwara Tiraha, Near Tehsil compound, Basti.*

(ii) *Duly filled up pre-qualification document appended with the tenders.*

(iii) *List of works satisfactory completed during the last Five financial years in Govt./Semi-Govt./Public Sector undertaking and public and private limited companies along with certificates (Attested copy).*

(iv) *Proof of Solvency as per pre-qualification requirement (original or attested copy will be entertained).*

(v) *Latest income tax clearance certificate valid till date (original or attested copy) clearly indicating turn over of last four assessment years.*

(vi) *List of tools and plants, affidavit by notary on minimum Rs. 10/- non-Judicial stamp paper (Original).*

(vii) *List of technical staff with their qualification professional experience and length of the service with the firm affidavit by notary on minimum Rs. 10/- non-judicial stamp paper (original).*

(viii) *Attested copy of the partnership deed if it is partnership firm and registration certificate in case of company, sole proprietorship declaration in case of proprietorship firm. Joint ventures shall not be accepted.*

(ix) *Authority letter, if the firm/tenderer in favour of the person who has signed the tender document with telephone no. and complete postal address.*

(i) **Fee Details** – It will consist of the cost of tender document and prescribed earnest money in prescribed form.

(ii) **Qualification Details** – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and that the tenderer has financial & technical capability necessary to

perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

(i) *Price bid duly filled in all respects in the original tender documents.*

(ii) *Non-Judicial stamp paper of Rs. 10/- (Rs. Ten Only) of UP along with Rs. 1/- revenue stamp.*

6- Bid Form

6.1 The tenderer shall complete the bid Form and the appropriate Price Schedule/BOQ furnished in the bid document.

7 - Bid Currencies

Prices shall be quoted in Indian Rupees only.

8- Documents Establishing tenderer's Qualification

8.1 The tenderer shall furnish, as part of its Technical bid, documents establishing the tenderer's qualification to perform the Contract if its bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.

8.2 The documentary evidence of tenderer's qualification to perform the Contract if its bid is accepted shall be as per Qualification Requirements specified in tender document.

9- Bid Security/Earnest Money Deposit (EMD)

9.1 The tenderer shall furnish, as part of its bid, an bid security/ EMD of **Rs 5,300/- (Rupees Five Thousand three hundred only)** *Earnest money have to be paid through net Banking/Neft in **S.B.I Court Area Basti Account No.38022357738, IFSC Code-SBIN0006211** of Secretary, Basti Development Authority, Basti. The scanned copy of the bid Security/EMD must be submitted along with the bid.*

9.2 Any bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.

9.3 Unsuccessful tenderer's bid security will be returned promptly as possible after the acceptance of bid.

9.4 The successful tenderer's bid EMD will be converted into security upon the tenderer signing the Contract.

9.5 The bid security may be forfeited:

(a) if a tenderer (i) withdraws its bid during the period of bid validity specified by the tenderer on the bid Form; or (ii) does not accept the

correction of errors or (iii) modifies its bid price during the period of bid validity specified by the tenderer on the bid form or
(b) in case of a successful tenderer, if the tenderer fails:
(i) to sign the Contract with the Department.

10- Period of Validity of bid

10.1 Bid shall remain valid for three months from the date of bid opening prescribed by the Department. An bid valid for a shorter period shall be rejected by the Department as nonresponsive.

10.2 In exceptional circumstances, the Department may solicit the tenderer's consent to an extension of the period of bid validity. The request and the response there to shall be made in writing. A tenderer may refuse the request without forfeiting its bid security. A tenderer granting the request will not be required nor permitted to modify its bid.

11- Format and Signing of bid

11.1 The bid document shall be signed, by the tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the bid. All the pages/ documents of the bid that are to be submitted shall be signed by the person authorized to sign the bid.

12- Submission of bid

12.1 The Bid shall be Submitted in tender Box situated at office Secretary Basti Development Authority.

12.2 Department reserves the right to cancel any or all bids without assigning any reason.

13- Deadline for Submission of bid

13.1 Bid (Technical and Financial) must be submitted by the tenderers at Submitted in tender Box situated at office Secretary Basti Development Authority. Time 3.30 PM on the prescribed date.

(C) BID Opening.

14 (A)- Opening of bid

14.A.1 The Department will open all technical bids, in the presence of tenderers' representatives who choose to attend at 3.30 PM on the prescribed date of opening at Secretary Office, Basti Development Authority, Basti. The tenderer's representatives who are present shall sign a register evidencing their attendance. In

the event of the specified date of bid opening being declared a holiday for the Department, the bids shall be opened at the appointed time and place on the next working day.

16.A.2 The tenderer's names and the presence or absence of requisite bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

16.A.3 The Department will prepare minutes of the bid opening.

15- Clarification of bid

16.1 During evaluation of bid, the Department may, at its discretion, ask the tenderer for a clarification of his/her bid. The request for clarification and the response shall be in writing.

17- Evaluation of bid and Evaluation Criteria

The Department will examine the bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required tender fee, bid security and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid not fulfilling these requirements shall be rejected.

17.1 The tenderer should submit a notarized affidavit that the tenderer's firm has not been black listed from any State/Central Government Departments/Organisations. The bids of the black-listed tenderers or those not submitting the required affidavit shall be rejected.

17.2 All bids submitted shall also include the following:

- (i) Filled in form Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:
 - a. Memorandum and Article of Association showing objectives of the Company/firm and authority to sign the bid/contract or delegate the power to others for signing the bid/contract.
 - b. Place of registration.
 - c. The power-of-attorney authorizing the tenderer to sign the bid/ contract.
 - d. PAN certificate of the company/firm.
 - e. Trade tax/VAT registration certificate of the company/firm.

The bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

17.3 It shall be the discretion of the Department to decide as to whether an bid fulfils the evaluation criterion mentioned in this tender or not.

17.4- Contacting the Department

17.5 No tenderer shall contact the Department on any matter relating to his/her bid, from the time of the bid opening to the time the Contract is awarded.

If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.

17.6 Any effort by a tenderer to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the tenderer's bid.

17.7 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred / blacklisting from Basti Development Authority works and the legal proceeding can also be initiated.

(D) AWARD OF CONTRACT

18- Award Criteria

18.1 The Department will award the contract to the lowest evaluated successful Tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

19- Department's right to accept any bid and to reject any or all bids

19.1 The Department reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

20- Notification of Award

20.1 Prior to the expiration of the period of bid validity, the Department will notify the successful tenderer in writing by letter/e-mail/fax, that its bid has been accepted.

20.2 The notification of award will constitute the formation of the Contract.

21- Signing of Contract

21.1 At the same time as the Department notifies the successful tenderer that its bid has been accepted, the successful tenderer shall have to sign the contract agreement.

INSTRUCTIONS TO THE TENDERER:

- 1- The tender shall be submitted in accordance with the procedures detailed here in. Specified documents shall be submitted in envelope of appropriate size, which shall be duly sealed.
- 2- Conditional tender shall not be accepted.
- 3- Tender documents are to be submitted in one envelopes marked Name of Work shall contain all documents.

LIST OF DOCUMENTS TO BE SUBMITTED

The details of documents to be submitted with each envelope are given below:

3.1 ENVELOPE MARKED WORK NAME

- (i) *Earnest money have to be paid through Net Banking/Neft in the Account of Secretary, Basti Development Authority for Amount **Rs 5,300/- (Rupees Five Thousand three hundred only)*** As per clause-1 of Terms & conditions.
- (ii) Duly filled up pre-qualification documents appended with the tenders.
- (iii) List of works satisfactorily completed during the last Five financial years in Govt./Semi-Govt./Public Sector undertaking and Public and Private Limited Companies along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of work i.e. Road, Drain, Sewer, building, Electrical etc.
In case of Pvt. Ltd. Co. self issued Experience certificate issued by Chairman or Authorized Director supported with attested Audited balance sheet and completion certificate issued by competent Authority shall be required.
- (iv) Proof of Liquid Assets duly certified by Nationalized/Scheduled bank and issued not before six months as per pre-qualification requirement as per Appendix "B " (original or attested copy will be entertained).
- (v) Latest income Tax Clearance Certificate, valid till date (Original or attested copy) clearly indicating turn-over of last four assessment years. In case, ITCC is not available, then Audited Balance Sheet duly counter-signed By C.A. for last four years clearly indicating turnover & TDS may be included.
- (vi) List of tools and plants, Affidavit by Notary on minimum Rs. 10/- non judicial stamp paper (original).
- (vii) List of Technical staff with their qualification & professional experience and length of the service with the firm. Affidavit by Notary on min. Rs. 10/- non-judicial stamp paper (original).
- (viii) Original copy/Attested copy of the partnership deed in case of partnership firm and Attested copy of registration certificate in case of

company, sole proprietorship declaration in case of sole proprietorship firm.

