

# GHAZIABAD DEVELOPMENT AUTHORITY



## DEVELOPMENT OF CIVIL WORK

विकास कार्यों के लिए  
निविदा-प्रपत्र

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सुन्दर शहर हमारा संकल्प

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# HAZIABAD DEVELOPMENT AUTHORITY

**Name of Work:-** लाल बहादुर शास्त्री पार्क एवं सामुदायिक केन्द्र का 17 माह की अवधि के लिए उद्यानिक रख-रखाव का कार्य।

**APPOX COST :- Rs. 374956.00**

**TENDER COST:- 1121.00**

**DATE OF TENDER :- 19-10-2019**

**E.M. :- 8000.00**

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CERTIFICATE THAT THE TENDER DOUCUMET CONTIAINS 44  
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# Ghaziabad Development Authority

Issued to:-.....

G.D.A. RT/No .....Date.....

## TENDER FOR WORK

I/We hereby tender for the Executive for Ghaziabad Development Authority, Ghaziabad of the work specified in the under-written memorandum within the time specified in such memorandum at the rates specified there-in and in accordance with the specification, designs, drawings and instructions in writing referred to and condition of contract and with such materials as provide for and in all other respect in accordance with such condition so applicable:-

## MEMORANDUM

General description :- लाल बहादुर शास्त्री पार्क एवं सामुदायिक केन्द्र का 17 माह की अवधि के लिए उद्यानिक रख-रखाव का कार्य।

a) Estimated cost : **374956.00**  
But in the form of interest bearing  
Securities as per clause 3 of tender  
Notices enclosed herewith

| Item | App. unit per(c) | Tendered |
|------|------------------|----------|
|      | Number           | Rate(a)  |

b) Time allowed for the work from date  
of written months to commence:- below of qty. sanctioned  
in fig, in words as

Note:- When tenders are to be  
Submitted at a percentage above per bill of quantity enclosed herewith  
Or the rate in the sanctioned estimate **17 MONTH**  
this information on all the column should  
be filled by the A.F.

Ex. Engineer

In case of work when contractors  
are required to quote their own rates for  
the different items of works the col. (f)  
should be left blank for the tenders to fill in.

I/ We tender at percent above below the rate entered in the sanctioned estimate.

**OR**

I/ We tender at the rate enclosed should this tender be accepted hereby agree to abide this by and fullfil all the terms and provisions of the conditions of contract contract annexed to the approved set of contract documents or in default thereof forefiet and pay to Vice Chairman of Ghaziabad Development Authority or his successors in office the sums of money mentioned in said conditions.

Contractor

**EXECUTIVE ENGINEER**

G.D.A.

The sum of Rs of .....is herewith forwarded in the form of interest bearing security as earnest money the full value of which shall be retained by Development Authority on account of the security deposit specified in clause 1 of the condition contract.

SIGNATURE OF CONTRACTOR

FULL NAME

.....

DATED .....

ADDRESS

WITNESS.....

ADDRESS .....

OCCUPATION

DATE .....

RECOMMENDED to E.E.

RECOMMENDED TO VICE-CHAIRMAN

FOR ACCEPTANCE

ASSISTANT ENGINEER

EXECUTIVE ENGINEER

The above tender is hereby accepted by me on behalf of Ghaziabad Development Authority, Ghaziabad

VICE CHAIRMAN  
DEVELOPMENT AUTHORITY  
GHAZIABAD

DATE.....

**Ghaziabad Development Authority, Ghaziabad**  
**NOTICE INVITING TENDERS**

1. Tenders are hereby invited on behalf of the vice Chairman, Ghaziabad Development Authority, Ghaziabad as per given below.

| S.No | Name of work  | Estimated cost | Earnest money | Cost of tender Rs. | Time Allowed for completion |
|------|---|----------------|---------------|--------------------|-----------------------------|
| 1.   | लाल बहादुर शास्त्री पार्क एवं सामुदायिक केन्द्र का 17 माह की अवधि के लिए उद्यानिक रख-रखाव का कार्य। | 374956.00      | 800.00        | 1121.00            | 17month                     |

2. Tender documents and other particulars of the work can be purchased from the office of Horticulture section GDA between the hours of 10:00 AM and 2:00 PM on all working days till 10-10-2019 to 17-10-2019 after paying the cost of tender mentioned above.
3. Tender which should always be placed in sealed cover will be received by the **H.O** Ghaziabad Development, Authority, Ghaziabad up to 3:00 PM on 19-10-2019 and will be opened by him on the same day at 3:30 PM. the tenders are expected to be present at the time of opening of the tenders.
4. The contractors should quote in figures as well as in words the rate and amount tendered by them.
5. Each tender must be accompanied by a deposit of Earnest money in any of the following forms:
- Deposit call receipts of a scheduled Bank Guarantee by Reserve Bank of India.
  - Post office/Saving Bank pass book/National saving certificate/national Plan certificate/national Defense certificates duly pledged to the Executive Engineer Ghaziabad Development Authority.
6. The acceptance of a tender, will vest with the vice-chairman, who does not bind himself to accept the lowest tender and reserves to himself the right of rejecting any or all the tenders received without assigning a reason or of accepting the whole or part of the tender.
7. canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
8. on acceptance of the tender the name of the authorised representative(s) or the contractor who would be responsible for taking instruction from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
9. Sales Tax or any other tax on material in respect to this contract shall be payable by the contractor and GDA will not entertain any claim whatsoever in this respect.
10. The contractors must produce Income Tax clearance certificate before the tender papers can be sold to him.
11. The contractor, whose tender is accepted will be required to furnish by way of security deposit for the due fulfilment of his contract such sum as will amount.

- a) In the case of works estimated to cost upto Rs. 1,00,000/- to 10% of the estimated cost.
- b) in the case of works estimated to cost more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10% on the first Rs. 100,000/- and 75% on the balance and
- c) in the works estimated to cost more than 2,00,000/- to 10% on the first Rs. 1,00,000/- and 75% on the next 1,00,000/- and 5% on the balance.

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

12. The contractor shall not be permitted to tender in GDA if near relative is employee of GDA He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any employees of GDA. Any breach of this condition by the contractor would tender him liable to be removed from the approved list of contractor of GDA.

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

13. No employee of GDA is allowed to work as contractor as employee of a contractor for a period of 2 years of his retirement from service without prior permission of vice Chairman, GDA. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Vice Chairman, GDA as aforesaid before submission of the tender or engagement in the contractor's service.

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

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

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

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

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

18. The contractor should be registered in the appropriate class in GDA
19. The contractors are advised to see the site of work and be acquainted with the position of materials, conditions of contracts, drawing etc. before tendering due to specific nature of work based on MORT & H specification.
20. If a person, after his tender is accepted does not sign the agreement his earnest money will be forfeited.

(Signature of E.E. Division)  
for and on behalf of the Vice Chairman, G.D.A.

# GHAZIABAD DEVELOPMENT AUTHORITY

## SPECIAL CONDITIONS OF CONTRACT

1. Each page of bill of quantity specification and conditions should be signed by contractor.
2. Tenderers should give their rates after careful examination of site of work, Drawings can be seen in the office during work hours, Drawings and specification can however be modified without entitling the contractor to any compensation due to change made there in change of the site will also not entitled the contractor to any compensation.
3. The contractor must take into consideration all fluctuation in rates of labour and materials during currency of the work. No claim what so ever on this account shall be entertained.
4. The units of rates as shown in the bill of quantities should be carefully seen as rates once given by the contractor shall remain unchained and no excuse on any account will be entertained after the tender box has been closed.
5. RIGHT OF REJECTION : The department reserve the right to reject any or all the tenders without assigning any reason for doing so, it also reserves the right to allot either a part of the work of the whole to any tenders, should be said tenders refuse to sign the bond, if he is given a portion of work, his proportionate Earnest Money shall be forfeited and his tender rejected.
6. INSPECTION OF THE SITE AND CHARACTER OF SOIL : The contractor shall inspect and examine the site and its surrounding and shall satisfy before submitting his tender as to the nature of the grounds or subsoil and specially about-the state through and on which excavation is to be made foundation to be built and other work to be executed. In this interest he should make sure of the position of quarries, topography of the site availability of food stuffs, labour and material and other armeties before tendering No claim for additional work for extra rate due to any of the above reasons will be allowed as specified in General specifications.
7. LINES AND LEVELS : The contractor shall be solely responsible for setting out the work and for the correctness of the positions levels dimensions and alignment according to the pans and shall provide all necessary assistance, instruments, begs stakes, poles and other materials required for the purpose. He will keep his own qualified staff and instruments to do the job. The tendered rate shall be deemed to include all this.
8. TOOLS AND PLANTS : The contractor shall arrange of this own tools and plants required for the proper execution and completion of the work within the specified time, if any equipment is issued Departmentally rent will be recovered from the contractor's bill at rates and terms to be entertained by the contractor from the Engineer Inchange in writing in advance.
9. WATCH & WARD: the contractor in connection with the work provide and maintain at his own cost all guard fencing and watch& ward required for proper execution & safety to materials etc.
10. MEASUREMENT : the engineer incharge shall accept otherwise started ascertain and determine by measurements the value in accordance with the contract of the work done. He shall when he required any part or parts of the work to be measured, give notice to the contractor who shall forth with attend or send an authorided agent of representative with the necessary about and implements, to assist the official measuring the work in making such measurements and shall furnish all particulars required. Should the contractor fail to attend or omit to sent



