



**PASHCHIMANCHAL VIDYUT
VITRAN NIGAM LTD.**

**CONTRACT DOCUMENTS
FOR
EXECUTION OF CIVIL WORKS**

**Electricity Civil Distribution Circle
Victoria Park, Meerut**

**NAME OF WORK – Roof Treatment and other Miscellaneous civil repair works of S.G.R. Building at 33/11
K.V. S/S Dabki Gujjar Distt. Saharanpur.**

NAME OF CONTRACTOR.....



PASHCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

**Electricity Civil Distribution Circle
Meerut**

CONTRACT DOCUMENTS

**FOR
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OF
CIVIL WORKS**

- I. Name of work : **Roof Treatment and other Miscellaneous civil repair works of S.G.R. Building at 33/11 K.V. S/S Dabki Gujjar Distt. Saharanpur.**
- II. Name of contractor & : Shri/M/s
Address :
.....
- III. Estimated cost of work : Rs.....
- IV. Sanction no. of estimate :
- V. (a) Cost of tender document : Rs /- Receipt No.....
(b) Tender cost of work : Rs.....
- VI. Earnest money deposited : Vide.....
By the contractor :
- VII. Date of start :
- VIII. Time of completion : months
- IX. Schedule date of completion :
- X. PROGRESS CHART :
1. $\frac{1}{4}$ Value of work within : days/months
2. $\frac{1}{2}$ Value of work within : days/months
3. $\frac{3}{4}$ Value of work within : days/months
4. Full value of work within : Days/months

SUPERINTENDING ENGINEER (CIVIL)

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IMPORTANT GUIDELINES FOR TENDERERS

1. Before submitting the offer, the tenderer is supposed to inspect the site of work and acquaint himself regarding site conditions, problems and facilities.
2. No compensation shall be admissible to the successful tenderer on account of any site condition.
3. The tenderer offer shall be submitted in two separate envelopes supplied with the tender documents.
4. In the envelope marked '**Part –I**', the tenderer shall put only earnest money in the required form for the amount mentioned in the notice.
5. The earnest money shall only be in the form of Fixed Deposit Receipt or Call Deposit Receipt or National Savings Certificates duly pledged in favour of Superintending Engineer, Electricity Civil Distribution Circle, Meerut.
6. 'Part-II' of the tender shall contain the quoted price/prices on the tender document at the place prescribed exclusively for this purpose. The price/prices should not be quoted anywhere else, otherwise the same may lead to the disqualification of the tender offer.
7. The tenderer will have to quote their rates, both in figures as well as in words in the enclosed schedule of items of work. In the event of any discrepancy between the rates quoted in the tender in words and that quoted in figures, the lowest shall be considered.
8. After sealing both envelopes, they should be tied together.
9. 'Part –II' of the tender offer shall not be opened if the earnest money in the desired form is not found enclosed in 'Part –I' of the tender offer.
10. the tender shall **remain valid for four (4) months** from the date of opening of the tender.
11. No part of the tender document shall be taken out and its seal should remain intact, otherwise the same shall lead to the disqualification of the tender offer.
12. In case of tenderer being a firm, it shall submit the constitution of the firm along with the power of attorney for signing the tender offer and representing the firm.
13. The right of acceptance of the tender will rest with undersigned who does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all the tenders received without assigning any reason thereof or to split up the whole work to more than one tenderness'.
14. The work may be divided amongst more than one contractor or only a part of the work may be awarded to the successful tenderer at the discretion of the undersigned without assigning any reason thereof. The tenderer are advised to quote their rates keeping in view this condition in such a way that they should be able to execute any portion of the work given in the bill of quantities without aspiring for the entire work.
15. No application effecting the prices and conditions shall be entertained after opening of the tender offers.
16. If the date of opening of tender offer happens to be a holiday, the same shall be opened on next working day at the same time.

17. The tenderer must give his full postal address below the signatures on the "Bill of Quantities" after quoting his rates. All future correspondence regarding this tender shall be done with him through his postal address and if any letter/information is not received to him, it will be the sole responsibility of the tenderer. If any registered letter returns back with the remarks that the address does not exist or the tenderer/contractor (individual or firm) not found at the given address then this will be taken seriously and may lead to disqualifying him from participation in future tenders and rejection of his tender bid.
18. Contract Agreement shall be executed on non-judicial stamp papers value of which shall be determined on one of the following rates, as the case may be, on the total security amount to be calculated as per clause no. (1) of General Conditions of the contract, as per India Stamp Act.

घोषणा पत्र

प्रमाणित किया जाता है कि मेरा कोई भी निकट सम्बन्धी विद्युत जानपद वितरण खण्ड/विद्युत जानपद वितरण मंडल, मेरठ में कार्यरत नहीं हैं।

निविदाकार

WORKING EXPERIENCE AND FINANCIAL CAPACITY FOR EXECUTING THE WORKS

A. Working experience for last 3 years.

Sl. No.	Name of the work	Cost (Rs. In lacs)	Date time of completion	Name & Address of officer under whom work was executed with certificate.
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Notes : 1. Testimonials submitted in support of the above may be issued from officer not below the rank of Executive Engineer.

2. Attach additional paper if details are not covered in this table.

B. Certificate showing position of Last Income Tax Clearance.

C. Certificates, testimonials showing financial capacity of contractor.

(Give Banker's name and financial capacity to execute the work)

SIGNATURE OF TENDERER

GENERAL CONDITIONS OF CONTRACT

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Engineer on behalf of the Chairman-cum-Managing Director, U.P. Power Corporation Limited and the Contractor, together with the documents referred to thereon, including these conditions, designs, drawings and instructions issued from time to time by the engineer incharge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
2. In the contract the following expressions shall unless the context otherwise requires, have the meanings herewith respectively assigned to them :-
 - (a) The "corporation" shall mean the U.P. Power Corporation Limited with its headquarter office at 14. Ashok Marg. Lucknow.
 - (b) The "Chairman cum Managing Director" shall mean the Chairman cum Managing Director of U.P. Power Corporation Limited, Lucknow, or his successors, or assigns
 - (c) The "Chief Engineer" shall mean the Chief Engineer with whom the Corporation has vested the administrative/Technical control of the work.
 - (d) The "S.E." shall mean the Superintending Engineer (Civil), who has been vested with such powers by the Corporation to place the order with the contractor and to sign the contract agreement on behalf of the Corporation.
 - (e) 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 assigns of such individual or firm or company.
 - (f) The "Works" or "Work" shall unless there be something either in the subject or context repugnant to such constructions shall be construed and taken to mean works by or by virtue of the contract to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
 - (g) The "Site" shall mean the land or other places on, into, or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract, or any adjacent land, path or street with may be allotted or used for the purpose of carrying out of the contract.
 - (h) The "Engineer or the contract" shall mean the Superintending Engineer, who has been authorized to supervise the work.
 - (i) The "Engineer-in-charge" shall mean the sub Divisional Officer or the Assistant Engineer, as the case may be, who will be incharge of the work.
 - (j) The "Department" shall mean the U.P. Power Corporation Limited.
 - (k) The "Estimated Cost" shall mean the cost of the work or works as estimated on the basis of the scheduled rates in force in the concerning Civil Transmission Circle.
 - (l) **TENDER DOCUMENTS :**

The tender documents shall include conditions of tendering, Special & General conditions of contract, Technical specifications, Schedule of items, tender Drawings & Agenda, (if any) to any of all these documents. These documents are complementary and any work called for by one is as binding upon the parties as if called for by all. They are intended to comprise everything necessary for the complete execution of the work even though specific reference may not be made to all details of labour and materials, or labour and materials required.
 - (m) **TENDERER**

The party or parties submitting & offering for work covered by the Tender Documents.
 - (n) **TENDER DRAWINGS :**

The term "Tender Drawings" refers to the drawings made part of the tender documents.
 - (o) **DETAILED DRAWINGS:**

his shall mean the drawings prepared for the purpose of clarifying the work furnished from time to time and/or approved in writing by the competent Engineer.