- (ix) Authority letter in original or attested by notary not more than one year old of the firm / tenderer in favour of the person who has signed the tender documents with telephone No. and complete postal address.
- (x) Quated Rate with duly signature.

TENDER TO BE OPEN:

Envelope Shall be open before Tenders on specified date & time.

**EXICUTIVE ENGINEER
B.D.A. BASTI.**

REQUIREMENTS FOR PRE-QUALIFICATION OF THE TENDER

As per Terms contidion of Registration of Contractor in BDA

TERMS AND CONDITIONS

1. *Earnest money have to be paid through Net Banking/Neft in the Account of Secretary, Basti Development Authority, Basti on Tender Portal .Secretary, Basti Development Authority, Basti. The scanned copy of the bid Security/EMD must be submitted along with the bid.*
2. 2% earnest money deposited by the contractor at the time of tender which will be converted to security money and after taking 3% F.D.R./C.D.R./N.S.C. will be executed with the contractor and 5% security will be deducted from the running bill of the contractor for the work actually done.
3. Tender of the firms who have litigation in Court of Law against the BDA will not be considered.
4. Tender of firms are liable to be rejected who have failed to complete the work timely and work is still pending for more than a year in the Authority.
5. Tender document shall be available on BDA website www.bdabasti.in & also Purchase from Account Department of BDA after depositing the cost of tender with Branch Manager, State Bank, Court Area Basti, Branch on all working days during bank hours from dated for tenders of works upto Rs 10.00 lakhs. Works above Rs.10.00 lakhs tender shall be available on nic website www.etender.up.nic.in
6. Tender will be received upto the time described in the etender document. The Pre-qualification bids shall be opened on the same date at 3.30 PM in the presence of available tenderers.
7. The price bids of the Pre-qualified bidder shall be opened on 3.30 PM in the office of BDA as described in the tender document.
8. V.C. BDA reserves the right to reject any or all the tenders without assigning any reasons.
9. Default liability period for the executed work shall be one year after the actual date of completion.

**EXECUTIVE ENGINEER
B.D.A. BASTI.**

SPECIAL CONDITIONS

GENERAL

- 1- These special conditions shall be read in conjunction with the General conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these special conditions shall take precedence.
- 2- The Contractor is expected to be well conversant with the conditions of GPW form 9 as applicable to BDA Works (General conditions of the contract) which shall be the part of the agreement.
- 3- The Tenderers are advised to see carefully the site of work and structural/architectural drawings etc. before actually submitting their tender. The structural/architectural drawings for the work under the scope of this tender can be seen in the office of the E.E, Basti Development Authority, Basti on any working day between 11.00 A.M to 4.00 P.M.
- 4- **Only Registered Contractor of category B,C,D and E(Civil) with Basti Development Authority shall be Participate in Tender process.**

TENDERERS TO ENSURE AND NOTE

- 5- No additions or alternations are permitted in the tender papers. If tenderer does so, the same shall not be considered and such tender is liable to be rejected.
- 6- Any tenderer not fulfilling all the conditions is likely to be rejected.
- 7- No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted .
- 8- Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work. In case of delay on the part of the contractor beyond ten days, a penalty of Rs. 1000/- per day will be imposed and shall be recoverable from Contractor and will be deducted from any dues of Contractor.

EARNEST MONEY AND SECURITY DEPOSIT

- 9- If the Contractor withdraws his offer/tender, or modifies his offer/tender, before acceptance of the tender, his entire earnest money will be forfeited by be authority.
- 10- The contractor shall have to deposit the required earnest money at the time of tender.
- 11- 2% earnest money deposited by the contractor at the time of tender which will be converted to security money and after taking 3% F.D.R./C.D.R./N.S.C.

will be executed with the contractor and 5% security will be deducted from the running bill of the contractor for the work actually done.

- 12- The Tenderer shall submit Non-Judicial Stamp Paper Purchased only from treasury (as per stamp act and G.O. dated 14.08.2002 of I.G. Registration) of following value.
 - 12.1 Rs. 125.00 per thousand in case of cash security according to article 40-A.
 - 12.2 Rs. 70.00 per thousand in case of F.D.R/N.S.C/K.V.P etc. according to article 40-B.
 - 12.3 Rs. 100.00 only in case of guarantee of two persons as third party according to article 57.
 - 12.4 Rs. 5.00 per thousand to the maximum of Rs. 10,000.00 in case of Bank Guarantee according to article 12-A.

Any changes in stamp Act privately at the time of agreement shall be followed.

- 13- The earnest money deposited by the unsuccessful Tender shall be returned with in thirty days from the date of acceptance of the tender or within 30 days or receiving the request from tenderer whichever is later.
- 14- After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the security deposit.
- 15- The security deposited shall be refunded to the contractor after expiry of, for Development works six months and for Building works twelve months from the actual date of completion of work in full only if no imperfections become apparent in the work during defect locality period.

REGARDING MATERIALS

- 16- All the materials for the works shall be arranged by the contractor at his own cost.
- 17- All the material collected by the contractor during execution of work or otherwise shall be properly stacked & arranged as directed by the Engineer-in-Charge.
- 18- Contractor shall have to make their own arrangement for water & electricity at the site of work. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.
- 19- B.D.A. shall give necessary recommendation letter to the concerned authority for giving water and power connection to the contractor. However any delay in getting water or power connection shall not entitle the contractor for any compensation or extension in completion period.

- 20- The stone ballast & grit will be blue textured and free of soft pieces the gauge of the ballast shall be as per detailed latest specifications of CPWD/ PWD including all correction slips till date.
- 21- The Contractor is to stack the metal at the road beams first according to the size of complete with stack number as decided by the E/I and no metal shall be stacked on road embankment. The metal shall be allowed to spread for consolidation only after recording of measurements and taken into road metal account register.
- 22- A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
- 23- Cement and steel shall have to be arranged by the contractor only from the approved manufacture/re-rollers who hold ISI license only cement and steel should be ISI marked and to the entire satisfaction of the E/I. Test certificate for steel will have to submitted by the contractor at the time when steel will be supplied at site.
- 24- With each lot of material arranged by the Contractor for construction work he shall produce proper receipt of purchase from the manufacturer/re-roller.
- 25- The Contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-charge, BDA shall have the right to take sample for testing as per CPWD/ISI norms or as decided by the Engineer in charge and get it tested. The contractor shall bear all charges of sampling, carriage and testing etc.
- 26- The cement shall be stored at site of work as per BIS requirement and shall be kept under double lock & key system by the Contractor at his own cost.
- 27- The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All register at site shall have machine numbered pages.
- 28- The contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
- 29- The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the E/I and shall not unnecessary spread over the premises with his materials and hutment.
- 30- The contractor shall make arrangement for watch and ward of the material at his own cost.
- 31- All the materials and workmanship shall be as per specifications described in the contract and in cases not covered in the contract these shall be in accordance with the E/I instructions and shall be subjected from time to time to the tests as the E/I may direct at places of manufacture at the work site or in the BDA Laboratory or recognized Laboratory of the city. The contractor shall provide conveyances labour and material required for examining, measuring and testing of the work and quality of materials used. Contractor

shall supply sample of the materials get them approved before using in the work . The cost of such conveyance, labour and materials provided for testing purpose, testing charges and for examining the work and for proper completion of the same shall be borne by the contractor and no extra payment shall be made for the same.

The Authority may establish a field laboratory to carry out day to day tests of all materials and works. The contractor shall arrange at his own cost to make available all materials etc. for carrying out the tests and pay for the tests at rates fixed by the Authority.

