

GHAZIABAD DEVELOPMENT AUTHORITY



DEVELOPMENT OF CIVIL WORK

विकास कार्यों के लिए  
निविदा-प्रपत्र

सुन्दर शहर हमारा अकल्प

# HAZIABAD DEVELOPMENT AUTHORITY

Name Of Work इन्दिरापुरम योजना स्थित ग्रीन पार्क के कॉर्नर एवं गौड ग्रीन एवेन्यू एन्ट्री कट का उद्यानिक विकास एवं एक वर्ष की अवधि के लिए उद्यानिक रख-रखाव का कार्य।

APPROX COST Rs. 990290.00

TENDER COST Rs. 1534.00

DATE OF TENDER: 27-12-2021

Earnest Money Rs. 20000.00

## INDEX

1. INDEX	PAGE NO- 02
2. MEMORANDUM	PAGE NO- 03-04
3. NOTICE INVITING TENDER	PAGE NO- 05-06
4. SPECIAL CONDITION	PAGE NO- 07-12
5. GENERAL CONDITIONS FOR THE WORK	PAGE NO- 13-14
6. GENERAL CONDITIONS FOR THE CONTRACT	PAGE NO- 15-29
7. AGREEMENT	PAGE NO- 30
8. SPECIAL CONDITION OF HORTICULTURE	PAGE NO- 31- 33
9. BILL OF QUANTITY	PAGE NO- 35-36

CERTIFIED THAT THE TENDER DOCUMENT CONTAINS 36 PAGES

**OFFICER**

HAZIABAD DEVELOPMENT AUTHORITY  
HAZIABAD

# GHAZIABAD DEVELOPMENT AUTHORITY

Issued to :- .....

G.D.A. Receipt No.....Date.....

## TENDER FOR WORK

I/We hereby tender to the Executive Engineer of the 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 specifications, designs, drawings, and instructions in writing referred to and the condition of contract and with such materials as provided for and in all other respect in accordance with such conditions as applicable:

### MEMORANDUM

- a) Name of Work: इन्दिरापुरम योजना स्थित ग्रीन पार्क के कॉर्नर एवं गौड ग्रीन एवेन्यू एन्ट्री कट का उद्यानिक विकास एवं एक वर्ष की अवधि के लिए उद्यानिक रख-रखाव का कार्य।
- b) Estimated cost: **Rs. 990290.00**
- c) Security money **Rs. 20000.00**  
(Not In Cash but in the form of interest bearing Securities as per clause 3 of tender notices enclosed herewith)
- d) Time allowed for the work from date of written order to commence : 2+12 Month

Note :- When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the rates for each item should be filled by the Ex. Engineer. In case of work when Contractors are required to quote their own rates for the different items of works the column of rates should be left blank for the tenderers to fill in.

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

OR

I/We tender at the rates enclosed. Should this tender be accepted. I hereby agree to abide this and fulfill all the terms and provisions of the conditions of contract annexed to the approved set of contract documents or in default thereof my security money shall be forfeited and I shall pay to the Vice Chairman of Development Authority or his successors in office the sums of money mentioned in said conditions.

Contractors

Assistant Horticulture Officer  
G.D.A.

The sum of Rs. ....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

ADDRESS

DATED. ....

WITNESS. ....

ADDRESS.....

OCCUPATION

DATE. ....