- (p) **MONTH:**
Month shall mean the calendar moth.
- (q) **LETTER OF INTENT:**
The letter of intent shall mean the letter conveying the acceptance of the tender subject to such reservations as may have been stated therein.
- (r) **WRITING:**
Writing shall include any manuscript, typewritten or printed statement, sketches or drawings to convey information or instructions, under or over the signature and/or seal as the case the may be. Words importing singular only shall also include the plural and vice versa where the context requires.
- (s) **TERMS OF APPROVAL JUDGEMENT OR DIRECTION:**
When the words "Approved" "Subject to Approved" "Accepted" etc. are used the approval, direction etc. implied is understood to be function of the Engineer of the contract and/or the Engineer-in-charge and shall have the same effect as if performed by the Corporation.
- (t) **MANUFACTURER :**
The term "Manufacturer" used therein refers to the party proposing to design, and/or manufacture the equipment and material as specified complete or in part.
- (u) **PLANT, EQUIPMENT WORK OR WORKS:**
"Plant" "Equipment" "Strores" "work" and "Factory" shall mean and include plant and materials to be provided and work to be done by the contractor under the contract.
- (v) **CONSTRUCTIONAL PLANT :**
Constructional plant shall mean all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works but does not include materials or other things intended to forming part of the permanent work.
- (w) **TEMPORARY WORKS:**
Temporary works shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the work.
- Word importing the singular number includes the plural number and vice versa.

Clause 1 : Security Deposit

The contractor shall permit Corporation at the time of making any payment to him for work done under the contract to deduct Ten Percent (10%) sum on account of security deposit as alongwith the sum already deposited as earnest money will amount.

The amount of the security money shall if not withheld on account of breach of contract, be refunded after six months of the date of completion of the work., or after payment of the final bill, whichever is later, or as decided by the Engineer of the contract.

Provided that in case the payment of the final bill is not made within six months of the completion of the work, 50% of the amount of the security money can be refunded with the prior approval of the authority, next higher to the Engineer of the contract, on behalf of the corporation when final measurement of work is approved by the Engineer of the contract.

All compensation or other sums of money payable by the contractor to corporation under the terms of this contract shall be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by corporation 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 made good in cash or Government Securities endorsed any sum or sums which may have been deducted from, or raised by sale of the security deposit or any part thereof.

Clause 2: Compensation for delay and date of start

The time allowed for carrying out the work as entered in N.I.T./tender shall be strictly observed by the contractor and shall be reckoned from the date of start on which the order to commence/start the work is given to the contractor.

The date of start shall be given by the Superintending Engineer or such person as authorized by him, within a reasonable time from the date of issue of letter of intent accepting the tender. Any failure on the part of the corporation in making order for commencement of work within reasonable time will not be considered as breach of contract. If the contractor commits default in commencing the executing of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely. The work shall, through the stipulated period of the contract, be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer of the contractor on behalf of the Corporation (whose decision in writing shall be final) my decide, on the amount of the estimated cost of the whole work shown by the tender, FOR EVERY day that the work remains uncommenced or unfinished after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one fourth the value of the whole of the work in.....months from the date of written order to commence the work, one half the value of the work within.....months from such date, three fourth the value of the work within... month from such date.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer of the contractor (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that before taking action under this clause the Engineer of the contract, shall give a notice of days in writing to the contractor and provided always that the entire amount of compensation to be Paid under the provision of this clause shall not exceed the maximum amount of security as specified in clause 1 above.

****To be struck in all cases when the time allowed for completion does not exceed one month.**

Clause 3 : Action when whole of security deposit is forfeited

1. Engineer of the contractor shall have the power to determine the contractor in any of the following cases :-
 - a) If the contractor having been given by the Engineer of the contract a notice in writing (which notice under the hand of the Engineer-in-charge or communicated through the Sub-Divisional officer/Assistant Engineer shall be conclusive evidence) to rectify, reconstruct or replace any defective work damaged by any reason whatsoever 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 of receipt of such notice or if the contractor shall delay or suspend the execution of work, or slow progress of work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of the completion or he has already failed to complete the work by that date.

- b) If the contractor being a company shall pass a resolution, or the court shall make an order that the company shall be wound up, or if a receiver or Managers on behalf of a creditor shall be appointed, or if circumstances shall which entitle the court or Creditor to appoint a receiver or Manager or which entitle the court to make a winding up order.
 - c) If the contractor commits breach of any of the terms and conditions of this contract other than those mentioned in sub-clause (a) above.
 - d) If the contractor commits any acts mentioned in Clause 2 hereof.
- (ii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer of the contract on the basis of the report submitted by Engineer-in charge, shall have right to adopt any one or more of following courses as he may suited to the interest of Corporation, besides such other right which may be available under other provisions of law.
- (a) To determine or rescind the contract as aforesaid (of which termination or decision notice in writing to the contractor under the hand of the Engineer of the contract or communicated through the Engineer-in-charge or the Sub-Divisional Officer/Assistant Engineer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
 - (b) 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 the price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-charge or communicated through the Sub-Divisional Officer/Assistant Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and the same rates as if had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the work done shall be final and conclusive against the contractor, provided always that action under this sub-clause shall be taken after giving notice in writing to the contractor, provided also that if the expenses incurred by the department are less than the above payable to the contractor at his agreement rates, the difference shall not be paid the contractor.
 - (c) After giving notice to the contractor to measure up the work of the contractor and to take such 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 Corporation under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or sufficient part thereof as the case may be.
- (iii) In the event of any one or more of the course mentioned in Sub-Clause (ii) above being adopted by the Engineer of the contract, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advances on account or with a view to the extension of the work or the performance of contract, and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or the paid any sum for any work therefore, 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 pay compensation if action not taken under clause 3

In any case in which any of the powers confirmed upon the Engineer of the contract on behalf of the corporation or the Engineer-in-charge by Clause 3 hereof shall 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 of any future case of default by the contractor for which by any clauses or clause hereof he is declared liable to pay

compensation and the liability of the contractor for past and future compensation shall remain unaffected.

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

In the event of the Engineer-in-charge putting in force all or any of the power vested in him under the proceeding clause, the Engineer-in-charge may, if he so desires, take possession of all or any tools, plants, materials or stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the Contract Rates or in the case of these not be applicable, at current market rates to be certified by the Engineer-in-charges whose certificate thereof shall be final, otherwise the Engineer-in-charge may issue in writing, to the contractor or his clerk of the works, foreman or other authorized agent requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove at the contractor's expense or sell them by auction or private sale on the account of the contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contract.