- 32- Samples makes of materials/ equipments (electrical) and item of work shall have to be got approved by the contractor from E/I before execution.
- 33- The contractor shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled or the recovery shall be made by the Authority at the rate of double the cost of work in which such materials consumed.

LABOUR REGULATIONS

- 34- The contractor will have to follows all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
- 35- The contractor shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by him or any body in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges.

Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The contractor shall take a necessary precautions for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.

EXECUTION OF WORK:

- 36- All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
- 37- For carrying out the work the contractor shall be provided with one set of working drawings. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-charge.
- 38- The contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.

39- The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the contractor shall be modified to suit the available site and the contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programme for execution of work at the time of signing of agreement, the E/I will give his own programme, and PERT CHART which will be binding on contractor and shall become part of the agreement.

The contractor will be required to give his fortnightly progress as per said PERT CHART. The progress on PERT / BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.

40- If the Engineer-in-charge, B.D.A. shall find that the work progress is slow, and feels that the work will not be completed in the time specified, then the Engineer-in-charge, Basti Development Authority, shall order the contractor to work day and nights, and/ or on holidays and the contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.

41- In the event of working at night, the contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge, Basti Development Authority. Any order or approval issued under this clause by the Engineer-in-charge, Basti Development Authority, shall not relieve the contractor from or diminish his obligations under the contract.

CONTRACTORS SUPERVISORY STAFF

42- Within fifteen days of the registration of the contract bound the contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical orders & the other for instruction for issue of material sand other miscellaneous works. The contractor shall be fully responsible for the orders received by his representative or the materials received by his representatives.

43- The contractor shall provide sufficient supervision to the work using the skill & attention. He shall deploy following experienced engineer on the work throughout its currency.

Works costing upto Rs. 5.00 Lacs	One diploma Engineer
Works costing between Rs. 5 to 15.00 Lacs	One diploma Engineer
Works costing between Rs. 15 to 100.00 Lacs	One Graduate Engineer
Works costing between Rs. 100 to	One diploma Engineer
	Two Graduate Engineer

500.00 Lacs	Two diploma Engineer
Works costing between Rs. 500 Lacs	Two Graduate Engineer
and above.	Three diploma Engineer

The Engineer deployed by contractor shall be got approved in writing from the Engineer in charge (whose approval at any time can be withdrawn) for supervision of the work and to receive directions & instructions of the work from E/I. on behalf of contractor. The supervisory staff of the contractor shall not be changed without obtaining the approval of E/I. In the event of non presence of these Engineers, Authority will deduct @ Rs. 10,000.00 PM per graduate Engineer & @ Rs. 6,000/- PM per Diploma Engineer, which will be non refundable. The decision of Executive Engineer in regards to presence and / or absence of such engineer from the work shall be final & binding upon the contractor. The contractor will have to remove any person employed on the work if ordered by the E/I for any reason.

- 44- If the contractor does not use at site the T&P as mentioned in the Appendix "D" the same shall be arranged by the authority and the necessary deductions for the rental of machinery and T&P shall be made from contractors bills or penalty as deemed fit shall be imposed for which no claim shall be entertained.

WORK TO BE DONE AS PER SPECIFICATIONS:

- 45- The specifications to be follows for the execution of the works shall be:
- a) The latest MOST/MORTH/CPWD/PWD specifications for works with correction slips upto date of receipt of tender.
 - b) Relevant ISI standard for work not covered by the above.
 - c) Material bearing ISI Mark shall be given first preference for use in works. For all articles without ISI marks the quality shall be judged by the relevant ISI specifications.
- 46- The Bill of Quantities is to be read in conjunction with the Form of tender drawings conditions of contract specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of conflict amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.
- i) Provisions as per description of items(s)
 - ii) Provisions in special conditions of contract.
 - iii) Provisions in specifications.
 - iv) Provisions in drawings.
 - v) In absence of above the decision of Engineer-in-charge shall be final & binding.

vi)

INSPECTION OF WORK:

- 47- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the E/I. and other Authority Officials at all times during the usual working hours at all other times, if notices for the inspection of site by the E/I or any other official is given to the contractor should either himself be present to receive orders and instructions or a responsible authorised agent be present for that purpose. Orders given to the contractors' agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the E/I. or their officials for which no payment shall be made to the contractor.

The Engineer-in-Charge, Basti Development Authority shall have the right to inspect the work and related documents either through their authorised officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall carry out the instructions issued in pursuance of the above inspections.

- 48- **A SITE ORDER BOOK** shall be maintained at the site of the work in which instructions shall be given to the contractor as and when necessary. These orders shall have to be signed and complied with by the contractor or in his absence by his authorized representative or agent & in such case it will be presumed the same have been conveyed to him in time.

VARIATIONS

- 49- The quantities given in the bill of quantities are approximate & are liable to variation upto 25% on either side without entitling the contractor to any compensation or extra rate.

50- RATES:

- 51- In giving their rates the Tenderer should take into account all fluctuations of the market, as no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
- 52- The tendered rates shall be for all completed items of the work & shall include all quarrying royalties, testing, screening, tools and plants, railway freight, carriage of materials to site, stacking & removal charge of any rejected materials and municipal taxes, control etc. and all other taxes in force from time to time.
- 53- Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pay such taxes/levies, the contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of CE/SE (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.
- i) 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 authorized representative or Government and further shall furnish such other information/documents as the Engineer-in-charge may require.
 - ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Six-Amendment) Act 1982 gives a written notice thereof to the Engineer-in-charge may require.
 - i) No escalation on any account shall be paid.
- 54- Rates quoted shall be considered to be for all height unless specified otherwise.

PAYMENT :

- 55- The contractor shall submit monthly running bills to the Basti Development Authority for the work completed by him during the month. The Engineer-in-charge, Basti Development Authority shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the Basti Development Authority. Security deposit shall be deducted @ 5% from each bill until the amount of security deposit recovered reaches the total figure outlined in clause-1 of GPW Form-9. The certificate of the Engineer-in-charge, Basti Development Authority regarding the sum payable against bills shall be final and conclusive.
- 56- Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.

- 57- The contractor shall sign “**No claim certificate**” on running bills and in case of any claims or extra item he must mention the item and rate and Quantity. specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in Basti Development Authority.
- 58- Sales tax with surcharge shall be deducted on the gross amount of the work done for all the payments made to the contractor according to the provision of U.P Sales Tax Act modified from time to time.
- 59- The Contractor shall submit a certificate along with each bill that full labour payment has been made by the contractor till the end of the preceding month.
- 60- The provision of an item in the bill of quantities will not entitle payment for the same in case if forms part of any other item as per specifications, Special conditions of contract through the same may have not been specifically described in the description of the item(s).
- 61- The Contractor shall have to sign **FARKHATI** at the time of final bill.

SECURED ADVANCE :

62- Secured Advance on Materials

The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge, Basti Development Authority be allowed “Secured Advance” on the security on materials to the extent of 75% of the estimated value of major materials which in the opinion of the Engineer-in-charge, Basti Development Authority are non-perishable and are non-perishable 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 work. When materials on account of which an advance has been made under this sub-clause are incorporated in the works, the amount of such advance shall be deducted from the last payment made under any of the clauses of this contract. An indenture bound on Rs. 100.00 non judicial stamp prepared and submitted.

ABNORMALLY HIGH/LOW RATES

- 63- In the case of abnormally low rated items, the minimum quantity stipulated in the agreement must be executed and no reduction in quantity shall be allowed without prior approval of the competent authority.
- 64- **THEORETICAL CONSUMPTION OF MATERIAL**

After the completion of the work the theoretical quantity of cement to be used on the works shall be calculated on the bases of PWD/CPWD statements showing quantities of cement to be used in different items of work provided in the Delhi schedule of rates applicable to the agreement but for the items on which DSR is not applicable the consumption of cement shall be decided the

E/I of the work. Over this theoretical quantity of cement further variation on either side shall also be allowed as under.