- such Agent or reprehensive, then the measurement made by the Engineer Incharge or any office under him or approved by him, shall be taken to the correct measurement of the work.
11. **MATERIALS AND APPLINCES** : All reasonable facilities will be provided by the authority to the contractor for procuring of controlled materials but the failure on the part of the contractor to get the materials in pursurance to any permit of etc. issue on behalf of the authority, shall not serve any ground for not carry out of his obligations under the contractor.
  12. **TIME OF WORKING**: The contractor will be required to so that the usual working hours are adhared to, No work should be done in the night without the permission of the Engineer Incharge except when it is absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately seek advice of the Engineer Incharge some time, how ever, some work as amy be directed by the Engineer incharge with have to be carried out in the night and no extra payment shall be made to the contractor on this account.
  13. **PROGRAMME & RETURNS TO BE FURNISHED** : As soon as particable but not later than, one month after the acceptance of his tender the contractor shall if required to submit the Engineer Incharge for his approval a programme showing order of procedure and method in which he proposed to carry out the works and shall when ever required by the Engineer Incharge for his information particulars in There writing of the contractor arrangement for the carrying out of works.
  14. **DROWING AND TIAEIR OWNER SHIP**: The sets of working drawing be got issued by the contractor from the office after his tender has been accepted contractor shall keep one set of drawing in good condition ready at site and available to department Engineering staff on completion of the work, the contractor will gave to return these drawings to the office.
  15. **EXTRAITION OF WORKS**: the coat of extra items of the works, necessitated during the execution of the work shall be determined as stated in GDA contract.
  16. **CLAIMS** : the contactor shall to the Executive Engineer once in very month an account giving full and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled and of the extra and additional works ordered and executed which has not been included in such particulars.
  17. **DUFALT OF CONTRACTOR ON COMPLIANCE** : defiance of the instruction of the Executive Engineer or the Engineer Incharge on the part of the contractor will make the contract liable to be terminated.
  18. **WILLFUL** : Inbordination or disobedience to the orders of the Engineering staff whether along or in combination with another shall be considered to be an act of misbehavior and penalty for this decided and impressed by the executive Engineer shall be final be final and binding of the contractor.
  19. **CLEARANCE OF SITE ON COMPLETION**: The contractor shall at all times keep the permises free from accumulated waste materials or rubbish caused by his employees on the works and on completion of the work he shall clear away and remove from site all construction wastes, surplus materials, rubbish and temporary works of any kind and fill up borrow pits dug by 1 him. He will leave while of the site and work clean and in a wotman like ions to the entire setisfection of the Engineer Incharge as provided in GDA condition of contract nothing extra shall be paid to the contractor of this clearing.
  20. **FOSSILSA ETC**: all fessils, coins, articles of values of antiquity and other remain or things of gological or archologien interest discovered on the site of the work

- shall be given the authority by the contractor and shall be deemed absciate property of the authority
21. **SUSPENSION OF WORK:** The contractor shall on the written order of the E/E, suspended the progress of the works of any part there of for such time and in such manner as may be considered, necessary and shall during such suspension properly protect and secure execution of the work by reasons of the weather or by some default on the part.
  22. **SUBSTANDARD WORK:** Concrete of strength below 80% of the required strength shall not be accepted. Concrete of strength not below 80% of required strength may be accepted as substandard work at suitably reduced rates provided the use of this under strength concretes confirmed to such members and in such quantities that the safety of the discretion of E/E, and the contractor shall not claim as a matter of right the decision of E/E shall be final regarding reduction of rates for such sub-standard works.
  23. If required the contractor shall provide at his own, expenses suitable accommodation for his employees including adequate sanitary arrangements and water supply.
  24. The quantities shown in bill of quantities are approximate and liable to variation to any extent on either side and the contractor will not be entitled to an extra rates or compensation due to any change in the quantity of the work to be done. Few items may be required to be committed contractor shall not be entitled to claim any profit on this account.
  25. Joint tenders will not be considered unless the firm is registered one or the same person signing the tender possesses the power of attorney of each other the partners shall be considered as jointly responsible as well as individually for the tender failing which the tender is liable to be rejected and earnest money forfeited.
  26. No more than one tender should be submitted by one contractor or by one firm of contractors.
  27. All tendered rates shall be considered to include all jobs as mentioned in the detailed specification attached.
  28. After acceptance of the tender the GDA conditions of contract will necessary amendments will be attached with the bond and the same will be binding on the contractor.
  29. The work of electric fittings shall be taken in hand when the building work has sufficiently advanced. The contractor will have to afford all facilities to other contractor in execution of their work so that the entire work may proceed smoothly. No compensation on this account shall be allowed.
  30. When opening the tenders the rates shall be read out to all contractors who are presents.
  31. The white lime required for the work shall be brought to the site in unslacked conditions and selected properly and to specification on the work after approval of the E/I or his representative.
  32. All building materials arranged by the contractor shall be subject to the approval of the E/I and rejected material if any will have to be removed by the contractor within three days from the site otherwise a penalty of Rs. 501-1 per day may be imposed on him till the materials in question are removed.
  33. The materials to be supplied by the Department as per schedule, 'c' Appended at the rates mentioned there in shall be supplied to the contractor in such lots and at such time as the E/I. The contractor should send his requirement in advance to the E/I. The materials will be supplied in time as far as possible but in case of any materials being not available. No claim will be entertained. In cases of a

- material, listed in schedule 'C' the contractor will use only those material which have been issued by the Department unless directed by the Engineer Incharge and approved by Executive Engineer.
34. Other materials not covered by the schedule's' can also be issued to the contractor at the discretion of the Executive E/I Incharge if available at the current market rate or stock rates which ever is higher.
  35. All materials issued to the contractor will have to be slacked and strode properly at the site of the work and a proper account will have to, be maintained by the contractor, in accordance wit the instructions of the Engineer Incharge etc. so that checking can be don when necessary. If any surplus materials are left the completion of the work is shall not be disposed or removed by the contractor unless he receives permission in writing from the E/I.
  36. 'An order book will be kept at the site of the work in which instruction on may be recorded the E/I or his representative The contractor or his authorized Agents, will be required to sign the order book daily in acknowledgement of the instruction case the contractor refuse to do so the instructions written there in shall be binding on the contractor.
  37. VIRBAL INSTRUCTION ISSUED BY THE OFFOCERS: Any verbal instruction by officers from time to time in connection with change in design or specification which the contractor thinks entitles him for extra payment shall be got confirmed in writing by the contractor. Failure to so this will on account entitle him extra payment.
  38. The contractor shall be responsible to carry out the work according to the drawing attached with the contractor bond drawing of details given be Engineer I/C.
  39. The contractor before communing the work shall (a) post in a conspicuous place at the side of the work Notice, giving the prepare of wages which have been certified by the Engineer Inchage.
  40. The contractor shall be bound by the rules made by the Govt. with regard to the period for which wages have to be paid and deduction from wages.
  41. The contractor shall be bond to give preference to Ex-service men where available. The nearest sub regional employment exchange may be consulted regarding availably of such man.
  42. The tender rates shall include all quarrying charges, royalty screening tools and plants carriage of materials to the site, stocking and removal of all rejects materials, districts Board and municipal Board Taxes, sales tax and water arrangement etc.
  43. Condition of GDA conditions of contract manual from 79180181182 will also be applicable and will from part of the contractor.
  44. No clam for extra payment on account of delay in the supply of materials or machineries to be issued by the GOA will be entertained.
  45. The contractor must write there correct and complete postal address in the tender and arranger to take the delivery of all litters. If any letter is received back undelivered it will be contractor responsibility and contractor shall be bound for such action as may be written in the content of such letter. Any
  46. Stamps duty as required in the contract deep will be borne by the contractor.
  47. The GDA shall have the right so accept at reduced rate sub standard and defective work provided that the sub standard or defective work is not considered to be seriously defective by the E/I. and the rates of the work so accepted will be suitable reduced of the E/E to compensate the GDA and such reduction will be at the entire discretion of the E/E and shall be final and binding on the contractor.
  48. The work must comply with the relevant UP PWD Detailed specification and relevant latest standards of India standard code as specified in detailed

specification attached. Decision of the E/E regarding applicability, interpretation or any dispute about specification shall be final and binding on the contractor. The tendered rate shall be deemed to cover the following where required to be done and no extra payment for these shall be made.