Clause 5 : Extension of time

If the contractor shall desire an extension of the time for completion of the work, he shall apply in writing to the Engineer of the contractor through the Engineer-in-charge and a copy hereof is sent to the Deputy General Manager (Civil) under registered cover within 30 days of the hindrance on account of which he desires such extension as aforesaid and Deputy Engineer of the contract, shall if in his opinion (which shall be final) reasonable grounds be shown there for, authorize such extension of time, within three months from the date of submission of application for the extension of time by contractor, if any, as may, in his opinion, be necessary or proper, provided that the extension of time should be limited to safeguard the interest of completion of work. Provided always that if the contractor continues to perform the work beyond the date of completion date, as the case may be, without obtaining approval for extension as aforesaid the right of the Corporation to claim compensation under clause 3 shall not be deemed to have been waived.

Clauses 6 : Final certificate

On completion of the contractor shall send a registered notice to the Engineer of the contractor giving the date of completion and sending a copy of it to the Engineering-in-charge and shall request the Engineer of the contract to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared of the dirt from all wood work, door, window, walls, floor or other parts of the building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution, thereof and he has filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and clearing off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and the rubbish and dispose off the same as he thinks fit, and clean off 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 for any sum actually realized by the sale thereof On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates whose measurements shall be binding and conclusive against the contractor, provided that if subsequent to the taking of measurements by the subordinates 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 (10/30 days) notice to the contractor and such measurement shall be binding on the contractor. (Delete whichever is not applicable. Ten days will apply works at the headquarters of Engineer-in-charge and thirty days for works at other places).

After receipt of the notice the Engineer-in-charge shall inspect the work and if apparently there is on defect on the face of eh work shall send recommendation to the Engineer of the contract to give contractor a certificate of completion. If the Engineer-in-charge finds that the work has been

fully completed, it shall be mentioned in the report of the Engineer-in-charge certificate so granted. If on the other hand, it is found that there are certain defects to be removed, the report to be sent by Engineer-in-charge shall specifically mention the defects alongwith the estimate of the cost for removing these defects.

The final certificate of completion of work shall be given by the Engineer of the contract after the defects pointed out, have been removed.

Clause 7 : Payment on intermediate certificate to be regarded as advance

No payments shall be made for work estimated to cost less than rupees one thousand till after whole of the works shall have been completed and a certificate of completion given, but in case whole of the works estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof that shall be 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 for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect 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 respect or the allowing of any claim, nor shall it determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer of the contract and payment shall be made within three months of the submission of such bill, if the amount of the bill plus that of the additional items is upto Rs. 2.00 lacs and in six months if the same exceeds Rs. 2.00 lacs, if there shall be a dispute about any items or items of the work then the undisputed item or items only shall be paid within the said period of three or six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, this claim shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bills to be submitted monthly

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month. The Engineer-in-charge shall take the requisite measurement for the purpose of having the same verified in due course, 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 may get the said work measured up in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9 : Contractor to be given a week to file objection to the measurement recorded by the department

Before taking any measurement of any work as has referred to in clause 6, 7 & 8 thereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to remain present at the time of measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him (as the case may be) shall not withstanding the provision in clause 8 be final and binding on the contractor and contractor shall have no right to dispute the same.

Clause 10 : Bill to be on printed forms.

The contractor shall submit all bill on the printed forms to be had on application 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 the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 11 : Stores supplied by the Corporation

If the specification or estimate or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if its is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter as 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 for memorandum hereto annexed) the contractor shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said Schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due, to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same, if 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 of the availability of the materials as afore mentioned and any delay on the part 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 delay the contractor may be granted reasonable extension of time.

Clause 11 (a) : All materials supplied by the Paschimanal Vidyut Vitran Nigam Ltd.

To the contractor for incorporation or fixing in works shall remain the absolute property of the U.P. Power Corporation Limited and shall not on any account be removed from the site of the work, except with the written permission of the Engineer-in-charge and shall be at all time open to inspection by the Engineer-in-charge.

Clause 11 (b): The material issued to the contractor by the Paschimanal vidyut Vitran Nigam Ltd. Will remain under custodial possession of the contractor during the execution of work as a trustee and title on the same will remain with the Paschimanal Vidyut Vitran Nigam Ltd.

Clause 11 (c): The contractor will be responsible for loss damage to such materials and shall preserve them in good working condition as required for the contract and good construction practices.

Clause 11 (d) : All such materials remaining unused at the time of completion or determination of contract shall be returned to the Engineer-in-charge at a place directed by him and if the contractor is required to delivery such material at a place other than the place of issue, he shall do so, and the transportation charge from the site to such place shall be borne by the U.P. Power Corporation Limited. If on completion or work, the contractor fails to return surplus' unused materials out of those supplied by the U.P. Power Corporation Limited then in addition to any liability which the contractor would incur he will be required to pay within a fortnight for such unreturned surplus materials at double the issue rate, failing which it shall be deducted from the contractor's bill.

Clause 11 (e) : Departmental Material available in store shall be issued for the work at issue rate or at market rate whichever is higher.

Clause 12 : **Works to be executed in according with specifications drawings, order etc.**

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

Clause 13 : **Alterations in Specifications & Design**

The Engineer-in-charge shall have power to make any alteration in, omission from, additions to or substitutions for the original SPECIFICATIONS, drawings, designs and instructions that may apperar to him to be necessary during the progress of the work and contractor shall carry out the work in according with any instructions, which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate

the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified. As part of the work, shall be carried out by the contractor on the same conditions in all respects on which the agreed to do the main work. The time for the completion of work shall be extended in the proportion to that.

Extension of time in consequence of alterations

The altered, additional or substituted work bears to the original work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted or substituted work under this clause shall be worked out by the Engineer-in-charge and sent through the Engineer of the contract for approval to Superintending Engineer (Civil) in accordance with the following provisions in their respective order :-

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additions, altered or substituted work are not specifically provided in the contract for the work, the rates will be determined according to 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 or cannot be ascertained from similar items of work in the contract then such work shall be carried out at the rates entered in the Circle Schedule of rates for district, minus or plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clause (i) to (ii) above, then the rates for such work shall be worked out on the basis of the Schedule of Rates of the District specified above minus or plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for particular part or parts of the items is not in the Schedule of Rates, the rates for such part or parts will be determined by the concerning Superintending Engineer (Civil) in whose officer the contract has been signed on behalf the Corporation on the basis of the prevailing market rates when the work was done.

Extra Item

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-clause (i) to (ii) above then the contractor shall within 7 days of the date of receipt of order to carry receipt of order to carry out the work, inform the Engineer of the contract of the rate which it is his intention to charge for such class of work supported by analysis of the rates claimed and the concerning Superintending Engineer (Civil) shall determine the rate on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer of the contract, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such a manner as he may consider advisable. But under no circumstance, the contractor shall suspend the work on the plea of non-settlement of rates of rates of items, failing under this clause.

The rates under Sub-Clauses (i), (ii), (iii) & (iv) shall be worked out by the Engineer-in-charge and sent to the Engineer of the contract for the approval of the concerning Superintending Engineer (Civil).