Maximum permissible percentage	Estimated Cost put to tender
2% (Two percent)	for works more than Rs. 5.00 Lacs.
3% (Three Percent)	for works upto Rs. 5.00 Lacs

The variations in respect of other materials shall be as per norms in Central P.W.D work/ U.P.P.W.D.

The cost of quantity of cement, steel, bitumen or any other material less used than the theoretical quantity allowing variation of minus side shall be recovered from the contractor at double the prevailing market rates plus the cost of cartage to site.

CO-OPERATION WITH OTHER AGENCIES

- 65- The contractor shall not put hindrance to any person or to other Contractors authorized by the department to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the E/I shall be final and binding upon all the parties concerned.
- 66- The contractor shall do his work in such a way that the work of other contractor is not hampered.

MISCELLANEOUS

- 67- The contractor shall treat all materials obtained during dismantling of a structure, excavation of the silt for a work etc. as Government's property and such materials shall be disposed of to the instructions in writing issued by the Engineer-in-charge.
- 68- The normal working hours shall be from 8.30 A.M to 5.30 P.M and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the E/I. No claim whatsoever shall be entertained on this account.
- 69- The contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work. He shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workmanlike manner. Nothing extra shall be paid to the contractor

for this clearing up. The contractor shall maintain and keep the area in agreed sanitary condition which is used by men engaged in the work by him. He shall remove and clear all structures etc, which may have been set up by the contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-charge, Basti Development Authority.

- 70- In claim for the interest will be decision of E.E, Basti Development Authority shall be final & binding on the contractor.
- 71- No claim for the interest will be entertained by the Basti Development Authority in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between the B.D.A. and the contractor or in respect of any delay on the part of Basti Development Authority in making monthly payments or otherwise.
- 72- The contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the labourers' residence at the site of work. Suitable area of land shall be earmarked to contractor to put the labour camp. Contractor shall however be responsible to hand over the site to Basti Development Authority duly cleared from all encumbrance immediately after completion of work failing which completion certificate of the contract shall not be issued.
- 73- Stamp duty will be paid as per rule / order.

**EXECUTIVE ENGINEER,
BASTI DEVELOPMENT AUTHORITY,
BASTI.**

G.P.W. FORM – 9

Approved by U.P. Govt. Vide D.O.No. 6628-A C-23-S.No.
Anubhag G-19, AC/1969 Dated 09-03-1972

And Also

Amended vide CE's Letter 1921/MT 62/1973 Dt. 30.03.1974

CHAPTER – VII: PART-371

GENERAL CONDITIONS OF CONTRACT

1- DEFINITIONS

1. The “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the **Basti Development Authority** 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 meaning herewith respectively assigned to them :-
 - a) The “**WORK**” or “**WORKS**” shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted or additional.
 - b) The “**SITE**” shall mean the land and/or the other places, on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The “**CONTRACTOR**” shall mean the “**Individual**” or “**Firm**” or “**Company**” whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.
 - d) The “**VC**” shall mean the Chief/ Executive Officer, Basti Development Authority , his successors or assignees.
 - e) The “**ENGINEER-IN-CHARGE**” shall mean the C.E/S.E/E.E as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of B.D.A.
 - f) “**B.D.A**” shall mean Basti Development Authority (Constituted under section 3(i) of U.P. Urbane Planning Development Act 1973 and

having its main administrative office Town Hall, VC/Secretary/C&AO/CE/SE any of the their authorized representative and/or its successors and permitted assignees.

- g) The **“TENDERED COST”** Shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
 - h) The **“DEPARTMENT”** shall mean Engineering Department of Basti Development Authority.
 - i) The **“ESTIMATED COST”** shall mean the cost of entire work to tender.
 - j) The **“MARKET RATE”** shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at site where the work is to be executed plus the profits and overheads as permitted by him.
3. The Tenderer is required to submit a non-judicial stamp paper of Rs. 10/- (Rupees Ten Only) with a Rs. 1/- revenue stamp affixed there on. In case the tender is received without non-judicial stamp paper worth Rs. 10/- it will not be considered.
4. Vide G.O. No. 1916/17-8-A-32-185 dated 17.10.85 of U.P. Govt. the Tender is required to submit non-judicial stamp paper as per the direction of Basti Development Authority Basti on the full security of the bonded amount at the time of signing contract documents.

CLAUSE 1: SECURITY DEPOSIT

2% earnest money deposited by the contractor at the time of tender which will be converted to security money and after taking 3% F.D.R./C.D.R./N.S.C. will be executed with the contractor and 5% security will be deducted from the running bill of the contractor for the work actually done.

Such deduction will be made and held by the BDA by way of security deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. securities or Fixed Deposit receipt or Guarantee Bonds of any Scheduled Bank in India if the security is furnished in the form of Guarantee Bonds the Contractor undertakes to review and to furnish fresh guarantee to cover the period of time of extension, if any, and failure on his part to do so shall be considered as breach of contract and without prejudice to any other remedy provided in these conditions, the Engineer-in-charge shall have the right to withhold payments and deduct entire security amount from any money becoming payable to the contractor under this or any other contract with the B.D.A.

The amount of the security money shall, if not with held on account of breach work or after payment of the final bill, whichever is later provided that in case that payment of final bill, is not made within twelve months of the completion of the work 75% of the amount of the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of B.D.A.

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

CLAUSE-2: COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one percent of estimated cost or such smaller amount as the (whose decision in writing shall be final) may decide on the amount of the estimate cost of the whole work as shown in the tender for every day that the work remains uncompleted after the proper date and further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which time allowed for any work exceed one month to complete on e eighth of the whole of the work before one fourth of the whole time allowed under the contractor has elapsed, three eighth of the work before half of the of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation as amount equal to one percent, or such smaller amount as the B.D.A. (whose decision in writing shall be final) may be decided on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided that before tacking action under this clause the officer accepting the contract on behalf of the .D.A shall give a notice of 15 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of estimated cost put to tender (to struck of, in all cases when the time allowed for completion does not exceed one month).

CLAUSE-3: ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

Action when whole of security deposit is forfeited. The officer accepting the contract on behalf of the B.D.A. or the Engineer-in-charge shall have the power without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- a) If, the Contractor having been given by the Engineer-in-charge, a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Junior Engineer/Assistant Engineer/Executive Engineer/ /Superintending Engineer shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so-ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the

requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the date of completion or he has already failed to complete the work by the date.

- b) If the contractor being a company shall pass a resolution or the Court shall make an order that 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 creditor to appoint a Receiver or Manager or which entitle the court make a winding up order.
 - c) If the Contractor commits breach of any of the terms and conditions of this contract other those mentioned in sub-clause a above.
 - d) If the contractor commits any fact mentioned in clause-21 hereof.
- 2- When the contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of BDA or the Engineer-in –charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the BDA.
- l) To determiner or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge or communicated through Assistant Engineer/Executive Engineer/ /Superintending Engineer shall be conclusive evidence upon such determination or rescission the security deposit of contractor shall be liable to the forfeited and shall be absolutely at the disposal of the B.D.A.
- (2) To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-charge communicated through the AE/EE/CE/SE shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates the difference shall not be paid to the contractor.
- (3) After giving notice to the contractor to measure-up the work of the contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the

BDA under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

- 3- In the event of any one or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof 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-4 CONTRACTOR REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT)

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

CLAUSE- 5: EXTENSION OF TIME

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge the officer accepting the contract on behalf of the Basti Development authority through the Engineer-in-

charge and copy thereof is sent to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desire such extension as aforesaid and the office accepting the contract on behalf of the BDA shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper provided that the extension of time should be limited to 25% of the total period of the contract and in no case exceeding 4.5 months. The case of extension of time beyond such period shall be submitted to the authority next higher the office accepting the contract on behalf of the BDA, provided always that if t he contractor continues to perform, the work beyond and the date of completion or the right of the BDA to claim compensation under Clause-2 shall not be deemed to have been waived. In case the delay is because of the lapse on the part of contractor, the time extension may be granted at the sole discretion of the sanctioning authority in the following way.