- (a) Cutting of existing roads and making it good after completion of work in original shape and with specification of broken work.
- (b) Cutting and making holes in the brick work or roofs (RBC or RCC) or floors or plaster and making good the same after completion of the work to original shape and with specification of broken work.
- (c) Making of pillars in 1<sup>st</sup> class brick in 1:3 cement in approved coarse sand for fixing water supply lines or water storage tank as desired by the E/I.
- (d) Painting two coats of approved paint on all exposed faces on either GI or HCL pipe lines, flushing cisterns, brackets and other fittings and M.S. tanks and girders etc.
- (e) Lead jointing in HCL soil or vent pipes lead shall be fitted up to 2 cm. (minimum) extra than the caulking by jute.
- (f) The supervising staff can check by getting the lead joints opened 20% of all the joints. The same shall have to be refilled by the contractor at his own cost. If any joint found with lesser quantity of lead or crack in lead jointing than penalty as deemed fit by the E/I shall be imposed to the extent of rejection of all the joints.

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

49. One sample of each sanitary and water supply fittings and accessories shall have to be got approved from the Engineer Incharge before actual execution of the work.
50. The contractor shall be fully responsible for any loss or breakage and defects and defects in the till the same is not finally measured and taken over from him and till such time he shall have to replace or make good such damages etc. at his own cost.
51. If the building work is in progress in progress the contractor shall have to work in cooperation with other contractor if any so that the entire work may proceed smoothly. In the event of any dispute the decision of the E/E shall be final. The progress will to be given in such a way so that the work of building contractor may not suffer.
52. The contractor shall have to dispose of all his surplus earth and rubbish etc away from the building from the site of the work as and where directed by the E/I
53. All the concealed pipe lines, shall be tested as directed by E/I. and shall be concealed only when it is approved. The testing charges and equipment etc for the same be borne by the contractor. The contractor shall be responsible for the leakage till the 10% security is released.
54. The tendered rate shall include all the local and other taxes, water charges etc. No claim shall be entertained on such A/C the quantities are liable to vary on either site to any extent for which no claim shall be entertained.
55. After laying and jointing, the SW & MCI pipes and fittings shall be inspected and got tested any joint found leaking shall be done and all leaking pipes removed and replaced without extra cost.
56. The tendered rate shall be deemed cover the charges of making necessary connection with water tanks and supply pipes etc. for which nothing extra shall be paid.
57. The floor and walls etc cut for proper completion of the work shall be repaired and finished to its original specification.

58. The GT pipes work including fitting shall be tested to a pressure as specified in relevant IS code to ensure that pipe have proper threads and proper material. All leakage joint shall be made leak proof.

Smoke test shall be carried out for HCI pipe line work as provided in the specification. The SW pipe line shall be tested for 5 mtr head of water. nothing extra shall be paid for all these testing.

59. For the material supplied by the department proper A/C will have to be maintained. For cement double lock system will have to be followed.

60. Floor trap Nahani Trap if any and WC shall be paid at the reduced rates i.e 90% of the rate till got tested against leakage to the satisfaction of the E/I.

61. The contractor has to carry out the work of testing twice once before taking the final measurement and secondly and time during period of six month from the date of expiry of contract i.e maintenance period at nothing extra shall be paid for this 10% security shall be refunded only after the satisfactory, completion of work test maintenance period.

62. No payment will be made to contractor for cutting and its repair in brick work after completion of brick work for fixing precast or cast in site RCC shelves and no claim on this A/C shall be entertained.

63. The jambs of the doors window shall be finished with cement mortar 1:2:2 against the 12mm & 15 mm thick plastering items of bill of quantities but nothing extra shall be paid on this A/C.

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

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

Officer Issuing  
Tender

Contractor

Officer Opening  
Tender

Vice Chairman  
G.D.A.



गाजियाबाद

विकास

प्राधिकरण

गाजियाबाद

(I.S.O 9001:2015 एवं I.S.O 14001:2015 प्रमाणित संस्था)

निविदा द्वारा संचालित उद्यान कार्य की नियम व शर्तें

1. निविदा प्रपत्र के साथ रूपये 100/- का नान जुडिशियल स्टाम्प पेपर जो निविदादाता फर्म के नाम से क्रय किया हो व रू0 1/- का रेवेन्यू स्टाम्प ठेकेदार के मानक हस्ताक्षर सहित संलग्न करना अनिवार्य होगा।
2. ठेकेदार के बिना हस्ताक्षर युक्त निविदा अस्वीकार कर दी जायेगी।
3. अकेली (एकल) सशर्त अथवा किसी भी रूप में अपूर्ण निविदाएं मान्य नहीं होगी एवं निरस्त मानी जायेगी।
4. निविदादाताओं को अपनी दरें शब्दों एवं अंकों दोनों में अंकित करनी होगी। एक से अधिक दरें अंकित किये जाने पर यदि काटी न गयी हो न्यूनतम दर ही मान्य होगी।
5. कार्य की मात्रा वास्तविक आवश्यकता के आधार पर घटाई-बढ़ाई जा सकती है तथा एजेन्सी की सहमति की दशा में कार्य सन्तोषजनक होने पर, रख-रखाव अवधि बढ़ाई जा सकती है।
6. उपाध्यक्ष, के पास यह अधिकार सुरक्षित है कि वह बिना किसी कारण बताये समस्त निविदा या आवश्यक समझे किसी एक निविदा को निरस्त कर सकते हैं। इस सम्बन्ध में कोई पत्राचार मान्य नहीं होगा।
7. निविदा प्रपत्र में उल्लेखित सभी शर्तें निविदादाता को मान्य होगी।
8. ठेकेदार को कार्य संचालन हेतु यान्त्रिक वस्तुओं एवं पानी की व्यवस्था स्वयं करनी होगी।
9. आपूर्ति विनिर्दिष्ट स्थल पर कार्यालय के कार्य दिवस तथा कार्य अवधि सुबह नौ बजे से शाम पाँच बजे तक ही प्राप्त की जायेगी।
10. यह ठेकेदार की जिम्मेदारी होगी कि निविदा की कीमत भरने से पूर्व कार्य एवं कार्य क्षेत्र देख लें।
11. प्रतिभूति धनराशि नियमानुसार काटी जायेगी।
12. ठेकेदार द्वारा की गयी आपूर्ति का भुगतान जॉच पड़ताल के बाद ही किया जायेगा तथा जॉच पड़ताल के बाद ही आपूर्ति की गयी वस्तुओं को उपयोग में लिया जायेगा। आपूर्ति मानक के अनुरूप न होने की दशा में स्वीकार नहीं की जायेगी।
13. उद्यान अनुभाग द्वारा स्थल पर लगाने हेतु ट्री गार्ड उपलब्ध कराये जायेगे। फिक्सिंग व देख रेख की पूर्ण जिम्मेदारी सम्बन्धित ठेकेदार की होगी। ट्री गार्डस चार्ज में लेने होंगे तथा रख-रखाव की अवधि पूर्ण होने के बाद चार्ज वापस करने होंगे। ट्री गार्ड वापस करते समय यदि मात्रा कम हो जाती है तो उसके लिए ठेकेदार के अन्तिम बीजक से ट्री गार्ड की प्रतिपूर्ति की नियमानुसार कटौती की जायेगी।
14. यदि ठेकेदार के श्रमिकों द्वारा कोई नुकसान होता है तो उसकी क्षतिपूर्ति ठेकेदार से की जायेगी।
15. यदि ठेकेदार तथा विभाग के मध्य कोई विवाद उत्पन्न होगा तो ऐसे विवाद के निर्णय हेतु प्राधिकरण के उपाध्यक्ष, महोदय द्वारा नियुक्त आर्बीट्रेटर ही निर्णय करेंगे। आर्बीट्रेटर का निर्णय अंतिम होगा तथा निर्णय दोनों पक्षों को मान्य होगा।
16. विभाग को कार्य हित में किसी भी समय ठेका समाप्त करने/ठेके का समय बढ़ाने का पूर्ण अधिकार होगा।
17. यदि कार्य सन्तोषजनक नहीं पाया गया तो विभाग द्वारा नोटिस दिया जायेगा। नोटिस के 15 दिन बाद तक भी कार्य सन्तोषजनक नहीं किया गया तो असन्तोषजनक कार्य को डेबिटेबिल एजेन्सी से बाजार दर पर करा दिया जायेगा। जिसका भुगतान ठेकेदार के बिल से काट लिया जायेगा।
18. अनुबन्ध के दौरान ठेकेदार के किसी श्रमिक की कोई दुर्घटना आदि हो जाती है तो इसकी पूर्ण जिम्मेदारी ठेकेदार की होगी। प्राधिकरण का कोई उत्तरदायित्व नहीं होगा।