The rates under Sub-Clauses (i), (ii), (iii) & (iv) shall be worked out by the Engineer-in-charge and sent to the Engineer of the contract for the approval of the concerning Superintending Engineer (Civil)

No extra items shall be executed/ started by the contractor without written permission and decision of rates failing which the contract shall be responsible for any expenditure incurred or risk involved. As such the contractor is strictly prohibited to start extra items without written permission and decision of rates conveyed by the Engineer of the contract. All extra items shall be submitted to the Engineer of the contract through Engineer-in-charge under registered cover and the decision by the concerned Superintending Engineer (Civil) in the matter shall be final.

Any violation of this clause will mean breach of the contract.

Clause 14 : No compensation for alteration in or restriction of work to be carried out.

If at any time, after the commencement of the work, the Engineer of the Contract on behalf of the Corporation shall for reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, 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 the execution of the work or performance of contract. But the Engineer of the contract shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the contractor the actual cost thereof cost (of the amount of which cost, a certificate by the Engineer-in charge shall be binding on the contract). 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 off the materials. The estimate will be forwarded to the General Manager who will decided 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 General Manager shall be final and binding on the contractor.

Clause 15 :Action and compensation payable in case of bad work.

It shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Engineer-in-charge specifying the work, material or article complained of notwithstanding that the same may have been inadvertently in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable material or articles 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 rate of 1 percent on the amount of the estimated cost for every day not exceeding ten days, while his failure to do so shall continue, and in case of any 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 risk and expense in all respects of the contractor.

Clause 16 : Acceptance of sub standard work & causing technical examination of work

Corporation shall have the right to accept at reduced rates, sub-standard, defective work and to cause an audit and technical examination of the work 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 sub-standard or defective work, audit and technical examination, any sum is found to have been overpaid in respect of any work claimed to have been done by him under the contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for Corporation to recover the same from him in the manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such payment be paid Corporation to the contractor.

Provided that the sub-standard or defective work which is not ultimately considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the Corporation, such reduction will be binding on the contractor.

Clause 17 : Work to be open to inspection, contractor or responsible agent to be present.

All work under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection by Senior Officers and supervision of the Engineer-in-charge and

his subordinates, and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of intention of the Engineer-in-charge or his subordinate to visit the works 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, order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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 measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of the measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work if any work shall be covered up or placed beyond the reach of measurement without such notice having been given and 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 : Contractor liable for damage done & for imperfections for six months after certificates.

If the contractor or his authorized agents or laborers or servants shall break, deface, injure or destroy any part of a building on or in which they may be working, any building road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work of any part of is part is being executed, or if any damage happen to the work while in progress from any cause whatever or any defect, shrinkage or other faults appear in it within six months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default, the Engineer-in-charge may cause the same to be made good by other workman 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 or of sufficient portion thereof or in any other manner, legally permissible.

Clause 20 : Contractor to supply plant ladders, scaffolding etc. damages arising from non-provision of lights fencing etc.

The contractor shall supply at his own cost all materials except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plant tools, appliances, implements, ladders cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled, require together with carriage there for, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. In case of his failure in this regard the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit, action or proceeding to any such person (or which may with the consent of the contractor be paid to compromise any claim by any such person), if any equipment is issued departmentally, rent will be recovered from the contractor's bill at current rates fixed by the Engineer of the contract, the 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. Contract may be rescinded & security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

The contractor shall not assign or sublet any part or parts without the written approval of the Engineer of the contract, and if the contractor shall assign or sublet his contract, or attempts to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors, or attempts to do so, or attempts to bribe, gratuity, gift, loan, perquisite reward or advantage unary 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 employment of the Corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer of the contract may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Corporation and the same consequence shall ensure as if the contract has rescind under Clause – 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause 22 :

The contractor shall not, for the execution of the work, employ any labour less than 18 years of age and within the limits of any containment, any female laborers. For every breach of this clause, the contractor shall be liable to pay by way of liquidated damages a sum not exceeding fifty rupees as the Engineer-in-charge may fix and the Engineer-in-charge may recover such sum by deduction from any sums which may be due, or may at any time thereafter due to the contractor.

Clause 23 :

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

Clause 24 :

The contractor shall be bound by all statutory provisions 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 work for the performance of the contractor's part of his agreement, the contractor shall comply with or cause to be complied with all the directives issued by the Corporation from time to time for the protection of health and sanitary arrangements for workers employed by the Department and its contractors.

Clause 27 :

Leave and pay during leave of all labour employed by the contractor shall be regulated as per provisions of labour laws in force.

Clause 28 :

The contractor shall at his own cost provide his labour with a sufficient number of huts (hereinafter referred to as the camp) of the specifications approved by Engineer-in-charge. The camp shall be consisting of provisions like suitable ventilated huts, with cooking places, proper latrines and urinals, washing and bathing platforms adequate water supply arrangement for labour place for disposal of excreta, proper drainage and sanitation of the complying area provided by the contact.

Clause 29 : Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Clause 30 : Change in constitution of Firm.

In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge and the Engineer of the contract for their information.

Clause 31 : Work to be under direction of Engineer-in-charge

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

Clause 32 : Protests

- (a) If the contractor considers any work demanded of him to be outside the requirement of contract, or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing instructions or decisions whereupon he shall proceed without delay to perform the work of conform to the record or ruling and within twenty days (20 days) after date of receipt of the written instructions or decision he shall file a written protest with the Engineer-in-charge with a copy to Engineer of the contract, stating clearly and in detail the basis of his objections, except for such protests or objection as are made on record in the manner herein specified and within the time limit stated, the records, rulings, instructions or decisions of the Engineers of contract shall be final and conclusive. Instructions and or decisions of the Engineer-in-charge contained in letters transmitting drawings to the contractor shall be considered as written instructions and decisions of the Engineer of the contract subject to protests of objections as wherein provided Stores imported from outside India to be obtained from Corporation.
- (b) If the contractor is dissatisfied with the final decision of the Engineer of the contract in pursuance of clause 32 (a), the contractor may within twenty eight days (28 days) after receiving notice of such decision, give the notice in writing requiring that the matter be submitted to arbitration as envisaged in clause 34 and furnishing detailed particulars of the dispute of difference specifying clearly the point of issue. If the contractor fails to give such notice within the period of twenty eight days as stipulated above, the decision of the Engineer of contract shall be conclusive and binding upon the contractor.

Clause 33 :

The Contractor shall obtain from the stores of the Engineer-in-charge and all imported materials if required to any considerable extent for the work or any part thereof or in making articles required there for or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Engineer-in-charge may issue material to the contractor from existing stock if he asks for any in excess of those entered in the schedule. In such cases the price charges must be stock rate or market rate whichever is greater.

Clause 34 : Arbitration

If any dispute, difference or controversy shall at any time arise between the contractor on one hand and the U.P. Power Corporation Limited and the Engineer of the contract on the other touching the contractor, or as to the true construction meaning and intent of any part of condition of the same, or as the manner of execution, or as to the quality or description of . payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clause of the

contract specifications or drawings or any of them or as to anything to be done omitted or suffered in pursuance of the contract or specifications or as to the mode of carrying the contract into effect or as to the breach of alleged breach or as to obviating or compensation for the commission of any such breach or as to any other matter or thing whatsoever connected with or arising out of the contract and whether before or during the progress or after the completion of the contract, such questing difference or dispute shall be referred for adjudication of the chairman-cum-Managing Director, U.P. Power Corporation Limited or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory thereof. The arbitration may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be in the discretion of the arbitrator who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and to direct by whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonable, continue during the arbitration proceedings and payments due or payable by the Corporation shall be withheld on account of such proceedings.