## गाजियाबाद विकास प्राधिकरण, गाजियाबाद।

पत्रांक : 204/उद्यान/21

दिनांक 09.02.2021

### एकल निविदा आमंत्रण सूचना

उपाध्यक्ष, गाजियाबाद विकास प्राधिकरण की ओर से सपटित उल्लेखित नियम व शर्तों के अन्तर्गत निम्न कार्यों की अति-अल्पकालीन मुहरबन्द निविदाएं कार्य के सम्मुख अंकित दिनांक को आमंत्रित की जाती हैं। निविदा प्रपत्र प्राधिकरण परिसर में स्थित विजया बैंक (बैंक आफ बड़ौदा) एवं प्राधिकरण वैबसाइट से बैंक कार्यालय अवधि में कार्य के सम्मुख अंकित अवधि में किसी भी कार्य दिवस में क्रय किये जा सकेंगे। निविदाएं प्राधिकरण कार्यालय स्थित मुख्य अभियन्ता कार्यालय कक्ष में रखे निविदा बाक्स में निम्नानुसार निविदा आमंत्रण के दिनांक को प्रातः 11:00 बजे अपरान्हः 2:00 बजे तक डाली जा सकती है। प्राप्त सभी निविदाएं सूचना पत्र में निर्धारित तिथि को अपरान्ह 04:00 बजे उपस्थित ठेकेदारों/फर्मों के समक्ष (यदि उपस्थित हों) खोली जायेंगी।

क्र० सं०	कार्य का नाम	आरक्षित राशि (रु० लाख में)	निविदा मूल्य (रु० में)	धरोहर राशि (रु० में)	कार्य की अवधि	जोन का नाम	निविदा विक्रय की अवधि	निविदा आमंत्रण/खोले जाने की तिथि
7.	इन्दिरापुरम योजना स्थित ग्रीन पार्क के कॉर्नर एवं गौड ग्रीन एवेन्यू एन्ट्री कट का उद्यानिक विकास एवं एक वर्ष की अवधि के लिए उद्यानिक रख-रखाव का कार्य।	990290.00	1534.00	20000.00	2+12 माह	उद्यान अनुभाग जोन-6	15.12.2021 से 24.12.2021 तक	27.12.2021

#### नियम व शर्त :-

- 1- निविदा प्रपत्र प्राधिकरण की वैबसाइट [www.gdaghaziabad.in](http://www.gdaghaziabad.in) पर देखा/डाउनलोड किया जा सकता है। इस प्रकार डाउनलोड किये गये निविदा प्रपत्र का उपयोग कर निविदा डालने पर निविदादाता द्वारा निविदा प्रपत्र के साथ निविदा मूल्य का बैंक ड्राफ्ट/पे आर्डर (नॉन-रिफण्डेबल) जो कि उपाध्यक्ष, गाजियाबाद विकास प्राधिकरण के पक्ष में गाजियाबाद स्थित बैंक शाखा में भुगतान योग्य हो तथा धरोहर राशि की एफ0डी0आर0 संलग्न किया जाना अनिवार्य है। निविदा मूल्य का बैंक ड्राफ्ट/पे आर्डर तथा धरोहर राशि की एफ0डी0आर0 निविदा प्रपत्र के साथ संलग्न न होने की स्थिति में निविदा अस्वीकार कर दी जायेगी।
- 2- निविदा विक्रय के अंतिम दिवस तथा निविदा आमंत्रण के दिनांक को अवकाश की दशा में निविदा अगले कार्य दिवस को विक्रय/खोली जायेगी।
- 3- डाउनलोड किये गये निविदा प्रपत्र को स्पायरल बाइण्ड/हार्ड बाइण्ड करने के पश्चात् ही निविदा हेतु प्रयोग किया जायेगा।
- 4- वैबसाइट से डाउनलोड कर प्राप्त किये गये निविदा प्रपत्र और बैंक में बिक्री के लिए उपलब्ध निविदा प्रपत्र में यदि कोई भिन्नता हो, तो बैंक में उपलब्ध निविदा प्रपत्र ही मान्य होंगे।
- 5- निविदा स्वीकृति उपरान्त अनुबंध की औपचारिकतायें दस दिन के अन्दर पूर्ण करनी होगी।