19. ठेकेदार को अनुरक्षण प्रकृति के कार्य हेतु श्रमिक उपस्थित पंजिका का प्रतिमाह रख-रखाव करना होगा।
20. लेबर एक्ट का पूर्ण रूप से पालन करना ठेकेदार की जिम्मेदारी होगी, तथा कार्य स्थल पर कार्यरत श्रमिकों को प्राधिकृत वर्दी (Unifrom) में रहना अनिवार्य होगा।
21. ठेकेदार अपने श्रमिकों को पहचान पत्र देगा जो ठेकेदार द्वारा सत्यापित होगा।
22. उद्यान अनुभाग की नर्सरी से जो भी पौधे उपलब्ध कराये जायेंगे, उनको भी लगाने व रख-रखाव की जिम्मेदारी निविदादाता द्वारा लगाने वाले पौधों की ही तरह होगी। इसके लिए प्राधिकरण द्वारा कोई अतिरिक्त भुगतान नहीं किया जायेगा।
23. सम्बन्धित क्षेत्रों में रख-रखाव आदि कार्यों का भुगतान सम्बन्धित स्थल प्रभारी के सत्यापन पर ही किया जायेगा तथा माह के अन्तिम सप्ताह में कार्यों का संयुक्त सत्यापन कराना होगा।
24. अंतिम बिल भुगतान के समय प्राधिकरण को चार्ज हस्तान्तरित करने से पूर्व मृत पौधों के क्षतिपूर्ति स्वरूप रू0 150/- प्रति पौधा हरित पट्टियों के रख-रखाव के भुगतान से रू0 100/- प्रति झाड़ी हरित पट्टियों सड़को के वृक्ष अनुरक्षण के बीजक से तथा रू0 300/- प्रति पौधा सड़को के किनारे वृक्षारोपण अनुरक्षण के बीजक से काटा जायेगा।
25. वृक्षारोपण/उद्यानिक विकास/रख-रखाव के कार्य हेतु ठेकेदार को सिंचाई प्रबन्ध स्वयं करना होगा। इस सम्बन्ध में किसी भी प्रकार से वाटर टैंकर, ट्रैक्टर, मशीनरी, पाईप आदि की व्यवस्था प्राधिकरण द्वारा नहीं की जायेगी। सिंचाई कार्य हेतु सम्पूर्ण व्यय ठेकेदार को स्वयं वहन करना होगा।
26. रख-रखाव कार्य में पौधों की सिंचाई, निराई, गुड़ाई, अनावश्यक खरपतवार निकालना व कटाई एवं छटाई, पौधे सुखने की दशा में जिस प्रजाति के पौधे लगाये गये हैं उसी प्रजाति के पौधों मानक के अनुसार बदलने होंगे। इसके अतिरिक्त कीटनाशक दवा, रसायनिक खाद का छिड़काव आदि का दायित्व ठेकेदार का होगा। इसके लिए प्राधिकरण द्वारा किसी प्रकार की प्रतिपूर्ति नहीं की जायेगी।
27. ठेकेदार द्वारा रोड वर्म तथा ग्रीन बैल्ट के आस-पास उगे खरपतवार एवं अनावश्यक घास पर भी नियन्त्रण रखना होगा।
28. रोपित पौधों के रख-रखाव स्थल पर उपलब्ध प्राधिकरण की अन्य सम्पत्ति जो ठेकेदार को विकास प्राधिकरण द्वारा उपलब्ध करायी गयी हो सही स्थिति में वापस करनी होगी।
29. जिन कार्य स्थलों पर सिंचाई हेतु पानी का श्रोत प्राधिकरण द्वारा उपलब्ध कराया जा रहा है उन स्थलों के फर्म के बीजक से 1 प्रतिशत की कटौती की जायेगी।
30. यदि ठेकेदार द्वारा प्राधिकरण की मशीनरी/उपकरणों का उपयोग किया जाएगा तो नियमानुसार ठेकेदार के बिल से कटौती की जाएगी तथा मशीनरी/उपकरणों की मरम्मत की जिम्मेदारी ठेकेदार की होगी।
31. पार्क में रख-रखाव कार्य के अन्तर्गत लॉन तथा पेड़-पौधों की सिंचाई निराई-गुड़ाई घास काटना आदि का कार्य करना होगा।
32. लॉन में सूखी घास होने पर उसमें नई घास लगाने का कार्य ठेकेदार को ही करना होगा।
33. पार्क में, लॉन में, गोबर की खाद तथा मिट्टी को मिक्स करके टॉप ड्रेसिंग का कार्य ठेकेदार द्वारा किया जायेगा। आवश्यक सामग्री विभाग द्वारा निशुल्क उपलब्ध करायी जाएगी।
34. लॉन में रासायनिक खाद का छिड़काव भी ठेकेदार को समय-समय पर आवश्यकतानुसार करना होगा।
35. वृक्षारोपण के लिए गड्डों का आकार मानक के अनुसार होगा तथा खाद मिट्टी का मिश्रण व मानक के आधार पर पौधा लगाना होगा।
36. पार्क में लॉन की कटाई समय-समय पर लॉनमूवर से आवश्यकतानुसार करनी होगी उससे सम्बन्धित उपकरण एवं संचालन की व्यवस्था ठेकेदार को करनी होगी।
37. पार्क में लगे पौधा (सर्बस तथा वृक्ष) को समुचित आकार देने के लिए समय-समय पर आवश्यकतानुसार कटाई-छटाई करनी होगी।