Work Value	Sanctioning Authority	No of Days	Penalty
1. for all works	CE/EE	First 30 Days	No penalty
	Secretary	Next 60 Days	1% of remaining work value
	V.C.	Next up to 60 days or more	2% of remaining work value

above mentioned penalties shall be applied if the delay is on the part of contractor.

CLAUSE- 6: COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE

On completion of the work the contractor shall send a registered notice to the Engineer-in-charge giving the date of completion and sending a copy of its to the office accepting the contract on behalf of the BDA and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall be work be considered to be complete until the Contractor shall have removed from the site on which work shall be executed, all scaffolding surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding material and the rubbish and dispose off the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates whose measurement shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and

acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such re-measurements shall be binding on the contractor (Ten days will apply towards at the headquarters of Engineer-in-charge and thirty days for works at other places delete whichever not applicable).

Within ten days of the receipt of the notice Engineer-in-charge shall inspect the work and if there is visible no defect on the face of the work, shall give the contractor a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. If on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

CLAUSE- 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE RELEASED AS ADVANCE.

No payments shall be made for works estimated to cost less than rupees twenty thousands till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees Twenty thousand, contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportion etc. to the part thereof then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the accruing of any claim nor shall it conclude, determiner or any of them as to the settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or on the date of the certificates of completion furnished by the BDA and payment shall be made within three months of the submission of such bills, if the amount of the contract plus that of the additional items is upto Rs. 2.00 lacs and six months if the same exceeds Rs. 2.00 Lacs . If there shall be any dispute about any item or items of the work then the or six months or as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have fully waived and absolutely extinguished.

CLAUSE-8: BILL TO BE SUBMITTED MONTHLY

A bill shall be submitted by the contractor each month on or before date fixed by the Engineer-in-charge for all works executed in the previous months and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purposes of having the same verified and the claim as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge get the said

work measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE-9 : CONTRACTOR TO BE GIVEN ONE WEEK TIME TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE DEPARTMENT.

Before taking any measurements of any work as referred to in clauses 6-7 and 8 hereof the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurements after such notice or fails to countersign or to record the different within one week from the date of measurement in the manner required by the Engineer-in-charge then and in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in Clause-8 be final and binding and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE-10: BILL TO BE ON PRINTED FORM,

The contractor shall submit all bills on the printed forms to be had on applications at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in case of any extra work ordered in pursuance of the conditions and not mentioned or provided for in the tender at the rates there in after provided for such work.

CLAUSE-11 : STORES SUPPLIED BY B.D.A.

If the specification or estimate of work provides for the use any special description of materials to be supplied by the Engineer-in-charge or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores & the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as are required from time to time be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under contract or otherwise or from the security deposit or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time from the Engineer-in-charge about the position for the availability of the materials as aforementioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractor shall be granted reasonable extension of time. All materials supplied to the contractor are the property of the contractor, but shall not on any account be removed from the site of the work except with the written permission of the Engineer-in-charge or under his order shall at all times be open to inspection by Engineer-in-charge. Any such material unused and in perfectly good condition at the time of the incompleteness or determination of the contract may by special arrangement be taken over by B.D.A. prevailing market rates if required for

use on other works in progress provided that the price allowance shall not exceed the amount charged to the contractor.

CLAUSE-12 : WORK TO BE 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 workmanlike manner and both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions as are not included in the detailed.

PWD/CPWD specifications for buildings and roads enforced from time to time or any other printed publications on general specifications or ISI specifications referred to else where in the contract.

CLAUSE-13 : ALTERATION IN SPECIFICATIONS AND DESIGN :

The Engineer-in-Charge shall have power to make any alteration in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs instructions that may appear to him to be necessary during the progress of the work and the contractors shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of Time to consequence of Alterations:

The time for the completion of the work shall be extended in the proportion the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this a further period to the extent of 25 percent of the time so extended may be allowed to the contractor.

The rate for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

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

- ii) If the rate for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD schedules of rates - minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work out to tender.
- iv) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD specified above minus/plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of BDA. Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the contractor shall within 7 days of the date of receipt of the order to carry out the work, inform the officer accepting the contract on behalf of the BDA or Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rates claimed and the SE/EE shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting the contract on behalf of the BDA or Engineer-in-Charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under the Clause.

CLAUSE-14 : NO COMPENSATION FOR ALTERNATION OR RESTRICTION WORK TO BE CARRIED OUT.

If at any time, after the commencement of the work the BDA or the CE/SE decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part of works as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work or the performance of the contract. But the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quality and

not in excess of the requirements of the work and to pay to contractor the actual cost there of the amount of which cost a certificates by the Engineer-in-Charge shall be binding on the contractor. In the event of this option not being exercised the contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the CE/SE who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision of SE/EE shall be final and binding on the contractor.

CLAUSE-15 : ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK.

If it shall appear to the to the Engineer-in-Charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unshelled workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or off a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work. materials articles complained/of notwithstanding that same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may required or as the case may be remove the materials at his own proper charge and cost, and in the event of his failing to do so within a period to be 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 this default also, while his failure to do so shall continue, and in the case of such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

CLAUSE-16 : ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK.

BDA shall have the right to accept at reduce rate, substandard or defective work and to cause and audit and technical examination of the works and the running and final bills of the Contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the Contractor shall be liable to refund the amount of the over payment and that shall be lawful for BDA to recover the same from him in the manner prescribed in Clause (1) above or paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by BDA to the contractor.

Provided that the substandard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of t he work so accepted is suitably reduced by him to compensate the BDA and such reduction is binding on the Contractor.

CLAUSE-17: WORK TO BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.

All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinate and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the Engineer-in-Charge or his subordinate to visit the works shall have 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).

BDA as to any matter as to which under these conditions he is entitled to be satisfied or which 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 also necessary for the purpose of setting to works and counting, weighing and assorting in the measurements or examination at any time and from time to time the work of materials. Failing his, so doing, the same may be provided by the BDA at the expense of the Contractor and the expenses may be deducted from the money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE-18: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP.

The Contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of the measurement and shall not cover up or paced beyond the reach measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate-in-Charge of the work, and if any work, and shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained 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.

CLAUSE-19: CONTACTOR LIABLE FOR DAMAGE DONE & FOR IMPERFECTIONS FOR TWELVE MONTHS ONE YEAR CERTIFICATES.

If, the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall happen to the work while in progress from any case whatsoever, or any defect shrinkage or other faults appear if it within TWELVE MONTHS/ONE YEAR after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid the Contractor shall make the same good at his

own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense of which the certificate of the Engineer-in-Charge shall be final] from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof a sufficient portion thereof or any other manner legally permissible.

CLAUSE-20: CONTRACTOR TO SUPPLY PLANT LADDERS SCAFFOLDING ETC.

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) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work.

CLAUSE-20(A): DAMAGES ARISING FROM NON PROVISION OF LIGHT FENCING ETC.

The contractor shall also provide all necessary fencing, lights required to protect the public from accident, and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law what may be brought by any person for injury sustained owing to neglect of the above precautions, and to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person. If any equipment is issued departmentally, rent will be recovered from the contractor's bills at current rates fixed by the CE/SE terms of such issue to be ascertained by the contractor from the Engineer-in-Charge in writing in advance.

CLAUSE-21: WORK NOT TO BE SUBLET.

The contract shall not be assigned or sublet without the written approval of the officer accepting the contract on behalf of the BDA and if the Contractor shall sign to sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do, or if any bribe, gratuity, gift, load perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of BDA in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract on behalf of the BDA or may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of BDA and the same consequence shall ensue as if the contract had been rescind under Clause-3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

CLAUSE-22:

The contractor shall not for the execution of the work employ any labour under 12 years of age and within the limits of any cantonment, any female labourer. For every

breach of this Clause the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix, and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time, thereafter, become due to the contractor.

CLAUSE-23:

- a) The Contractor shall pay to his labourers a fair wage and supply every labourer employed by him with a wage card on which the rate of wage, the attendance and payments will be entered.
- b) The contractor he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wage are applicable the ways will be such as may be certified as fair wages by the Engineer-in-Charge and shall send a copy of the notice to the Engineer-in-Charge.