Clause 35 : Court of competent Jurisdiction

"All dispute arising out of and touching or relating to the subject matter of this agreement shall be subject to the jurisdiction of local courts of Meerut and High Court of judicature at Allahabad only".

Clause 36 : 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 specifications (Latest) published by I.S.I., New Delhi and in the event of there being no detailed specifications for the same, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / Engineer of the contract.

Clause 37 : Contractor's percentage where applied to net or gross amount of bills (strike out this clause in the case of an item rate contract)

The amount for additions on account of the percentage above or below the estimated cost of the work as quoted by the tender in his accepted tender will be calculated on the gross and not the net amount of the bills for the work done.

Clause 38 :

- (1) In every case in which by virtue of the provisions of section – 12, sub-section (1) of the Workman's Compensation Act, 1923, Corporation is obliged to pay compensation to a workman employed by the Contractor or by any subcontractor for the execution of the said work. Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Corporation under Section -15 sub-section (2) of the said Act, Corporation 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 thereof by deducting it either from the security deposited by the contractor to his credit under clause – 1 of these conditions or from the contractor whether under this contract or otherwise.
- (2) Corporation 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 Corporation full security for all costs for which Corporation might become liable in consequence of contesting the claim

Clause 39:

No bricks for use on the work shall be manufactured within the limits of a Municipality, cantonment or notified area or within one Km. of the site of work. Any bricks so manufactured may be rejected by the Engineer-in-charge.

Clause 40 :

No earth for filling or for any other purpose shall be excavated within one Km. of the site of work except with the written permission of the Engineer-in-charge and that too only on the 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 leveled and dressed by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums which may be due to the contractor or from his security deposit or from the proceeds of sale thereof.

Clause 41 :

Notwithstanding anything in the aforesaid clause Corporation shall have power to retain any sum due to the contractor and set off all claims against him (them) whether arising out of the particular contract or put off any other transaction or contract held by him (them) alone or in partnership with others.

Clause 42 : Escalation

There shall be no escalation of prices during the contract period as well as in extended period.

SUPERINTENDING ENGINEER (CIVIL)

SPECIAL CONDITION

1. APPLICATION

The special conditions shall be read and construed alongwith the "General Conditions of Contract" attached herewith and in case of any conflict or inconsistency between the General and Special conditions, the provisions contained in these Special conditions shall prevail.

2. SCOPE OF WORK

The work to be performed under this contract consists of providing all labour, material, plants, equipments, temporary works, constructional plant, fuel supplies, transportation, compressed air and all incidental items not shown or specified but reasonably implied, necessary for the proper completion of the work (except items specified to be furnished by the corporation or others) all in strict accordance with the drawings, schedules and specifications and including revisions and amendments thereof and such details drawings as may be provided by the Engineer during the execution of the work in explanation of the contract Drawings.

3. MATERIAL AND WORKMANSHIP

- (a) All materials shall be new and the best of their respective kinds, where not specifically detailed or described materials and workmanship shall be as directed by the Engineer-in-charge. The work shall be executed in the best and most workmen like manner by qualified, careful and efficient persona.
- (b) Proposal shall be based on the materials specified and any request to substitute any other materials shall be so mentioned in the proposal together with the amount to be added or deducted. Any request for substitution of material after the contract is awarded shall likewise be accompanied with the difference in price.
- (c) The contractor shall carry out the entire work in the most workmen like manner. Any materials arranged by the contractor for use on works and not approved by the Engineer-in-charge shall be promptly removed from the site of work, failing which the rejected material shall be got removed by the Engineer by any means he thinks fit, and the cost involved in such removal as certified in writing by the Engineer-in-charge shall be debited to the contractor, and shall be legally binding on him (contractor).

4. SITE CONDITIONS

It shall be understood that the tenderer has satisfied himself submitting his tender as to the nature and location of work, the general and local conditions including their bearing upon transportation, disposal, handling and availability of labour, water etc. or similar physical conditions at the site, the configurations and conditions of ground, the character of soil, equipment the facilities needed, preliminary to and during the execution of the work or the cost thereof under this contract. Any default or failure by the contractor to acquaint himself with all the available information concerning these conditions will not absolve him of his responsibility for the execution of this contract according to the provisions of these specifications unless the contract expressly provides that responsibility thereof is assumed by the Corporation.

No claims shall be entertained at later date on this account after the submission of the tender for inadequate knowledge of the site.

5. DRAWING AND SPECIFICATIONS

- (a) After signing the contract, the contractor will be given free of charge one print of all contract drawings and provisions thereon, and also one complete set of specifications. The contractor shall pay for any additional prints if he requires.
- (b) Figured dimension shall be followed in preference to scale and detailed drawings in preference to small scale drawings. The contractor shall verify all dimensions in the field before any work is executed or undertaken.

- (c) The drawings enclosed with the tender specifications are only illustrative. The contractor would be required to complete the work even though it is not specifically mentioned in the enclosed drawings.
- (d) All drawings and specifications being instruments of service are the property of the Corporation and shall be returned to the Engineer-in-charge when the work is completed.
- (e) All dimensions and measurements shall be as per metric (m.k.s.) system of units.
- (f) The contractor will have to proceed with the work as and when the drawings are released. At times, it may be necessary for the contractor to retard his work. The contractor shall have absolutely no claim on the Corporation on this account and will not be entitled to any compensation whatsoever on account of delay in release or issue of drawings. In any case efforts will be made to release drawings progressively and to ensure smooth progress of construction.
- (g) In case of conflict amongst the provision of any item of work in the various documents under reference, the following order of priority shall be followed:-
 - (i) Latest Indian Standard Specifications and code of practice;
 - (ii) Latest U.P. Power Corporation Limited specifications for works;
 - (iii) Latest P.W.D. specifications for works;
 - (iv) Latest DSR specifications.
- (h) In case of conflict amongst the provisions of bills of quantity, specifications and drawings they shall be interpreted in the following order of priority :-
 - (i) Description of item in the bills of priority:-
 - (ii) Provision of specifications;
 - (iii) Provision of drawings.

The decision of Engineer-in-charge shall be final and binding in this regard.

6. TEST OF MATERIALS

- (a) Physical and Chemical tests may be required by the Engineer-in-charge or the Engineer of the contract for any of the materials specified herein or proposed to be used in the work. The requirements to be met and the manner of testing shall be as hereinafter mentioned or as may be proscribed or approved by the Engineer-in-charge or Engineer of the contract.
- (b) The Engineer-in-charge reserve the right to waive any of the test requirements if found necessary to expedite the work or to conform to the latest and best practice, as may be shown by the standards prescribed by the trade organization, manufacturers or engineering societies. The expenses of such test will be borne by the contractor except for the materials issued by the Corporation. The contractor would also arrange for the test of the materials issued by the Corporation. However, the cost of these tests shall be borne by the Corporation.

7. SAMPLE

The contractor shall furnish to the Engineer-in-charge for approval, when requested, or if required by the specifications adequate samples of all materials and finishes to be used in the work, such samples shall be submitted before the work is commenced and in ample time to permit test and examination thereof. All materials furnished applied shall fully equal to the approved samples. Samples of hardware, equipment and similar materials will be returned to the contractor for incorporation into the work.