38. कटी हुई घास तथा सुखी पत्तियां तथा पौधों की कटाई की गयी टहनियां आदि पार्क से 100 मीटर की दूरी पर डालनी होगी।
39. पार्क के क्यारियों में सभी मौसमी फूलों के पौधों ठेकेदार द्वारा लगाने होंगे, जिसके लिए कोई प्रति कर देय नहीं होगा।
40. कार्य स्थल पर निर्धारित मानकों के अनुसार तकनीकी स्टाफ/मालियों की व्यवस्था करनी होगी।
41. कार्य एवं आपूर्ति नियत अवधि में पूर्ण करनी होगी नियत अवधि के उपरान्त कार्य/आपूर्ति पूर्ण करने पर 10 प्रतिशत तक पैनल्टी लगाई जा सकती है।
42. ठेकेदार से व्यापार कर, आयकर तथा यथासंशोधित अन्य कर नियमानुसार काटे जायेंगे।
43. उद्यानिक विकास कार्यों के बीजक से 10: प्रतिशत अस्थाई कटौती प्रतिभूति राशि के अतिरिक्त की जाएगी जो विकास कार्य सन्तोषजनक पूर्ण होने के एक माह पश्चात अवमुक्त की जाएगी।
44. अनुबन्ध अथवा आपूर्ति आदेश के वर्णित मात्रा में कम आपूर्ति/कार्य के लिए जो नहीं किया गया है कार्य के मूल्य के 10 प्रतिशत के बराबर अर्थदण्ड ठेकेदार के बीजक से काटा जायेगा।
45. भुगतान की प्रक्रिया प्रतिमाह के अन्तिम सप्ताह के बाद कार्य का सत्यापन करने तथा रख-रखाव का कार्य सन्तोषजनक पाये जाने के उपरान्त ही की जायेगी।
46. रख-रखाव कार्य से सम्बन्धित उपरोक्त सभी प्रक्रियाओं का समयानुसार पूर्ण करना अनिवार्य होगा अन्यथा अनुबन्ध को निरस्त करने की कार्यवाही तथा जमानती धनराशि जब्त की जा सकती है।
47. निविदादाता को निविदा प्रपत्र के साथ गत तीन वर्षों का नियमानुसार समान लागत का वर्ष में कार्य करने का अनुभव प्रमाण पत्र संलग्न करना अनिवार्य होगा।
48. एजेन्सी को स्थल पर कार्य एन0जी0टी0 के मानकों के अनुसार करना होगा। मानकों के अनुसार कार्य न करने पर एन0जी0टी0 द्वारा रोपित दण्ड देना होगा।
49. निविदादाता को कार्य की श्रेणी के अनुसार तकनीकी स्टाफ एवं आवश्यक मशीनरी संयन्त्र का शपथ पत्र निविदा के साथ संलग्न करना अनिवार्य होगा।
50. निविदादाता को पंजीकृत श्रेणी के अनुसार जिलाधिकारी द्वारा जारी हैसियत प्रमाण पत्र तथा लेटेस्ट इन्कम टैक्स रिटर्न की प्रति निविदा के साथ संलग्न करना अनिवार्य होगा।
51. निविदादाता द्वारा प्रस्तुत अभिलेख कमेटी के सत्यापन की दशा में फर्जी पाये जाने पर धरोहर राशि अवमुक्त नहीं की जायेगी तथा निविदा खुलने के पश्चात न्यूनतम निविदादाता की नर्सरी/मशीनरी एवं स्टाफ का भौतिक सत्यापन किया जायेगा।
52. निविदादाता, निम्नानुसार तालिका के अनुरूप निविदा डालने हेतु पात्र होंगे।

| क्र0सं0 | कार्य प्राप्त करने की क्षमता<br>(रू0 में) | लिविड एसेट्स |
|---------|---|--------------|
| 1.      | 1.00 लाख से अधिक 7.50 लाख तक              | 2.50 लाख     |

ठेकेदार के दिनांक सहित  
हस्ताक्षर

प्रभारी उद्यान  
गाजियाबाद विकास प्राधिकरण



# HAZIABAD DEVELOPMENT AUTHORITY

## GENERAL CONDITIONS FOR THE WORK

1. bidders are advised to see the site of the work and be acquainted with the position to material condition of contract drawing, modification etc. it any before tendering.
2. The work shall be carried out as per U.P.P.W.D. detailed specifications amended up to date. The contractor should be through these specification and U.P.P.W.D. schedule of rates revised and upto amended upto before tendering.
3. In giving rates tenders are advised to take into account fluctuation in market rates, no claim will be entertained on this account acceptance of the tender and currency of the contract.
4. All entries be the tenders should be in one ink and one hand. Erasures and over writings should be signed be the contractors.
5. Rates should be written in figures as well as in words in the tender. In case of variation of rates written in words and in figures lower of the two will be accepted.
6. quantities of work are subject to wide variation with out any notice to the contractor in the event of variation in quantities of work, the contractor shall not be entitled for any compensation and tender rates accepted shall be mutandis applicable.
7. Conditional, incomplete, unsigned, or unwitnessed tenders shall not be entertained.
8. No more than one tender should be submitted by one contractor by one firm of contractor.
9. Under no circumstances will a father or his son or close relation or the partners of the firm be allowed to tender for the work as separate tender. Breach of this condition will render the, tenders of such tender liable to rejection and for forfeiture to their earnest money or permanent security .
10. In case of firm tender must be signed by each partner or member by the person heading the power of attorney on behalf of all other part partners members of the firm, In later case a copy of the power of attorney attested by a Gazetted Officer must accompany the tender.
11. Provided that no tender from unregistered firms (as required under the registration of firms and societies act) shall be entertained.
12. Tendered rates will hold good for three months from the date of opening the tender.
13. Contractor shall be bound to pay wages which shall not be less than fair wages in the locality These minimum rate shall be fixed by the Vice Chairman in contractor with the District Magistrate.
14. Contractor shall be bound to give preference to ex-serviceman wherever available. The nearest sub regional Employment Exchange may be consulted regarding availability of such person.
15. The tendered rates shall include all quarrying charges, royalties, screen tools and plants, carriage of materials to site stack and removal charges of any rejected materials Sales tax and other local Taxes payable to District Board of Municipal Board and water arrangement etc.
16. Conditions of general P.W. No.9/ Manual-from-79/80/81/82 will also be applicable.

17. An order book will be kept at the site of the work in which instructions and orders shall be recorded by the Engineer In charge or his representative. The contractor, his authorized agent will be required to sign the order book daily in acknowledgement of the instructions and shall comply with the order and instructions given in that book.
18. All receipts signed and issued by the contractor, their authorized agents whose names and specimen signatures should be furnished in writing of the Engineer incharge shall be conclusive proof of the delivery of materials.
19. No claim for extra payment shall be entertained on account of delay in supply of materials or machineries by the Authority.
20. The contractors must write correct and complete address in tenders and arrange to take delivery of all letters if any, letter is received back undelivered it will be contractor's own responsibility and contractor shall be bound for actions as may be required through the contents of such letter.
21. The contractor should attach with the tender list showing their qualifications, experience of work and financial status of firm.
22. Stamp duty as required on the contract deed will be borne by the contractor
23. 75% secured advance can be allowed as per rules in financial Hand Book.
24. All measurements shall be done as per ISI rules and corrected up to date.
25. The final bill shall be prepared after three months from the date of completion of the work. Work in doors & windows shutters are not supplied by the department.
26. A resolution has been passed on 11-5-94 in the meeting of Authority which is effective as follows.

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

Assistant Engineer

G.D.A

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

Place.....

Signature of Contractor

# GHAZIABAD DEVELOPMENT AUTHORITY

## GENERAL CONDITIONS OF CONTRACT

1. The "Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the **Ghaziabad Development Authority** and the "**CONTRACTOR**" together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them :
  - a. The "**WORK**" or "**WORKS**" shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted or additional.
  - b. The "**SITE**" shall mean the land and/or the other places, on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used or the purpose of carrying out the contract.
  - c. The "**CONTRACTOR**" shall mean the "Individual" or "Firm" or "Company" whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.
  - d. The "**VC**" shall mean the Vice Chairman Ghaziabad Development Authority, his successors or assignees.
  - e. The "**ENGINEER-IN-CHARGE**" shall mean the C.E./S.E./E.E. as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of G. D.A.
  - f. The "**ESTIMATED COST**" shall mean the cost of entire work to tender .
  - g. the Assistant Engineer shall mean the E/E, GDA & incharge of work.
  - h. The estimated cost shall mean the cost of the work or works as estimated on the basis of the gendered rate of rates agreed to between the parties to contract.

The Development shall mean the GDA, Ghaziabad words importing the singular number include the plural number the Vice Versa.

## **SECURITY DEPOSIT**

**CLAUSE 1:** The contractor, whose tender is accepted, will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as will amount.

- a. In the case of works estimated to cost upto As. 1,00,000/- to 10% of the estimated cost.
- b. In the case of works estimated to cost more than As. 1,00,000/- and upto As. 2,00,000/- to 10% on the first As. 1,00,000/- and 7.5% on the balance and.
- c. In the works estimated to cost more than As. 2,00,000/- to 10% on the first As. 1,00,000/- 7.5% on the next As. 1,00,000/- and 5% on the balance.

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

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

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

## **COMPENSATION FOR DEL**

**CLAUSE- 2 :** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the written 'order to commence work. is given to the contractor. The work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one

percent of estimated cost or such smaller amount as the E.I. (whose decision in writing shall be final) may decide on the amount of the estimate cost of the whole work as shown in the tender for every day that the work remains uncommenced after the proper date and further to ensure good progress during the execution of the work. The contractor shall be bound in all cases in which time allowed for any work exceed one month to complete on eighth of the whole of the work before one fourth of the whole time allowed under the contractor has elapsed, three eighth of the work before half of the of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay an compensation as amount equal to one percent, or such smaller amount as the E.I (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided that before tacking action under this clause the officer to the contractor and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of estimated cost put to tender (to struck of, in all cases when the time allowed for completion does not exceed one month).