CLAUSE-24:

All statutory provisions shall bind the contractor with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE-25:

The contractor shall comply with all labour laws as applicable at the site of the work.

CLAUSE-26:

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the directions issued by BDA from time to time for the protection of health and sanitary arrangements for workers employed by the departments for workers employed by the department and its contractor.

CLAUSE-27: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS.

- 1) Leave
 - i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
 - ii) In the case of miscarriage upto 3 weeks from the date of miscarriage. In case of delivery-leave pay during maternity leave will be at the rate of women's average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at rate of seventy five paise a day whichever is greater.

- iii) In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- iv) Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to woman unless she has/shall employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

In the event of the contractor committing a default or breach of any of the provisions of the BDA directions to contractor for the protection of health and sanitary arrangements for the workers or furnishing any information of health and sanitary arrangements for the workers or furnishing any information or submitting materially incorrect. the contractor shall without prejudice to any other liability pay to a sum not exceeding Rs. 50/- for every default or breach and in the event of the contractor defaulting for each day or default subject to a maximum of 5% of the tendered cost of the work. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge the contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the contractor (herein referred as the said directions) the shall have power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed there in the notice. If the Contractor fails-within the period specified in the notice to comply with and observe the said direction and to provide the amenities to the work people as aforesaid, the mentioned at the cost of the contractor. The contractor shall erect, make and maintain at his expense and according to approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the same shall not have been erected or constructed, according to arrangements be remodeled and/or reconstructed according to approved standards) and if the contractor fails to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at cost of the contractor.

CLAUSE-28:

The Contractor shall at his own cost provide his labour with number of huts (herein after referred to as the camp) of the following specification son a suitable plot of land to be approved by the Engineer-in-charge.

- 1(a) The minimum height of each hut at the eye level shall be 7 feet and floor area to be provided will be at the rate of 30 Sq. feet for each member of the workers family staying with the labourer.
- 1(b) The contract shall in addition construct suitable cooking place having a minimum area 6'x5' adjacent to the hut for each family.

- 1(c) The contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four each per one hundred of the total strength latrines and urinals being provided separately for women.
- 1(d) The Contractor 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.
- 2(a) All the huts shall have walls of sun-dried 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 wall should be plastered with mud gobri on both sides. The floor may be kutchra but plastered with mud gobri and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
- 2(b) The Contractor shall provide each hut with proper ventilation.
- 2(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.
- 2(d) These shall be kept an open space of at least 7 yards between the rows of huts, approval of the Engineer-in-charge back to back construction will be allowed.

3. Water Supply :

The contractor shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry shall be provided. The contractor shall also, at his own cost, make arrangements for laying pipe lines for water supply to his labour camp from the existing main where available and shall pay all fees and charges therefore.

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

5. Disposal of excreta

The Contractor shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health. Authorities. If trenching or incineration is not allowed, the contractor shall make arrangement for the removal of excreta through the municipal committee/ Authority and inform about the number of labourers employed so that arrangement may be such committee/Authority for the removal of excreta. All charges on this account shall be borne by the contractor shall provide one sweeper for every eight seats in case of dry system.

6. Drainage:

The contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid and ancient to the worker.

8. Sanitation:

The Contractor shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.

CLAUSE-29: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL.

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

CLAUSE-30: CHANGE IN CONSTITUTION OF FIRM

In the case of tender by partners any change that constitution of the firm shall be forthwith notified by the contractor the Engineer-in-charge for his information.

CLAUSE-31: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE.

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

CLAUSE-32: PROTESTS/DISPUTES AND ARBITRATION :

- a) If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-charge or of this subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest with the Engineer-in-charge stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner herein specified, and within the time limit, stated, the recorded rulings instructions of decisions of the Engineer-in-charge shall be final and conclusive. Instructions or decisions of Engineer-in-charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.

- b) If the contractor is dissatisfied with the final decision of Engineer-in-charge in pursuance of Clause 32(a) the contractor may within twenty-eight days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the Contractor fails to give such notice within the period of Twenty days is stipulated above the decision of Engineer-in-charge BDA shall be conclusive and binding on the contractor.

CLAUSE-33: ARBITRATOR

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings, specifications, estimates instructions or order on these conditions or otherwise concerning the work or the executive or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Vice Chairman, BDA. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as BDA servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Vice Chairman, BDA as aforesaid/shall act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge te time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act. 1940 or any statutory modification or re-enactment thereafter and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

CLAUSE-34: ACTION WHERE NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no specification in the contract. Such work shall be carried out in accordance with the detailed PWD/CPWD/ISI specification/Most specifications and in the event of there being no detailed specifications for the same work shall be carried our in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE-35: CONTRACTOR'S PERCENTAGE

The addition and deduction on account of the percentage referred to at page of the accepted tender will be calculated on the gross and not the net amounts of bills for work done.

- 1) In every case in which by virtue of the provisions of section 12 Sub-section(i) of the workmen Compensation Act 1923 BDA is obliged to pay compensation to a workman employed by the contractor or by any Sub-Contractor from him in the execution of the said work, BDA will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of.

BDA under section 12 Sub-section (2) of the said Act. BDA shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the contractor to his credit under Clause (1) of these conditions or from any other some due to BDA from the Contractor whether under this contract or otherwise.

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

CLAUSE – 36:

No bricks for use on the work shall be manufactured within the limits of a Municipality or cantonment or Notified Area or within half a mile of the site of work. Any brick so manufactured may be rejected by the Engineer-in-Charge.

CLAUSE – 37:

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

If the contractor fails to comply with this condition, the Engineer-in-Charge may cause the ground to be levelled and dressed by other workmen and deduct expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums which may be or may at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.

CLAUSE – 37:

Without prejudice to any other remedy provided by law the BDA shall recover all dues here from the contractor as arrears of land revenues.

CONTRACTOR

**EXECUTIVE ENGINEER
B.D.A. BASTI.**

SYSTEM OF CHECKING/STAGE PASSING REGISTER

Following format is proposed for stage passing register for under mentioned works.

FOR B.M./AC WORKS:

Sl. No.	Date	Location (Read) change(m)	Layers/ Material (BM/AC)	Remarks Major observations	Signatures of Representative
				Contractor	Authority

1. For each road separate page will be made which will be used for both MB/ AC work on that road.
2. Items to be checked for passing a stage are as under:

On the day of laying (At plant site):

- a) Gradation of aggregate mix.
- b) Bitumen content
- c) Temperature of bitumen in tank
- d) Arrangement for adding filler in AC mix, at hot mix plant.

Preparation of existing surface:

- a) Cleaning of existing surface.
- b) Quantity of tack coat.

At the time of laying :

- a) Thickness (loose)- random.
- b) Temperature of bituminous mix (if found less or excess to the specified temperature on some date, it will be noted on stage passing register).

After one day of laying :

- a) Field density.
- b) Thickness (compacted)
- c) Camber

A. FOR M.S.S. WORKS :

SL. No.	Date	Road/Change (m)	Major Observations/Remarks	<u>Signature of Representative</u>	
				Contractor	Authority

1. For each road separate page will be made.

On the day of laying :

- a) Gradation of aggregate mix.
- b) Bitumen content.

Preparation of existing surface:

- a) Cleaning of existing surface.
- b) Quantity of tack coat.

At the time of laying:

- a) Thickness (compacted)
- b) Camber

B. FOR SUB GRADE AND WBM LAYERS:

Sl. No	Date	Stage	Location	Location(Road No., Change etc.)	Signature of Representative	
					Contractor	Authority

Sub grade:

Thickness of sub-grade will be treated as 50cm (to be laid in three layers). For each road. Seperate page will be made for all three (3) sub-grade layers.