- 6- धरोहर राशि की एफ0डी0आर0 प्रस्तुत करने के उपरान्त ही बैंक से निविदा निर्गत की जायेगी। एफ0डी0आर0 उपाध्यक्ष, गाजियाबाद विकास प्राधिकरण के पक्ष में बन्धक होगी।
- 7- 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।
- 8- ठेकेदार को अनुरक्षण प्रकृति के कार्यों हेतु श्रमिक उपस्थित पंजिका का प्रतिमाह रख-रखाव करना होगा।
- 9- लेबर एक्ट का पूर्ण रूप से पालन करना ठेकेदार की जिम्मेदारी होगी।
- 10- ठेकेदार अपने श्रमिकों को पहचान पत्र देगा जो ठेकेदार द्वारा सत्यापित होगा।
- 11- निविदा की दरें जी0एस0टी0 रहित होंगी, जी0एस0टी0 का भुगतान नियमानुसार अलग से किया जायेगा।
- 12- ठेकेदार को गाजियाबाद विकास प्राधिकरण में अथवा उत्तर प्रदेश सरकार या केन्द्र सरकार के किसी सरकारी/अर्द्धसरकारी विभाग में वैध पंजीकरण की प्रति निविदा के साथ संलग्न किया जाना आवश्यक है।
- 13- किसी निविदा या सभी निविदाओं को बिना कोई कारण बताये निरस्त करने का अधिकार उपाध्यक्ष, गाजियाबाद विकास प्राधिकरण के पास सुरक्षित रहेगा।

प्रभारी उद्यान

# GHAZIABAD DEVELOPMENT AUTHORITY

## SPECIAL CONDITIONS OF THE CONTRACT

1. Each page of bill of quantity, specifications and conditions should be signed by the contractor.
2. Tenderers should give their rates after careful examination of site of work. Drawings can be seen in the office during working 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 entitle the contractor to any compensation
3. The contractor must take into consideration all fluctuations in rates of labour and materials during execution of the work. No claim whatsoever 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 unchanged and no excuse on any account will be entertained after the tender has been put in the tender box.
5. **RIGHT OF REJECTION** : The department reserves 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 or the whole to any tenderers. Should the said tenderers 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 surroundings and shall satisfy before submitting his tender as to the nature of the grounds or subsoils and specially about the strata through and on which excavation is to be made foundation to be built & other works to be executed. In his interest he should make sure of the position of quarries, topography of the site, availability of food stuffs, labour and materials and other armets before tendering No claim for additional work or 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 alignments according to the plan and shall provide all necessary assistance, instruments, pegs, 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 In charge in writing in advance.
9. **WATCH & WARD**: The contractor shall in connection with the work provide and maintain at his own cost all guard, fencing and watch & ward required for proper execution & safety of materials etc.
10. **MEASUREMENTS** : The engineer In charge shall ascertain and determine by measurement the value of the work done. He shall when he requires any part or parts of the work to be measured, give notice to the contractor who shall forth-with attend or send an authorised agent or representative with the necessary labour 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 send such Agent or representative, then the measurements made by the Engineer In charge or any official under him or approved by him, shall be taken to be the correct measurement of the work.
11. **MATERIALS AND APPLIANCE**: 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 pursuance to any permit etc. issued on behalf of the authority, shall not serve any ground for not carrying out his obligations under the contractor.