### **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

**CLAUSE- 3 :** The E/I on behalf of the Authourity shall have the power to Action when whole of security deposit is forfeited. The officer accepting the contract on behalf of the G.D.A. or the Engineer-in-charge shall have the power without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- a- If, the Contractor having been given by the Engineer-in-charge a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Junior Engineer/Assistant Engineer / Executive Engineer / Superintending Engineer/ Chief Engineer shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so -ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-In-charge (which shall be final and binding) he will be unable to secure completion of the date of completion or he has already failed to complete the work by the date.
- b- If the contractor being a company shall pass a resolution of the Court shall make and order that company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or Manager of which entitle the court make a winding up order.

- c- If the Contractor commits breach of any of the terms and conditions of this contract other those mentioned in sub-clause a above.
  - d- if the Contractor commits any fact mentioned in clause-21 hereof.
- 2- When the contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of GDA or the Engineer-in-charge, shall have powers to adopt anyone or more of the following courses as he may. deem suited too the interest of the GDA.
- I. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge, or communicated through, Assistant Engineer / Executive Engineer/ Superintending Engineer / Chief Engineer shall be conclusive evidence upon such determination or rescission the security deposit of contractor shall be liable to the forfeited and shall be absolutely at the disposal of the GDA.
  - II. To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-charge, communicated through the AE / EE / SE / CE shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates the differences shall not be paid to the contractor.
  - III. After giving notice to the contractor to measure-up the work of the contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which executed by him (of the amount of which excess the certificate in writing or 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 GDA under this contract or on any other account whatsoever or from his security deposit of the proceeds of sales thereof of a sufficient part thereof as the case may be.
- 3- In the event of anyone or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any

engagement of made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**CONTRACTOR REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT) :**

**CLAUSE-4:** In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the GDA or the Engineer-in-charge by clause-3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default liable to pay compensation and, the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the power vested in him under the preceding clause the, Engineer-in-charge may if he so desire take possession of all or any tools; plant, materials or stores in or upon the works. Power to take possession of or require removal of or sell contractor's plant at the site thereof of belonging to the contractor or procured by him & intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with, any such requisition the Engineer-in-charge may remove at contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

**EXTENSION OF TIME**

**CLAUSE- 5:** If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge the officer accepting the contract on behalf of the Ghaziabad Development Authority through the Engineer-in-charge- and copy thereof is sent to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desire such extension as aforesaid and the office accepting the contract on behalf of the GDA., shall, if in his opinion reasonable grounds be shown therefore authorise such extension of time if any as may, in his opinion be necessary or proper provided there this extension of time should be limited to 25% of the total period of the contract and in no case exceeding 4 - 5 months.

The case of extension of provided always that if the contractor continues to perform: the work beyond and the date of completion or the right of the GDA to claim compensation under Clause 2 shall not be deemed to have been waived. In case the delay is because of the lapse on the part of contractor, the time extension maybe granted at the sole discretion of the sanctioning authority in the following way. above mentioned penalties shall be applied if the delay is on the part of contractor.

### **COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE:**

**CLAUSE- 6:** On completion of the work the contractor shall send a registered notice to the Engineer-in-charge giving the date of completion and sending a copy of its to the office accepting the contract on behalf of the GDA and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be completed until the Contractor shall have removed from the site on which work shall be executed, all scaffolding surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, -surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding material and the rubbish and dispose off the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding of surplus materials as aforesaid except for any sum actually released by the sale there of.

On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates whose measurement shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such re-measurements shall be binding on the contractor (Ten days will apply towards at the headquarters of Engineer-in-charge and thirty days for works at other places delete whichever not applicable).

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



removing these. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

#### **CLAUSE -7: PAYMENT OF INTERMEDIATE CERTIFICATE TO BE RELEASED AS ADVANCE**

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

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

#### **CLAUSE - 8 : BILL TO BE SUBMITTED MONTHLY** Engineer-in-charge

A bill shall be submitted by the contractor each month on or before date fixed by the Engineering-charge for all works executed in the previous months and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as foresaid the Engineering-charge get the said work measurement list will be sufficient warrant, and the Engineer incharge 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 MEASUREMENTS RECORDED BY THE AUTHORITY.**

Before taking any measurement of any work as has been referred to in clause 6,7, & 8 hereof, the engineer-incharge or a subordinate deputed by him shall give responsible notice to the contractor. If the contractor fails to attend at the time of measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-Incharge then and in any such event, "the measurements taken by the engineer incharge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in clause 8 be final and binding on the contractor and the contractors shall have *no* right to dispute the same. "

#### **CLAUSE. 10 : BILLS TO BE ON PRINTED FORMS**

The contractor shall submit all bills on the printed forms to be had on application at the 'Office of the engineer-incharge and the charges in the bill shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned of Provided for in the tender, at the rate hereinafter provided for such work.

#### **CLAUSE. 11 : STORES SUPPLIED BY AUTHORITY**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the 'Engineer-Incharge store, or if it is -required that the contractor shall use certain stores to be provided by the Engineer-Incharge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the contractor but so as in any way to control the meaning or effect .of this' contract, specified in the Schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as are required form the time to time to be used by him for the purposes \_f the contract only, any the value of the full quantity of materials and stores so supplied at the rates, specified in the said schedule of memorandum may be set off or deducted from any sums then due, of thereafter to became due to the contractor under the contact or otherwise, or against or from the security deposit, or the proceeds of sale thereof it the same is held in government securities, the same or a sufficient portion of availability of ascertain from time to time from the Engineer-Incharge about the position of availability of the materials as aforementioned and any 'delay on the part of the Engineer:-Incharge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of the such delays the contractor shall be granted reasonable extension of time. All materials supplied to the contractor are the property of the contractor, but shall not on any account be removed from the site of the work, except. with the written permission of the Engineer-Incharge or under his orders and shall at all times be open to inspection by the Engineer-Incharge. Any such materials unlisted and in perfectly god condition at the time of the completion of determination of the contract may, by special arrangement. Be taken over by government at prevailing market rates, if required for use on other works in progress provided that the price allowed, shall not exceed, the amount charged to the contractor.

#### **CLAUSE-12: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

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

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

### **CLAUSE -13: ALTERATION IN SPECIFICATION AND DESIGN:**

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

#### **Extension of Time to consequence of Alterations:**

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

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

- a. If the rates for the additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- b. If the rate for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- c. If the altered, additional or substituted work includes any work for which no

rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD/MORTH SCHEDULES of rates-minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work out to tender.

- d. If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (ii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD /MORTH schedules above minus / plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part of parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of GDA. Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- e. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the contractor shall within 7 days of the date of receipts of the order to carry out the work, inform the officer accepting the contract on behalf of the GDA or Engineer-in-charge of the rate which is his intention to charge for such class of work supported by analysis of the rates claimed and the GE/SE shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting the contract on behalf of the GDA or Engineer-in-charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under the clause.

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

If at any time, after the commencement of the work the GDA or the C.E / SE decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part or works as specified in the tender to be carried out, the Engineer-in-charge shall given notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or 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 in full, but which he did not derive in consequence of the full amount 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 be have any claim for compensation by reason of any alternations have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall Be have any claim to compensation by reason of his having purchased or

procured materials with a view to execution of the work of the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site, of approved quality and not in excess of the requirements of the work and to pay to contractor the actual cost there of the amount of which cost a certificates by the Engineer-in-charge shall be binding on the contractor. In the event of this option not being exercised the contractor may submit to the Engineer in charge within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will be forwarded to the CE/SE who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision on CE / SE shall be final and binding on the contractor.

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

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or 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. Materials articles complained of (not with standing that same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials at his own proper charge and cost, and in the event of his failing to do so within a period to do specified by the Engineer-in-charge in this demand aforesaid then the contractor shall be liable to pay compensation at the same rate as under clause-2 of the contract for this default also while his failure to do so shall continue, and in the case of such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

GDA shall have the right to accept at reduced rate, substandard or defective work and to

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

by GDA to the contractor.