WBM layers :

1. All test of gradation W.R.T any layer of WBM/ soiling shall be recorded on separate pages. Each page allotted to one road only. Record will be date wise.
2. All result (both conforming/not-conforming) shall be noted stage Passing Register.
3. All results will be mentioned in respective DIR

Sl. No.	Date	Stage	Location Road No., Change etc.)	Major Observation/ Rema RKS	Signature of Representative	
					Contractor	Authority
1.		Completion of shuttering		If not approved give details		J E
2.		Completion of reinforcement		a) Bars dia & No b) Tying at each J c) Use of cover blocks Use of chairs.		A E
3.		Concrete		a) Mixing hand mixing Mecha Mixing Strength (conc. cubes)		A E

1. **Sewer Work:**

Cradle width/thickness slope shall be checked by AE

2. **Drain Work:**

Lean conc./bed slope to be checked by AE

PROCEDURE OF WORKING AT SITE

1. EARTH WORK:

- I) Road sections shall be divided into sections which can be compacted by a roller for 20cm thickness.
- II) Break clods, size of coarse material in the mix of earth shall not exceed 75mm when used in the embankment and not exceeding 50mm when used in sub-grade.
- III) 40truckloads of good earth (250) shall be brought at site and spread uniformly in 20cm layer every day.
- IV) Add water if required to attain OMC
- V) Roll the earth to attain 95% of max dry density.
- VI) Repeat the operation for the next layer.

2. PREPARTION OF SUB-GRADE::

- I) Mark the concrete of proposed black to road at 10m intervals.
- II) Fix bricks or any other mark at center as per the formation level.
- III) Fix the transverse levels on either side of cross section of carriage way considering the width and camber of 2.5%.
- IV) Dress up the carriage way as per the grid of pegs/bricks, burred in the sub grade to have the carriage way as per required levels and grades.
- V) Raise shoulders to height of loose stone aggregate so as to contain the stone aggregate.

3. WATER BOUND MACADAM::

- I) Consolidation of stone aggregate.

Make profiles as per camber with loose stone St 10m intervals longitudinally.
- II) Spread the Stone age. To required levels and grades dress and roll from edges to center. Do not allow spreading to a length more than that could be compacted during next 3 days.
- III) The filler shall be applied at a slow and uniform rate (in three or more applications), not dumped in piles so as to ensure filling of all voids. Dry rolling and bromine shall accompany this. These operations shall continue until no more screening can be forced into the voids of the coarse aggregate.
- IV) The surface shall be copiously sprinkled with water, swept and rolled.
- V) After the consolidation of WBM, the pavement shall be allowed to dry.

VI) And set before the next pavement layer is laid over it.

4. **BITUMINOUS WORKS:**

Bituminous works shall include mix seal surfacing, bituminous macadam and asphaltic concrete.

I) **APPLYING TACK COAT:**

The surface shall be cleaned of dust/dirt with the help of wire brushes, kolchi etc. at a time area of one tipper shall applied in the tack coat.

A) At hot Mix Plant:

Check for grading of material, quantity of asphalt temp. of mix as per mix formula.

B) Laying:

Laying shall not be taken up during rainy season, when the base course is wet or when atmospheric temperature. Is less than 10C in shade.

II) The screener shall either have heating arrangement or shall be heated from outside before laying of mix.

III) Longitudinal joints and edges shall be constructed true to the delineating line parallel to the center line of road.

IV) Thickness of the Macadam:

To attain the average thickness of the macadam (BM or AC), weight of the mix in the truck is divided by density, width of the strip, depth (compacted) to obtain length of BM/AC in that particular tipper. This is now required depth can be practically achieved in the field.

v) Roll till there are no wheel marks on the surface.

TOLERANCES FOR SURFACE REGULARITY:

Sl. No.	Type of construction	Longitudinal Profile (mm)	Cross Profile (mm)
1.	Sub-grade (earth	24	15
2.	Sub-grade (granular/stabilize/ oversize WBM)	15	12
3.	WBM base/BUSG	12	8
4.	Premix carpet, mix seal, BM. semi-dense.	10	6
5.	Asphaltic concrete	8	4

Notes:

With 3 meter straight edge.

Under camber template

There are restrictions on the number of undulations of different sizes that ca.....our in a given length. For more details, see IRC: SP-11.

SPECIAL CHECKS DURING EXECUTION

Special checks during execution stage of roads, for
various activities of construction

1. **EARTH WORK IN EMBANKMENT**

- I) Compact the original ground.
- II) Clods or hard lumps should be broken down to 15cm when placed in body of embankment and 6cm when placed in sub-grade portion.
- III) During compaction have a particular check on:
 - a) Soil should be spread in uniform layers not exceeding 250mm loose compacted to 200mm.
 - b) Moisture content at the time of compaction should be +1 to – 2% of OMC.
- ii) Density of each layer not be checked before permitting subsequent layers.
- iii) Soil test to be conducted to check PI value, which should be less than 6%.

2. **PREPARATION OF SUB-GRADE:**

- Look into the following points while preparing the base prior to laying of sub grade.
 - i) The surface should be finished to the specified grade, level and camber (2.5%) and checked by use of template, and straight edge.
 - ii) The sub-grade should be such so as to give at least 95%/97% (as stipulated in specification) of MD density and should not be in saturated condition at the time of laying of sub grade coarse (90-45mm aggregate).

5. **WATER BOUND MACADAM (WBM):**

Special attention on following points construction:

- i) Arrangements for lateral points confinement of aggregates must be provided. This conveniently be done by raising the shoulders in stages equal in thickness each layer of WBM.
- ii) Do not allow spreading of coarse aggregate to a length more than that could be compacted during the next 3 days.
- iii) Dry roll the aggregate thoroughly correct the high/low spots. Complete rolling indicated by a loose stone piece getting crushed under the roller without sinking.

- iv) Rolling should start from low edges and progress gradually towards higher points. Each roller pass should overlap half the width of the earlier pass.
- v) After rolling aggregate (ballast) apply screening (filler matter) in thin layers in operations at slow rate. The binding material should be dry. and the objective should be to drive in as much binder as possible to fill up all the voids of the aggregate. Dry roll should be continued as the screenings are applied.
- vi) Sprinkle the surface with water, sweep and roll. Avoid too much water that can soften the sub grade.
- vii) Continue rolling till full compaction is achieved.
- viii) P.L. of filler material should be up to 6%.

QUALITY CONTROL FOR ROAD WORKS

1. TOLERANCES IN SURFACE LEVELS:

i)	Sub-grade	---	+20mm – 25mm
ii)	Sub base (flexible)	---	+10mm – 20mm
iii)	Base coarse (flexible)		
	a) Bituminous coarse	---	+6mm – 6mm
iv)	Other than bituminous		
	a) Machine laid	---	-10mm + 15mm
	b) Manually	---	+15mm – 10mm

1. TEST ON EARTH WORK FOR EMBANKMENT:

- (1) Compaction control shall be exercised for the body of embankments on each layer of earth by taking at least one test of density per 1000 cum moisture content prior compaction one test per 250cum of soil.
- i) Water bound macadam : :
- ii) Aggregate impact value : One test per 200cum of aggregate
- iii) Grading : One test per 100cum
- iv) Flakiness Index : One list per 200cum

2. CONTROL TESTS FOR BITUMINOUS WORKS

- (1) Tack coat:
As directed by Engineer-in-charge.
- (2) Quality of binder:
Both at plant and at the time of application tack coat.
- (3) Rate of spread of binder to be adjusted as per the yards stick, at regular intervals (one hour)

3. BITUMINOUS MACADAM:

- I) Aggregate impact value One test per 50 M3 of aggregate (max. 30%)
- II) Flakiness index elongation index of aggregate – One test 50 cum of aggregate (max. 30%)
- III) Grading of aggregates – Two tests per day plant both on the individual constituents and mixed aggregate from the dryer. (As per job mix formula).
- IV) Water absorption of aggregate – Initially one set of 3 representative specimens for each source of supply (max. 2%).
- V) Binder content – Periodic subjects minimum of two tests per day per plant. (as per job mix).
- VI) Control of temperature of binder at regular close intervals says one hour and aggregate for mixing and of temp. of binder at the time of mixing shall the mix at the time of laying and be between 150c to 163c provided that rolling the difference in temperature between binder and aggregate at no time exceeds 14c the discharge temperature of mix shall between 130c to 160c rolling operations shall be completed in every respect before the temperature of mix falls below 100c.
- VII) Rate of spread of mixed material regular control through checks of layer thickness.