12. **TIME OF WORKING** : The contractor will be required to see that the usual working hours are adhered to. No work should be done in the night without the permission of the Engineer In charge except when it is absolutely necessary for the saving of life or for the safety of the work in which case the contractor shall immediately seek advice of the Engineer In charge. Some times, however, some work as may be directed by the Engineer In charge will 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 practicable but not later than, one month after the acceptance of his tender the contractor shall (if required to) submit the Engineer In charge for his approval a programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer In charge for his information particulars in writing of the contractors arrangement for carrying out works.
14. **DRAWING AND THEIR 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 have to return these drawings to the office.
15. **EXTRA ITEMS OF WORKS** : The cost of extra items of the works, necessitated during the execution of the work shall be determined as stated in G.D.A. condition of contract
16. **CLAIMS**: The contractor shall submit 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 during the proceeding month. No claim for payment for any such work shall be considered which has not been included in such particulars.
17. **DEFAULT OF CONTRACTOR'S IN COMPLIANCE** : Defiance of the instructions of the Executive Engineer or the Engineer In charge on the part of the contractor will make the contract liable to be terminated.
18. **WILLFUL** insubordination 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 be decided and imposed by the Executive Engineer which shall be final and binding on the contractor.
19. **CLEARANCE OF SITE ON COMPLETION** : The contractor shall at all times keep the premises 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 him. He will leave while of the site and work clean and in a workman like manner to the entire satisfaction of the Engineer In charge as provided in G.D.A. Condition of contract nothing extra shall be paid to the contractor of this clearing.
20. **FOSSILS ETC** : All fossil, coins, articles of value of antiquity and other remains or things of geological or archeological interest discovered on the site of the work shall, be given to the Authority by the contractor and shall be deemed associate property of the Authority.
21. **SUSPENSION OF WORK**: The contractor shall on the written order of the Executive Engineer, suspend the progress of the works of any part thereof for such time and in such manner as may be considered necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor if such a suspension is necessary for the proper execution of the work by reasons of the weather or by some default on the part of the contractor.



22. **SUBSTANDARD WORK** : Concrete of strength below 80% of the required strength (as determined by actual tests) 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 structure is not endangered. The acceptance, of such substandard work will be the entirely discretion of Executive Engineer, and the contractor shall not claim as a matter of right the decision of Executive Engineer shall be final regarding reduction of rates for such substandard 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 the bill of quantities are approximate and liable to variation to any extent on either side and the contractor will not be entitled extra rates or compensation due to any change in the quantity of the work to be done. Few items may be required to be omitted and contractor shall not be entitled to claim any profit on this account.
25. Joint tenders will not be considered unless the firm is registered as one. Partner signing the tender should possess the power of attorney of all the partners. All the partners shall be considered responsible jointly 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.
27. All tendered rates shall be considered to include all jobs as mentioned in the detailed, specifications attached.
28. After acceptance of the tender the G.D.A. conditions of contract 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 the 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 present.
31. The white lime required for the work shall be brought to the site in unslaked conditions as per specification.
32. All building materials arranged by the contractor shall be subject to the approval of the Engineer In charge and rejected materials if any will have to be removed by the contractor within three days from the site of the work otherwise a penalty of Rs. 500.00 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 Engineer In charge desired. The contractor should his requirement well in advance to the Engineer In charge. 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 case 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 In charge and approved by Executive Engineer.
34. Other materials not covered by the schedule 'C can also be issued to the contractor at the discretion of the Executive Engineer In charge at the current market rate or stock rates which ever is higher.
35. All materials issued to the contractor will have to be stacked and stored properly at the site of the work and a proper account will have to be maintained by the contractor, in accordance with the instructions of the Engineer In charge etc. so that checking can be done when necessary. If any surplus materials are left after the completion of the work shall not be disposed or removed by the contractor unless he receives permission in writing from the Engineer In charge.
36. An order book will be kept at the site of the work in which instructions on may be recorded by the Engineer In charge or his representative. The contractor or his

authorised Agent, will be required to sign the order book daily in acknowledgment of the instruction in case the contractor refuses to do so the instructions written there in shall be binding on the contractor.