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

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

All works under or in, the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the that purpose (orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself)

GDA as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials also supply without charge the requisite number of persons with the means and materials also necessary for the purpose of settings to works and counting, weighing and assorting in the measurements or examination at any time and from time to time work of materials. Failing his, so doing, the same may be provided by the GDA at the expense of the contractor and the expenses may be deducted from the money due to the Contractor under the contract or from his security deposit of the proceeds of sale there of or a sufficient portion there of.

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

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

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

If, the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work while in progress from any cause whatsoever, or any defect shrinkage or other faults appear if it within TWELVE MONTHS /ONE YEAR, after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense of which the certificate of the Engineer-in-charge shall be final from any sums- that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof of a sufficient portion thereof in any manner legally permissible.

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

The contractor shall provide at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work.

**CLAUSE - 20 (a) : DAMAGE ARISING FROM NON PROVISION OF LIGHT, FENCING ETC.**

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

**CLAUSE. - 21 : WORK NOT TO BE SUBLET.**

The contract shall not be assigned or sublet without the written approval of the officer accepting the contract on behalf of the GDA and if the Contractor shall sign to sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do or if any bribe, gratuity, gift, load perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of GDA in any way relating to his officer or

employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of GDA and the same consequence shall ensue as if shall not be entitled to recover or be paid for any work there of of actually performed under the contract.

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

**CLAUSE - 23 :**

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

**CLAUSE -24 :**

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

**CLAUSE -25 :**

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

**CLAUSE -26 :**

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

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

**1) LEAVE**

- a- In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- b- In the case of miscarriage upto 3 weeks from the date of miscarriage. In case of delivery leave pay during maternity leave will be at the rate of women's average daily earning calculated on the total wages earned on



- the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined of at rate of seventy five paise a day which ever is greater.
- c- In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
  - d- Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to woman unless she has/shall employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

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

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

#### **CLAUSE -28 :**

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

- 1(a) The minimum height of each hut at the eye level shall be 7 feet and floor

- area to be provided will be at the rate of 30 Sq. feet for each member of the workers family staying with the laborer.
- 1(b) The contract shall in addition construct suitable cooking place having a minimum  
are 6 x 5 adjacent to the hut for each family.
  - 1(c) The contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per one hundred of the total strength latrines and urinals being provided separately for women.
  - 1(d) The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
  - 2(a) All the huts shall have walls of sun-dried bricks laid in mud mortar of other suitable local materials and may be approved by the Engineer-in-charge. In case of sun-dried bricks the all should be plastered with mud gobra on both sides. The floor may be kutcha but plastered with mud gobra and shall be at least 6 above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
  - 2(b) The Contractor shall provide each hut with proper ventilation.
  - 2(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.

### **3-WATER SUPPLY:**

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

The contractor shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor shall make arrangement for the removal of excreta through the municipal committee/ Authority and inform about the number of labourers employed so that

arrangement may be such committee /Authority for the removal of excreta. All charges on this account shall be borne by the contractor shall provide one sweeper for every eight seats in case of dry system.

6. Drainage:

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

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

8. Sanitation:

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

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

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

**CLAUSE 30 : CHANGE IN CONSTITUTION 'OF FIRM,**

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

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

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

**CLAUSE 32 :work to be under direction of engineer incharge.**

- a) If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling ,of the Engineer-in-charge or of this subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the

procedure or ruling and within twenty day after date, of receipt of the written instructions or decision he shall file a written protest with the Engineer incharge stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner here in specified, and with in the time limit, stated, the recorded rulings instructions of decisions of the Engineer-in-charge shall be final and conclusive. Instructions or decisions of Engineer-in-charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions or decisions subject to protest or objection as where in provided.

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

**CLAUSE 33 : stores imported Europe to be obtained from Govt.**

The contractor shall obtain form the stores of the E/I all store and all imputed material, if required there for or in connection therewith. The value of such tares and articles as may be supplied to the contractor by the Engineer in from charge will be debited to the contractor in his A/C at rates show in the schedule attached to the contract and they are met the entered in the schedule. They will be debited at cost price, which for the purposed this contract shall include the cost of carriage and all other expenses whatsoever which shall been incurred in obtaining delivery of the same at the stores aforesaid

**CLAUSE 34 : ARBITRATOR**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings. specifications, estimates instructions or order on these conditions or otherwise concerning the work or the execute or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Vice Chairman, GDA. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as GDA servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Vice Chairman, GDA shall a point another person to act as arbitrator in accirdabce with the term of contract, it is also a term of his contract and no person other then a person other then a person appointed by V.C. G.D.A. as aforesaid shall act as

arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act, 1960 or any statutory modification or re-enhancement thereafter and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

The venue of arbitrator shall be such a place or places as may be fixed by the arbitrator in his their sole discretion. Any suit or application for the enforcement of this arbitrator clause shall be filed in the competent court at Ghaziabad and no other court of any other district of the U.P. or outside shall have any jurisdiction in the matter. The award of arbitrator shall be final conclusive and binding on both the parties to the contract.

### **CLAUSE 35: ACTION WHERE NO SPECIFICATION IS GIVEN.**

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

### **CLAUSE 36 : CONTRACTOR'S PERCENTAGE**

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

### **CLAUSE 37**

1. In every case in which by virtue of the provisions of section 12 Sub-section (i) of the workmen compensation Act 1923 GDA is obliged to pay compensation to a workman employed by the contractor or by any Sub-Contractor from him in the execution of the said work, GDA will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of.
2. GDA under section 12 sub-section (2) of the said Act. GDA shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the contractor to his credit under clause (1) of these conditions or from any other sum due to GDA from the Contractor whether under this contract or otherwise.
3. GDA 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 upon his giving to GDA full security for all costs for which GDA might become liable in consequence of contesting the claim.

### **CLAUSE 38 :**

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

**CLAUSE 39 :**

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

If the contractor fails to comply with this condition, the Engineer-in-charge may cause the ground to be leveled and dressed by other workmen and deduct expense of which the certificate of the

Engineer-in-charge shall be final) from any sums which may be or may at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale there of.

**CONTRACTOR**

**EXECUTIVE ENGINEER  
G.D.A GHAZIABAD**

**VICE CHAIRMAN  
G.D.A GHAZIABAD**

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**ANNEXURE -1**

**AGREEMENT**

Tender invited by. **HORTICULTURE SECTION G.D.A.**

Vikas Pradhikaran Ghaziabad (U.P.)

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

In consideration of the G.D.A having treated tender/to be on eligible person whose may be considered the tendered hereby agrees to the proposals to the above inviting shall not be withdraw within three months from the date of opening of the tender, also to the condition that it after the tender the tender do with his proposal Within the said period. Earnest money deposited by him may forfeited to the G.D.A in the of the 4 later and 1 hereby also agree that is subsequent to the submission of may tender nit acceptable to the G.D.A. be deemed to have withdrawn any proposal.

Signed this .....day  
of .....

withness;

1..... signed by .....

2..... signed by .....

**Important Note:**  
Contractors

This agreement is to be signed by the Contractor

On stamp paper of Rs. 10/- with twenty- six  
paise revenue stamp should be affixed on it.  
This is to be submitted alongwith the tender  
Failing which the tender is liable to be  
Rejected.

# HAZIABAD DEVELOPMENT AUTHORITY

## SPECIFICATION

All the work shall be carried out according to CPWD detailed specification for road work or as directed by the Engineer incharge or as stated below.

1- EARTH WORK: The earth work shall be out to the required depth and also according to the required levels for the roads construction. The earth received from cutting shall be utilized in making road patiriesfilling the low porting of the road, paper leveling dressing and ramming shall have to the lone of the earth filled in making road partiers.

2- CCOLLECTION OF STONE GRIT: This shall be from Gurkul quality and shall be of blush texture. Swiews designation shall be follows:

| S.No | Grading No. Size | Swieve Designation | %by weight passing the swievs |
|------|------------------|--------------------|-------------------------------|
| 1.   | 12mm             | 12mm               | 100                           |
|      |                  | 10mm               | 90-100                        |
|      |                  | No. 480 ISI        | 10-30                         |
|      |                  | No. 15 ISI         | 0-8                           |
| 2.   | 10 mm            | 10mm               | 100                           |
|      |                  | No. 480            | 85-100                        |
|      |                  | No. 8 ISI          | 10-30                         |

3- collection of curse sand (Badarpur) it shall be of badarpur quires shall be according to CPWD detailed specification No. 1.9 for coarse sand. The bulking shall be deducted at 121/1/2 @ of measure quantity. Sieve designation shall be follow.