8. ELECTRICITY

- (a) Metered electricity connection will be given at one central point for construction work, if available. If the area of work is large and the contractor has two or more sites or work under the same contract which are separated by not less than 500 meters then second point of electric supply may be given free of cost at the discretion of the Engineer-in-charge at prevalent tariff. Contractor shall arrange to install his own switchgears and distribution lines to make necessary connection

- to the place or work at his own cost and will observe Indian Electricity Rules. He shall arrange at his own cost for temporary lighting for his work area. In case rerouting of such distribution lines is needed to facilitate work at site, the contractor shall do so at his own cost. Electricity energy so supplied shall be charged at normal tariff rates in force.
- (b) Metered electricity will be supplied at one central point at the normal tariff rates in force for the domestic use of the contractor's site staff.

9. WATER

The contractor shall make his own adequate arrangements for procuring clear water to be use in various work. If corporation arranges water, it will be charged as per schedule of circle i.e. @1.5% of the gross value of work.

10. VARIATION IN QUANTITY OF WORK

There may be variation in the individual item in the schedule during actual execution of the work. However, tendered unit rates shall remain firm upto a variation of +.25% of the contract value and subject to the provision that no variation of rates in individual items even beyond +.25% quantities shall be considered till the value of total work done varies beyond \pm .25% of the tendered value. Tenderers are requested to quote price variation formula in rates for individual items beyond the above contingency. If no price variation formula is given by the contractor then no variation of rates shall be allowed even beyond +.variation of tendered value of work.

11. All items of work shall be executed in strict accordance with the latest detailed specifications of U.P.P.W.D., N.B.O. or latest I.S.I. or as per directions of the Engineer-in-charge.
12. The contractor is expected to have sufficient experience of similar work and the entire work shall be carried out in a most workman like manner. Any material not approved by the Engineer-in-charge shall be promptly removed from the site of work failing which the reject materials shall be removed by Engineer-in-charge by any means he thinks fit and the cost involved in such removal shall be debited to the contractor. The certificate of the Engineer-in-charge regarding the correctness of such cost shall be final and legally binding on the contractor.
13. Each page of the tender or documents must be signed and dated by the tenderer. All writing shall be in ink only. Over writing, erasing etc. shall avoid. All cutting shall be dully attested by the tenderer.
14. When a tenderer signs a tender in an Indian language, he should quote the rates in the same language and in English as well.
15. In the event of tender being submitted by a firm, it must be signed by each member thereof or in the event of absence, he may authorize anybody to do so. Power of attorney in favour of the authorized person should be produced with the tender.
16. Earnest money as notified in the tender notice shall be deposited in the shape of T.D.R./F.D.R./N.S.C. dully pledged in favour of the Superintending Engineer concerned or published in the tender notice.
17. Canvassing in any form is strictly prohibited and in case any tenderer is found doing the same, his tender would be rejected summarily.
18. Time is the essence of the contract and preference is likely to be given to a tenderer who will be in a position to complete the work in all details within the shortest possible time. The tenderer should specifically mention in his tender at the bottom of schedule of quantities, the time he will require for completion of all work within the scope of the tender even in the case of time of completion already being stipulated in the tender document/tender notice.
19. (a) The drawings enclosed with the documents are being made available for study in the Division Office and are only preliminary drawings just to give the tenderer some ideas about the nature work. These are by no means final drawings. However, those drawings alongwith other drawings necessarily issued from time to time may form basis for executing the work. The contractor is supposed to have already sufficient experience of this type of work and modification or alteration in these drawings shall not entitle him for any monetary claim.

(b) **DRAWINGS FOR MINOR DETAILS**

Any minute detail not covered in the departmental drawings shall be prepared by the contractor himself and got approved from the Engineer-in-charge of the work by submitting six (6) copies to Engineer-in-charge out of which two (2) shall be returned to the contract duly approved within reasonable time.

- (20) The contractor shall arrange his own tools and plants required for proper completion of the work.
- (21) If the Engineer-in-charge feels satisfied that he has sufficient reasons to do so, he shall ask the contractor to remove from the site of work any labour, chowkkidar or any other person including the agent employed by the contractor at any time during the currency of agreement. The contractor shall be legally bound to comply with such orders in strict accordance. With the written directions contained in the said order.
- (22) No claim shall be entertained for the labour rendered idle due to delay in supply of drawing, stoppage of machinery or breakdown of electricity, water supply arrangement (if done by department) or shortage to materials to be supplied by the department, or due to change in design of the various structures or suspension of works, or delay in payment.
- (23) The contractor should be present at the time of taking measurements; he shall be informed when measurements are to be taken.
- (24) Tenders for part work shall not be accepted. Telegraphic offer shall not be accepted.
- (25) Authority inviting the tender reserves the right to reject or accept tenders without assigning any reason whatsoever.
- (26) The work may be divided amongst more than one contractor or only a part of the work may be awarded to the successful tenderer on the discretion of the tendering authority without assigning any reason thereof.
- (27) It shall be the responsibility of the contractor to clear the site of work from all debris, rubbish, roar, any surplus earth after completion of work at no extra cost.

(28) **SAFETY PRECAUTION**

The contractor shall at all times exercise reasonable and proper precautions for the safety of the labour and equipment at site. The contractor shall be responsible for all risk to the lives and property belonging to the Corporation and other contractors working in the area. Although all the reasonable and proper precaution may have been taken by the contractor, he shall be called upon by a Court of Law to make good any loss or damage, properly ascertained by reasons of any act of negligence or omission on the part of the contractor which the Corporation may required to pay in respect thereof any amount of any cost or charge including legal charges in connection with all legal proceedings which the Corporation may incur in reference thereto, shall be chargeable from the contractor.

29. WATER SUPPLY AND SANITATION OF ALBOUR

The contractor shall make his own arrangement for water and sanitation for his own cost. If some space is required by the contractor, then he will first seek permission of Engineer-in-charge and then he is supposed to carry out the necessary arrangements.

30. AUTHORISED AGENT

The name of authorized agent shall be intimated in writing to the Engineer-in-charge failing which the Engineer-in-charge will be free to assume his mate or munshi on work as his authorized agent for purpose of delivery of letters and instructions regarding the work.

31. Upon acceptance of tender, the successful tenderer shall within the time specified in the letter of indent; deposit such an additional sum which together with the Earnest Money already deposited at the time of submission of tender will to 3% of the value of the contract to form the initial security deposit. Failing to deposit this additional sum within the period specified will make the Earnest Money deposited by the tenderer liable to be forfeited and acceptance of the tender shall be considered as withdrawn.

32. PAYMENT

- (i) For work upto any amount, 90% running payment shall be released to the contractor on the basis or measurements of work executed by him, 10% payment shall be retained by the Corporation as security for a maintenance period of six months. This will be released after satisfactory completion of maintenance period reckoned w.e.f. the date of completion of work.

33. LAWS

The laws, rules and regulations of all government authorities in India having jurisdiction over the work shall govern the work of this contract with the same force and effect as if incorporated in full into contract documents.

34. ESCALATION OF PARTS

No exclamation of rates over the finally accepted rates for execution of the work shall be allowed during the currency of the contract.

35. RATES

The rates quoted by the tenderer shall remain valid for four (4) calendar months from the date of opening of tender. Rates quoted shall include all legal taxes such as sales tax. Local, royalty and control etc. as applicable. No extra payment shall be made on this account. The rates shall remain firm during the currency of contract period.