37. VERBAL INSTRUCTION ISSUED BY THE OFFICERS : 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 do 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 by Engineer 1/C. In case the contractor executes the work of larger dimensions than shown in drawings he will only be paid for as per drawings. In case work executed is of less dimensions and not covered by the tolerances allowed, it will be at the discretion of Engineer 1/C. to accept the work or to reject. In case the work is to be accepted the payment will be made as per dimensions actually executed.
39. The contractor before commencing the work shall (a) post in a conspicuous place at the side of work Notice, giving the paper of wages which have been certified by the Engineer In charge.
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 bound to give preference to Ex-service, men where available. The nearest sub regional employment exchange may be consulted regarding availability 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 rejected materials, District Board and municipal Board Taxes, and water arrangement.
43. No. claim for extra payment on account of delay in the supply of materials or machineries to be issued by the G.D.A. will be entertained.
44. The contractor must write their correct and complete postal address in the tender and arrange to take the delivery of all letters. If any letter is received back undelivered it will be contractor's responsibility and contractor shall be bound for such action as may be written in the content of such letter. Any change of address must be intimated to this office for which he should obtain acknowledgments. The contractor or his agents will not refuse to receive letters at the site of work or in G.D.A. office.
45. Stamps duty as required in the contract deed will be borne by the contractor.
46. The G.D.A. Shall have the right to 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 Engineer In charge, and the rates of the work so accepted will be suitably reduced by the Executive Engineer to compensate the G.D.A. and such reduction will be at the entire discretion of the Executive Engineer and shall be final and binding on the contractor.
47. The work must comply with the relevant U.P. PWD/ CPWD Detailed specification and relevant latest standards of India standard codes, as specified in detailed specifications attached. Decision of the Executive Engineer regarding applicability, interpretation or any dispute about specification shall be final and binding on the contractor. The tender 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 & 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. © Making

of pillars in 1st class brick in 1:3 cement in approved coarse sand mortar for fixing water supply lines or water storage tank as desired by the Engineer Incharge.

- (d) Painting two coat of approved paint on all exposed faces on either GI or HCl pipe lines, flushing cisterns, bracket and other fittings and M.S. tank and girders etc.
- (e) Lead jointing in HCl soil or vent pipes, lead shall be filled up to 2 cm. depth (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 Engineer Incharge shall be imposed to the extent of rejection of all the joint.

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

- 48. One sample of each sanitary and water supply fittings and accessories shall have to be got approved for the Engineer Incharge before actual execution of the work.
- 49. The contractor shall be fully responsible for any loss or breakage and defects in the till the same is not finally measured and taken over from him and till such time be shall have to replace or make good such damages etc. at his own cost.
- 50. If the building work is in progress the contractor shall have to work in cooperation with other contractor it any so that the entire work may proceed smoothly. In the event of any dispute the decision of the Executive Engineer shall be final. The progress, will to be given in such a way so that the work of building contractor may not suffer.
- 51. 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 Engineer Incharge, at the time of the completion of the work.
- 52. All the concealed pipe lines, shall be tested as per direction of Engineer In charge 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 security is released.
- 53. The tendered rate shall include all the local and other taxes water charge carriage etc. excluding G.S.T. No claim shall be entertained on such account that the quantities are liable to vary on either side to any extent for which no claim shall be entertained.
- 54. After laying and jointing, the S.W. & M.C.I, 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.
- 55. 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.
- 56. The floor and walls etc. cut for proper completion of the work shall be repaired and finished to its original specification.
- 57. The G.I. pipe work including fitting shall be tested to a pressure as specified in relevant IS code to ensure that pipes have proper threads and proper materials. All leaky joints shall be made leak proof. Smoke test, shall be carried out for HCl pipe line work as provided in the specification. The S.W. pipe line shall be tested for 5 meters head of water. Nothing extra shall be paid for all these testing.

58. For the materials supplied by the department, proper account will have to be maintained. For cement double lock system will have to be followed.
59. Floor trap. Nahani Trap if any and W.C. shall be paid at the reduced rates i.e. 90% of the rate till got tested against leakage to the satisfaction of the Engineer In charge
60. The contractor has to carry out the work of testing twice once before taking the final measurement and secondly any time during period of 12 months from the date of completion of the work i.e. maintenance period at no extra payment for this. Security shall be refunded only after the satisfactory completion of maintenance period.
61. 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 situ RCC shelves and no claim on this account shall, be entertained.
62. The jambs of the doors windows shall be finished with cement motar 1:2:2: (1 cement, 2 coarse sand, 2 jamuna sand) against the 12 mm & 15mm, thick plastering items of bill of quantities but nothing extra will be paid on this account.
63. No claim will be made to contractor for damage to building work or materials caused by 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.