4. ASPHALTIC CONCRETE:

- i) Aggregate impact value – One test per 50 cum of aggregate (max. 30%)
- ii) Flakiness index and elongation index of aggregate – One test per 50cum of aggregate (max. 30%)
- iii) Stripping value initially – One set of 3 representative specimens for each source of supply .
Subsequently when warranted by changes in the quality of aggregate.
(Minimum retained coating 95%).
- iv) Water absorption – Do (max. 2%)
- v) Mix grading – One set of test on individual constituents and mixed aggregate from the dryer for each 400 tones of mix subjects to a minimum of two tests per plant per day – (As per job mix design).
- vi) Stability of mix for each 400 tonnes of mix produced a set of 3 marshal specimens to be prepared and tested for stability flow valve density and void content subject to a minimum of two sets being tested per plant per day.
(Marshall stability not less than 820 Kg.)
- vii) Control of one test of each 400 tones of mix subject and gradation of mix. To a minimum of two tests per day per plant. Temperature controls same as that for BM.
- viii) Rate of spread of mixed material.
Regular control and through checks on the weight of mixed material and layer thickness.

- ix) Density of compacted layer – One test per 250 sqm of area.

SPECIFICATION

The work shall be carried out strictly in accordance with.

- a) The latest PWD specifications for works.
- b) Relevant ISI/IRC standards for work not covered under Clause (a)
- c) Material bearing ISI mark shall be used in works.
- d) Non ISI material may be use after the approval of the Engineer-in-Charge, in case ISI marked material is not available or other wise specified in the item given in BOQ of the Tender document.
- e) Earth work in roads, WBM, BM/SDC or MSS as per specifications of MOST (Third revision – April 1955).

Important Instruction :-

The contractor own will take permission about Excavation of earth from concerning department.

**CONTRACTOR
ENGINEER**

EXECUTIVE

Annexure-1

For Electrical Works

Additional Special Conditions Instructions

And Important Notes

1. For Electrical works, approved 'A' category certificate of electrical safety directorate shall be necessary.
2. No extra cost for claim will be admissible for adopting those special conditions / instructions mentioned in the following para. These conditions should be thoroughly studied and taken into account by the contractor while tendering and signing the contract agreement.
3. All work should be carried out as per latest U.P. P.W.D. Vikas Pradhikaran specification laid down for external electrical work.
4. All the items , fixtures to be used on the work shall be as per drawing and U.P. P.W.D/ Vikas Parishad specifications as mentioned and sample shall to

be got approved by the E/I. Necessary drawings may be made available by the E/I.

5. The contractor must visit site and office and understand the specifications of material of the works.
6. The Contractor shall only store such material at site, which are to be used in the work. Material which are not to be used in the work or material of inferior quality shall not stored at site without the written permission of the E/I , BDA is not bound to provide free storage or place to the contractor. The Contractor shall have to make his own arrangement at his own cost.
7. The Contractor shall remove all the defects till the work is handed over to Uttar Pradesh Power Corporation Ltd. and he will cooperate and help him handing over the works.
8. The work shall be opened for inspection by Technical Audit Cell or any inspecting authority constituted by the BDA and defects pointed out by them will have to be removed by the contractor at his own cost, within five years of finalisation of the bond. Incase the contractor fails to rectify those defects, actions for recovery of amount required for rectification of these defects shall however be taken by the Authority.
9. The contractor to whom is allotted may have to produce on demand by the BDA purchase vouchers, challan etc. from the principal manufacturer or authorised dealer for verification of correct supply of material. The contractor will have to submit on demand the satisfactory test certificate of materials used in the works which shall be issued from the principal manufacturer or dealer.
10. The Authority is not responsible for arranging any material whatsoever and the contractor will have to complete the work within specified time with specified material, Non-availability of material delay in arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.
11. The contractor shall submit drawings of the electrification work executed by him in detail on the layout plan in four copies before submission of the final bill.
12. The contractor shall take care that while constructing the lines and sub-stations, the Indian Electricity Rules with latest amendments are followed in

general and specially in respect of clearances, sag and safety etc. The sagging shall be strictly as per ISS and to the entire satisfaction of the E/I.

13. Mode of measurement of conductor and earth wire shall be by weight and will be calculated by measuring the distances from centre to centre of the pole and computing the weight of the conductor of that size and length by using standard table adding three percent (+3%) extra which shall be allowed for wastage, sag, jointing binding and jumpering etc.
14. The portion of the building road, sewers, water lines etc. damaged during execution of the work shall be repaired properly to original finish by the contractor at his own cost to the entire satisfaction of the E/I.
15. The successful tenderer/contractor will be fully responsible for any damage/accident. caused to their labour any damage to third party or their property or BDA property during execution of works.
16. In case of any dispute arising in execution of the agreement the matter will be referred to the concerning Superintending Engineer/ CE of the BDA for decision which will be final binding on the contractor.
17. The contractor will be responsible to obtain and submit necessary approval of the works executed by him from the concerned Electrical Inspector to U.P. Govt. and ask to get the work energised and handed over to the U.P. Power Corporation Ltd. Necessary fee or charges as required will be paid by the BDA on production of original receipt.
18. The contractor shall not without the consent in writing of the concerned Executive Engineer of BDA sublet his contract than the raw materials.
19. The Contractor shall at all provide sufficient notice and caution board, lights and watchman etc. to protect, warn the public and guard the work at his own cost. Any damage or theft of line/sub station material shall be the liability of the contractor who will replace, rectify all such items at his own cost till the works executed by him are handed over to U.P.P.C.L. irrespective of payment has been made or not.
20.
 - (a) 80% payment of the works executed may be paid to the contractor as running payment.
 - (b) 10% payment may however be released to the contractor after proper completion of the works to the satisfaction of the E/I.

- (c) Balance 10% payment may be realised to the contractor after one month from the date of handing over works to U.P. Power Corporation Ltd.
21. The contractor will also maintain first aid box etc. at the site of the work and also follow the relevant regulations of the labour laws.

CONTRACTOR

EXECUTIVE ENGINEER

बस्ती विकास प्राधिकरण-बस्ती

DETAILS OF MEASUREMENT AND BILL OF QUANTITY

**Name of Work: कंपनी बाग मेन रोड से दीप नरायन के घर तक नाली ढक्कन सहित
निर्माण कार्य**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P
1	2	3	4	5	6
1.01	Site clearance and remove of refuse materials	1.000	LS	1000.000	1000.000
1.02	Dismantling of brick work.9(S.I No.692	5.520	CUM	448.000	2472.960
1.03	E/W Excavation in foundation in ordinary soil(S.I.no 251)	80.000	CUM	115.000	9200.000
1.04	P/L P.C.C. 1:6:12 cement sand 40 mm size brick ballast all complete work (S.I.No.273)	8.000	CUM	3500.000	28000.000
1.05	M 150 class B/W with 1:4 cement and C. sand mortar all complete work (SI no.305A)	24.000	CUM	5460.000	131040.000
2	12 mm thick plaster 1:4 cement and C. sand all complete work. (S.no.584)	96.000	SQM	150.000	14400.000
3	P/L 25 mm thick P.P.C1:2:4 cement C sand chip's all complete work(SI.No.279A)	1.000	CUM	7700.000	7700.000
4	R.CC work with 1:2:4 cement coarse sand 20mm stone grit froslab (S.I.no.284)	6.144	CUM	8350.000	51302.400
5	Rainforcement in R.C.C Work SIno.504	4.290	QTL	7080.000	30373.200
6	Recovery of bricks	1016.000	Nos	6.400	-6502.400
7	Recovery of brick bats	3.312	Nos	1250.000	-4140.000
Total in Figures					264846.16

JE

AE

EE

I/We am/are registered as..... Class contractor for work of Road, Building, Sewer Water Main and Electrical Works for the Current year and am/are authorized to tender for this work according to registration.

I/ We have deposited the earnest money as detailed below :-

F.D.R./N.S.C.No.....

.....

.....Dated.....Name of Bank/post office.....

Rs..... I/We hereby agree to execute the above work at (in figure).....% above/below (in word).....% above/below the above mentioned estimated rates based on prevalent schedules of rates.

Opened by me.

CONTRACTOR

J.E.

A.E.

E.E.