36. Tender documents shall consist of the following documents all of which shall be submitted by the tenderer duly filled and signed.

- (i) Important Guidelines for tenders
- (ii) Statement of status and past experience of tenderer.
- (iii) Income tax clearance certificate. Form of bank Guarantee and form of agreement.
- (iv) General conditions of Contract.
- (v) Special conditions.
- (vi) Technical specification.
- (vii) Schedule of Quantities & Rates for execution of work.
- (viii) Drawings
- (ix) Schedule 'A' for deviations.
- (x) Schedule 'B' materials for issue to contractor.
- (xi) Schedule 'C' T & P hire to contractor.
- (xii) Additional documents to be attached with tender.
 - (a) Documents showing Earnest Money deposit.
 - (b) List of technical personal with their qualification
 - (c) List of construction equipments for work and their present conditions.

The above mentioned documents submitted by the successful tenderer alongwith mutually accepted supplementary conditions shall form the part of the contractor agreements.

TECHNICAL SPECIFICATIONS

- I **General Quality:** The materials used in the work shall confirm to the latest U.P.P.W.D. detailed specification No. 1 i.e. chapter 1 for bricks, Bricks-ballast collection (Road work). Stone ballast (for builders and work) Stone metal collection (for road work), collection of soiling stone, collection of River Boulders and quarry stone for apron and pitching, kankar collection, Blank kankar collection. Timber, steel for use as reinforcement, Portland cement, Sand kankar lime, Building lime (quick lime or unslaked white lime usually called for lime), staked lime, clinder.
- II **Mortars:** The Mortars shall confirm to the U.P.P.W.D. detailed specification No. 2 (Chapter-2) for cement mortal for masonry, pointing and plaster. Lime cement mortal for masonry and plaster, lime mortal, mud mortal for Brick work and plaster etc.
- III **Carriage of Materials:** The carriage of materials shall confirm to the U.P.P.W.D. detailed specification no. 2 (Chapter-3).
- IV. **Earth work :** The earth in foundation and plinths (Rock excavation) shall confirm to the U.P.P.W.D. detailed specification No. 4(Chapter-4) for Excavation of Foundation, site clearance, leveling, Dressing and setting out, Rock Excavation Plinth filling in building etc.
- V. **Concrete R.C.C.:** The concrete work of all nature including R.C.C. shall confirm to the U.P.P.W.D. detailed specification No. 5 (Chapter-5). For lime concrete (as in foundation) surface lime concrete (as in Roofs and Floors) R.C. work etc. and in cement concrete.
- VI. **Brick work:** The brick work of all nature shall confirm to the U.P.P.W.D. detailed specification no. 6 (Chapter-6) for brick work, Reinforced brick work (for roofs and lintels etc.)
- VII. **D.P.C. :** The D.P.C. of all nature shall confirm to the U.P.P.W.D. detailed No. 7 (Chapter-7) for Damp Proof Course.
- VIII. **Stone Masonry :** The stone Masonry of all nature shall confirm to the U.P.P.W.D. detailed specification No.8 (chapter-8) for Ashar, coursed stone Masonry, coursed Rubble stone Masonry, Random coursed Rubble Masonry, Random Rubble Stone Masonry, Coolie-Wailling, Stone Masonry for retaining and Breast Walls.
- IX. **Wood Work:** The wood of all nature shall confirm to the U.P.P.W.D. detailed specification No.9 (chapter-9) for wood work, wrought framed and fixed in door, window and clerestory window frames other frames and trusses, fully paneled, fully glazed or part paneled and part glazed shutters for doors, windows and clerestory windows wood work for battered and braces door and window shutters, wire gauge fly proof shutters.
- X. **Roof work :** The roof work of all nature shall confirm to the U.P.P.W.D. detailed specification No.11 (Chapter-11) for Jack Arch Roofing, flat roof finish in mud phuska.
- XI. **Celling:** The ceiling of all nature shall confirm of the (U.P.P.W.D. detailed specification No. 12 (Chapter-12) for planked ceiling and planked partitions.
- XII. **Plasters & Pointing :** The Plasters & Pointing of all nature shall confirm to the U.P.P.W.D. detailed specification No. 13 (Chapter-13) for Portland cement plaster or lime cement plaster, white lime plaster or Kanker Lime plaster, Pebble dash and rough cast plaster and pointing.
- XIII. **Flooring:** Flooring of all nature shall confirm to the U.P.P.W.D. detailed specification No.14 (Chapter-14) for brick Flooring, Flagged Flooring, Cement Concrete Floors, Granolithic Floor, Glazed Earthenware tile work, Tiled Flooring, Wooden Flooring to Marble stone Flooring.
- XIV. **Surface washings:** The surface washings of all nature shall confirm to the U.P.P.W.D. detailed specification No. 16 (Chapter-16) for white washing and color washing.
- XV. **Demolition:** The demolition shall confirm to the U.P.P.W.D. detailed specification No. 17 (chapter-17) for demolition.
- XVI. **Road work :** The road work of all nature shall confirm to the U.P.W.D. detailed specification No.20 (Chapter-20) for Kanker consolidation, Brick ballast consolidation stone ballast consolidation, base course or sub base of bricks, surface dressing with bituminous binders, laying lean premix Macadam (8cm. thick and 10 cm. thick coat and top coat). Laying Bituminous Macadam (50 mm and 80 mm thick coat of base coat and base course). Laying Ashphaltic concrete (40 mm and 25mm thick) Printing with Bituminous Primers, established soil layer for road base course, established soil and soft aggregate for road base coats, laying Bitumen carpet (2 cm. thick) laying gap grated Bitumen concrete shelter, Bituminous Penetration Macadam (Full grout). Use of Precoated chips for painting work on roads and kanker pitching.
- XVII. All work shall be carried out as per alters U.P.P.W.D. specification and wherever the same is not available, the work shall be carried out as per latest Indian Standard specifications or as per the direction of Engineer-in-charge.
- XVIII. The contractor will also ensure license for contractor labour regulation and award 1970 and Uttar Pradesh Rules 1976 para 2 and 21.

SUPERINTENDING ENGINEER (CIVIL)

Schedule of Consumption of materials

Sl. No.	Item	Unit	Number of Cement Bags	Sand in M3	Brick in Nos.	Ballast in M3
1	2	3	4	5	6	7

A. 1st CLASS BRICK WORK IN CEMENT MORTAR

1.	1 : 3 Mix	Cum	2.65	0.27	460	—
2.	1 : 4 Mix	Cum	1.90	0.27	460	—
3.	1 : 5 Mix	Cum	1.58	0.27	460	—
4.	1 : 6 Mix	Cum	1.33	0.27	460	—
5.	1 : 8 Mix	Cum	0.94	0.27	460	—

B. CEMENT CONCRETE

1.	1 : 1 : 2 (1 Cement : 1 Sand : 2 graded stone aggregate)	Cum	11.00	0.40	—	0.80
2.	1 : 1 : 2 ½ : 3	Cum	7.80	0.44	—	0.85
3.	1 : 2 : 4	Cum	6.00	0.46	—	0.90
4.	1 : 3 : 6	Cum	4.25	0.48	—	0.92
5.	1 : 4 : 8 (1 Cement : 4 Sand) 8 graded brick ballast)	Cum	3.20	0.51	—	0.95
6.	1 : 5 : 10	Cum	2.50	0.50	—	0.95
7.	1 : 6 : 12	Cum	2.25	0.48	—	0.95