# **GHAZIABAD DEVELOPMENT AUTHORITY**

## **GENERAL CONDITIONS FOR THE WORK**

1. Tenders are advised to see the site of the work and be acquainted with the position of material conditions of contract drawing, modifications etc. it any before tendering.
2. The work shall be carried out as per U.P.P.W.D./ C.P.W.D. (as applicable) detailed specifications amended up to date. The contractor should be through these specification and U.P.P.W.D./C.P.W.D. Schedule of rates revised and amended upto before tendering.
3. In giving rates tenderers are advised to take into account fluctuation in market rates, no claim will be entertained on this account after 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 without 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 or by one firm.
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, tenderer of such tender liable to rejection and forfeiture to their earnest money or permanent security.
10. In case of firm, tender must be signed by each partners or partner holding the power of attorney on behalf of all other partners 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 90 days 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 consultation with the District Magistrate.
14. Contractor shall be bound to give preference to ex-serviceman wherever available. The nearest sub regional Employment Ex-change may be consulted regarding availability, of such person.
15. The tendered rates shall include all quarrying charges, royalty screens tools and plants, carriage of materials to site, stacking and removal charges of any rejected materials. and other local Taxes payable to District Board or Municipal Board and water arrangement etc.
16. An order book will kept at the site of the work in which instructions and order shall be recorded by the Engineer In charge or his representative. The contractor, his authorised agent will be required to sign the order book daily in acknowledgment of the instructions and shall comply with the order and instructions given in that book.
17. All receipts signed and issued by the contractor, their authorised agents whose names and specimen signature should be furnished in writing of the Engineer incharge shall be conclusive proof of the delivery of materials.

18. No claim for extra payment shall be entertained on account of delay in supply of materials or machineries by the Authority.
19. 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 latter.
20. The contractor should attach with the tender list showing their qualifications, experience of work and financial status of firm.
21. Stamps duty as required for the contract deed will be borne by the contractor.
22. 75% secured advance can be allowed as per rules in financial Hand Book.
23. All measurements shall be done as per ISI rules and corrected up to date.

Assistant Horticulture Officer 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 FOR THE CONTRACT

- (1) The Contract means the documents forming the tender and acceptance there of and the formal agreement executed between the Vice Chairman Development Authority, Ghaziabad and the Contractor. Together with the documents referred to therein, including these conditions, the specification, designs , drawing and instructions issued from time to time by the Engineer-incharge and ail these documents taken to together shall be deemed to from one contract and shall be complementary to another.
- (2) In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.
  - (a) The 'Work' or Work' 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 contracted to be executed. Whether temporary of permanent and whether original, altered substituted or additional.
  - (b) The site shall mean the land and or other places, on into or through which work is to be executed under the contract or any adjacent land path or steel through which work so to be executed under the contract, or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
  - (c) The 'Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall included the legal personal representatives of such individuals or the personal composting 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 vice Chairman shall mean the Vice Chairman Ghaziabad Development Authority Ghaziabad his successors or assignees.
  - (e) The 'Engineer-incharge' shall mean the Executive Engineer or the Assistant Engineer who shall supervise and be in charge of the work.
  - (f) The Executive Engineer shall mean the Executive Engineer, Ghaziabad Development Authority, Ghaziabad & incharge of the work.
  - (g) The Assistant Engineer shall mean the Executive Engineer, Ghaziabad Development Authority Ghaziabad & incharge of the work.
  - (h) The Estimated Cost shall mean the cost of the work or works as estimated on the basis of the tendered rate or rates agreed to between the parties to contract. The Development's shall mean the Ghaziabad Development Authority, Ghaziabad Words importing the singular number include the plural number the Vice versa.