### IS SIEVE DESIGNATION

|     |        |
|-----|--------|
| 480 | 0-5    |
| 240 | 5-30   |
| 120 | 15-55  |
| 60  | 40-75  |
| 30  | 70-95  |
| 15  | 90-100 |

4- PREMIX CARPAT : It shall be 4 cm thick layer of stone grit of specified grading mixed with bitumen binder of suitable grade specified preparation. Before laying of premix carpet the water bond surface will have to be well cleaned by brushes. No earth mol rum should remain on the water bond surface. A seal cate of precar pet and rolled.

The quality binder required shall be as given in the description of the items. The quantity of stone grit and coarse sand will be required as specified. The construction procedure shall be according to CPWD specification.

5- COLLECTION OF MOORUM : It shall be of approved quality of Delhi quarries. The bulk age shall be deducted @ 12/1/2% of measured quantity.

6- CON-SOLIDATION OF STONE BALLAST: It shall be according to CPWD detailed specification. Before laying in soling base coat the sub grade shall conform the proper section and cross section. The sub grade will have to be well compacted with Road Roller and these should not remain nay soft or depressions. Numbness at every 15 m. apart will be made with the help of consolidation template. The loose coat of stone ballast shall be laid with the required thickness with prepare dressing shall be spreading of stone ballast be done to the required thickness of loose coat of stone ballast. The ballast shall be



uniformly to proper profiles by using template placed across the road about 6 m .apart and it shall be laid in proper camber as directed by the Engineer Incharge.

After properly dressing spreading of stone ballast be done to the required thickness of loss coat of stone ballast. The ballast the surface to the prescribed camber it shall be property rolled by road roller. The blinding materials shall be clay or moorum.

7- COLLECTION OF STONE BALLAST: It shall be of Tajpur quarries and shall be according to CPWD detailed specification and shall be as per gauge as specified below:

| S.No. | Grading Size | Sieve Designation | % by wt. Passing Sieve |
|-------|--------------|-------------------|------------------------|
| 1.    | 40-90        | 100mm.            | 100                    |
|       |              | 90mm.             | 90-100                 |
|       |              | 63mm.             | 25-60                  |
|       |              | 40mm.             | 0-15                   |
|       |              | 20mm.             | 0-05                   |
| 2.    | 25-50        | 63mm              | 100                    |
|       |              | 50mm.             | 95-100                 |
|       |              | 40mm.             | 35-70                  |
|       |              | 25mm.             | 0-15                   |
|       |              | 12.5mm.           | 0-5                    |

# **GHAZIABAD DEVELOPMENT AUTHORITY**

## **GHAZIABAD (U.P.) HORTICULTURE SECTION B.O.Q.**

|                                |   |   |
|--------------------------------|---|---|
| <b>Name Of Work</b>            | : | लाल बहादुर शास्त्री पार्क एवं सामुदायिक केन्द्र का 17 माह की अवधि के लिए उद्यानिक रख-रखाव का कार्य। |
| <b>Estimated cost</b>          | : | <b>374956.00</b>  |
| <b>Date of inviting tender</b> | : | <b>10-10-2019 to 17-10-2019</b>   |
| <b>Date of opening tender</b>  | : | <b>19-10-2019</b>   |
| <b>Earnest money</b>           | : | <b>8000.00</b>  |
| <b>Time of completion</b>      | : | <b>17 month</b>   |

| <b>Sl. No.</b> | <b>Item Description</b>  | <b>Qty</b>    | <b>Rate</b>                            | <b>Amount</b>    |
|----------------|--|---------------|--|------------------|
| <b>1-</b>      | Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles shall be provided by the contractor.) (A) Garden area (Rate for 17 month & 9802.78 per acre per month) 2.40.1 DSR. 2018 | 2.25<br>Acre. | 166647.26/<br>per acre per<br>17 month | 374956.33        |
|                | <b>Total =</b>   |               |  | <b>374956.33</b> |
|                | <b>Say Rs. =</b>   |               |  | <b>374956.00</b> |

**(Hort. Inspector)**

**(Hort. Ins.G.)**

**(Ass. Hort. Officer)**

**(Incharge Hort.)**

- 1- The Quantities are liable to wide variation upto 10% extent for which no claim whatsoever shall be entertained.
- 2- The extra items shall be executed on the same rates as % (percentage) tendered by the contractor section wise on the basis of schedule of rates at the time of inviting the current schedule rates which ever is lesser.
- 3- All works shall be carried out as per MoSRT&H/CPWD/UPPWD detailed specification and amendments made there in from time to time
- 4- Income Tax , Sale Tax as admissible from time to time will be recovered from the gross amount of the bills
- 5- In the event of any dispute Ghaziabad court will have exclusive jurisdiction and no suit shall be lie in any other courts outside Ghaziabad District.
- 6- ठेकेदार द्वारा निविदा के साथ रू0 100/- का स्टाम्प पेपर तथा रू0 1/- का रेवेन्यू स्टैम्प ठेकेदार मानक भाषा में हस्ताक्षर कर संलग्न किया जायेगा, जिसपर ठेकेदार द्वारा यह अन्डरटेकिंग दी जायेगी कि निविदा की दरे वैधता की अवधि 90 दिन में वापस नहीं ली जायेगी तथा यदि निर्धारित वैधता अवधि में निविदा की दरे वापिस ली जाती है। उस स्थिति में निविदा के साथ संलग्न धरोहर राशि (100 प्रतिशत) जब्त कर ली जायेगी।
- 7- I/we ..... hereby offer to execute the above work .....on .....% (in figure) (in words)..... above/ below the rates printed on the attached bill of quantity in respect of section Schedule 'c' of the works.

Contractor

Ex. Engineer  
GDA

Officer Opening  
C.E.

Officer Recommending  
Tender

Vice Chairman  
GDA

## SCHEDULE 'C'

The following materials shall be issued at the rates and places noted against each, in case of delay and non-supply of materials no claim what so ever will be entertained on this account. How ever suitable extension of time shall be granted in these ground for these items at serial No. 1,2,3, & 4.

| S.No. | Material  | Rate              | Remarks  |
|-------|---|-------------------|--|
| 1.    | Cement  | 240/- bag         |  |
| 2.    | Flush door shutters                             | -                 |  |
| 3.    | Ribbed Tor steel                                | 30,000 m.<br>tone | Ghaziabad development authority goes down at       |
| 4.    | Mapxhalt 80/100 (in drums)                      | Per m. tone       | Ghaziabad or any other lace with in 3 miles from   |
| 5.    | G.I. Pipes                                      | -                 | Ghaziabad development Authority office, Ghaziabad. |
| 6.    | RCC hume pipe/PVC pressure pipe/C.I. titan Pipe | -                 |  |
| 7.    | Water Tanks                                     | -                 |  |

1. Any other materials if available in Authority stores can be issued to the contractor for the specific use in the construction work at stock issue rate or market rate which ever is higher after due permission of the Executive Engineer.
2. The Contractor shall not have the option to refuse to take delivery of and article stated above. No claim will not be accepted in this account.
3. For non supply or non availability in market the deptt. shall not be held responsible.
4. Contractor should ensure that duly required quantities are got issued. The surplus quantity of materials if available in good condition may be taken by dept. No charged will be paid contractor for the surplus materials.
5. Calculation for materials based on U.P. PWD Yard stick shall be binding on contractor. One bag of cement will be considered equivalent to 1.18 sq.ft.
6. All receipt is given by the contractors authorised agent whose name should be intimated to the Engineer Incharge in writing shall be conclusive proof of the delivery of the materials.
7. For the issue of material more then bonafied requirement the cost will be recovered at puretive rates which shall be two times of the issue rate.
8. All incidental for cartage, storage safe custody straighting of steel bars etc. shall be born by the contractors.
9. For cement storage, work double lock system will have to followed by the contractor.
10. Not more then one monthly requirement shall be issued at a time.
11. Bonafide wastage in steel will be calculated @ 3% on measured quantity and will be permitted in working out steel consumed.
12. The contractor will have to return empty maxphalt drums to Ghaziabad Development Authority in good condition, failing which cost of the same @ Rs. 40/- per drum shall be recovered from him.
13. Bonafied variation in cement will be calculated @ 2% on consumption will be permitted in working out cement consumed.

Contractor

Officer Opening  
Tender

Officer Issuing  
Tender

Vice Chairman  
G.D.A.