C. CEMENT PLASTER 12mm THICK

1.	1 : 2 Mix	Sqm	0.19	0.015	—	—
2.	1 : 3 Mix	Sqm	0.16	0.015	—	—
3.	1 : 4 Mix	Sqm	0.11	0.015	—	—
4.	1 : 5 Mix	Sqm	0.09	0.015	—	—
5.	1 : 6 Mix	Sqm	0.08	0.015	—	—

D. CEMENT PLASTER IN DADO 20mm THICK

1.	1 : 2 Mix	Sqm	0.28	0.019	Extra for neat cement finish 0.03 bag per Sq. Mt.	
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E. CEMENT POINTING

1.	1 : 2 Mix	Sqm	0.045	0.003	—	—
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2.	1 : 3 Mix	Sqm	0.035	0.003	—	—
3.	1 : 4 Mix	Sqm	0.027	0.003	—	—
4.	Raised pointing on brick work in 1 : 2 proportion	Sqm	0.107	0.004	—	—

Sl. No.	Item	Unit	Number of Cement Bags	Sand in M3	Brick in Nos.	Ballast in M3
1	2	3	4	5	6	7

F. DAMP-PROOF COURSE

1.	20mm thick DPC in 1 : 2 Mix	Sqm	0.28	0.019	—	—
2.	25mm thick DPC in 1 : 1 1/2 : 3 Mix	Sqm	0.19	0.011	—	0.021

G. FLOORING

1.	25mm thick CC 1 : 2 : 4 : in floo- Ring over 75 mm CC 1:4 : 8 including rendering Etc. all complete	Sqm	0.45	—	—	—
2.	25mm thick CC 1 : 2 : 4 in flooring Without base Concrete	Sqm	0.21	—	—	—
3.	40mm thick CC 1 : 2 : 4 in flooring Without base Concrete	Sqm	0.30	—	—	—
4.	Flat brick soling in 1 : 6 without top Pointing	Sqm	0.09	—	—	—
5.	B.O.E. flooring in 1 : 6 without top Pointing	Sqm	0.13	—	—	—
6.	Mosaic flooring including 6mm mosaic 25mm CC 1 : 2 : 4 and 75 mm. CC 1 : 4 : 8 all complete	Sqm	0.55	—	—	—
7.	20mm thick mosaic dado complete With plaster 1 : 2 Mix	Sqm	0.30	—	—	—

H.	R.B. WORK IN 1 : 3 CM	Cum	3.6	0.33	420	—
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I.	R.C.C. 1 : 1.5 : 3 IN 40 MM thick R.C.C. Trench cover	Sqm.	0.34	—	—	—
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SUPERINTENDING ENGINEER (CIVIL)

DRAWINGS

SL. NO.	DRAWINGS NO.	PARTICULARS OF DRAWING
1	2	3

SIGNATURE OF CONTRACTOR

SUPERINTENDING ENGINEER (CIVIL)

DEVIATIONS

(TO BE MENTIONED CONTRACTOR)

Sheet I : (Deviation in respect of Specifications)

Clause No.	Departure

Sheet II : (Deviation in respect of General and Special Condition of Contract)

Clause No.	Departure

Sheet III : (Financial increase /decrease on account of Deviations given in sheet No. I & II above)

Clause No.	Deviations	Amount by which the Contract value will change		
		Increase Rs.	Decrease Rs	
Sheet I				
Sheet II				

Signature of Contractor

SUPERINTENDING ENGINEER (CIVIL)

Materials for Issue to the Contractor

Sl. No.	Particular of stock Material	Stock issue Unit	Rate Rs. P.	Quantity	Place of Issue
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>

- | | | |
|----|---|------|
| 1. | Cement in Bags | Bags |
| 2. | Steel | |
| | (a) M.S. Rounds | M.T. |
| | (b) Rib-tor | M.T. |
| | (c) Structural Steel like
Angles, flats etc. | M.T. |
| 3. | Any other Materials | |
| | (a) | |
| | (b) | |
| | (c) | |

Recovery on account of variable consumption of stuck materials

1. Cement :
- | (A) In case of higher consumption than scheduled consumption : | |
|--|--------------------------------------|
| VARIATION | RECOVERY & ACTION |
| (i) Upto 2% | : @ Stock Issue action for execution |
| (ii) Greater than 2% & upto 5% | : @ Double the stock issue rate |
| (iii) Greater than 5% | : @ |
- (B) In case of lower consumption than scheduled consumption :
- | (B) In case of lower consumption than scheduled consumption : | |
|---|--|
| VARIATION | RECOVERY & ACTION |
| (i) Upto 2% | : Nil & no action |
| (ii) Greater than 2% | : Nil but separate action for execution of work not as per specifications depending upon the quality of work executed. |
2. The permissible variation in steel consumption will 5%, cut pieces below 1.5 will not be taken back. Excess consumption over 5% will be recovered @ Rs.....
(Rupees) per Meter.

Signature of Contractor

SUPERINTENDING ENGINEER (CIVIL)

TOOLS & PLANTS TO BE HIRED TO THE CONTRACTOR

Sl. No.	Particulars of Plants	Number available	Hire charges per unit per working day	Frequency of main tenancy	Value per unit	Place of issue	Number required by contractor
1	2	3	4	5	6	7	8

Signature of Contractor

SUPERINTENDING ENGINEER (CIVIL)

FORM OF AGREEMENT (FOR WORKS)

(on Non-judicial stamp paper as per provisions of Indian Stamp Act)

This agreement is made this Day of 200..... between (hereinafter referred to as the contractor) on the one part and the U.P. Power Corporation Limited (hereinafter called the Corporation) on the other part.

WHEREAS the Corporation is about to erect and maintain the (hereinafter called the works) mentioned enumerated or referred to in certain General Conditions, Specifications, Schedules, Drawings, Form of Tender, Covering Letter and Schedule of Prices which for the purpose of identification have been signed by On behalf of (the contractor) and (the Engineer of the Corporation) on behalf of the Chairman – cum-Managing Director, U.P. Power Corporation Limited and all of which shall form part of this contract as though separately set out herein and are included in the expression (Contract) whenever herein used.

AND WHEREAS WITNESS the Corporation has accepted the tender of the contractor for the provisions and execution of the said work for the sum of Rupees Upon the terms and subject to the conditions hereinafter mentioned.

NOW PRESENT WITNESS and the hereto, hereto agree and declare as follows: that is to say, in accordance of the payments to be made to the contractor by the Corporation as hereinafter mentioned or contractor shall dully provide for the said work and things in the contract mentioned or described or which are implied there from or therein respectively or may reasonable necessary for the completion of the said work within and at the time in the manner and subject to terms, conditions and stipulations mentioned in the said contract.

AND in consideration of the due provisions, erection, execution, construction & completion of the said works and the maintenance thereof, as aforesaid, the Corporation will pay to the contractor the said sum of Rs. in such other sums as may become payable to the contractor under the provisions of this contract, such payment to be made at such time and in such manner as is provided by the contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signatures of each.

Signed

Signed

(For & on behalf of the U.P.P.C.L.) by

(Contractor)

In the presence of and of

in the presence of and of