## SECURITY DEPOSIT

Clause-1: The contractor shall permit G.D.A. at the time of making any payment to him for work done under the contract to deduct 10 percent of all money as payable on account of security deposit along with the sum already deposited as earnest money. If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew to furnish fresh guarantee to cover the period of time extensions, if any. Failure on his part to do so shall be construed as a breach of this contract and, without prejudice to any other remedy provided in these conditions the Engineer-incharge shall have the right to withhold payment and deduct the entire Security amount from any moneys becoming payable to the contractor.

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

Provided that in case the payment of the 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 Vice Chairman.

All compensation or other sums of money payable by the contractor to authority under the terms of his contract be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by Authority or any amount whatsoever and the event his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make goods in cash or Government Securities, endorsed as aforesaid any sum or sums which may have been deducted from or raised be sale of his security deposit or any part thereof.

**COMPENSATION FOR DELAY-**

Clause -2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. It shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the Contractor shall pay as compensation an amount equal to one percent or such Smaller amount as the Executive Engineer on behalf of the Authority (Whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceed one month to complete one fourth the value of the whole of the work within .....months from the date of written order to commerce the work, one-half the value of the work within ..... month from such date and three-fourths the value of the work the value of the work within.....month from such date. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the executive Engineer on behalf of the authority (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work, remains incomplete Provided that before taking action under this clause the Executive Engineer on behalf of the authority shall have a notice of 15 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed the maximum amount of security as specified in clause-1.

Action when whole security Deposit is for forfeited	Clause-3 (1) The Engineer-Incharge on behalf of the Authority shall have the power, with out prejudice to have right against the contractor in any respect of any delay or inferior workmanship or to any claims for damage in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of his contract or otherwise and whether the date completion has or has not elapsed by notice in writing, to determine the in any of the following cases.
---	---

If the contractor having been given by the Engineer incharge a notice in writing to certify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work being performed in any inefficient of otherwise improper or unwork man - like manner shall omit to comply with by the requirements or such notice or if the Contractor shall delay or. Suspend the executive 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 work by the date of completion or he has already failed to complete the work by that date.



- (a) If the contractor being a Company shall pass a resolution or the Court shall make an order that the company shall be bound up or if circumstances shall rise which entitle the court to make a winding order.  
creditor to appoint a receiver of manager or which entitle the court to make a winding order.
  - (b) If the contractor commits breach of any of the terms and conditions of his contract order than those mentioned in Sub-Clause (a) above, (b) If the contractor commits any acts mentioned in Clause-21 her or.
- (2) When the contractor has made himself liable for action under any of the cases aforesaid, the Executive Engineer on behalf of the Authority shall have powers to adopt anyone or more of following courses as he may deem best suited of the interest of Authority.
- (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 the Assistant Engineer, shall be conclusive evidence). Upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the authority.
  - (ii) To employ labour paid by the Authority and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor, under the terms of his contract. The certificate of the Engineer-incharge or to the value of the work done shall be final and certificate against the contractor provided always that action under this subdivided also that it the expenses incurred by the Authority are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
  - (iii) After given notice to the contractor to measure up the work of the Contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contract or to complete in which case any expenses which may be incurred in excess of the sum, which would have been paid to the original contractor if the whole work paid been executed by him (of the amount of which excess the certificate in writing of the Engineer in charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Authority under this contract or on any other account what so ever or from his security deposit or the proceeds of sales there of or a sufficient part there of as to case may be.
- (3) In the event of any one or more of the course mentioned in Sub-Clause (2) above being adopted by the Engineer incharge the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased for procure any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or performance of contract And in case action is taken under any of the provision after the said, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Engineer-incharge 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.

Certificate remains liable to pay compensation not taken under clause-3

**Clause-4** : in a case in which any of the power conferred upon the Engineer incharge by Clause-3 here of shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of these conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any clauses of clause hereof he is declared liable to pay compensation & liability of the contractor for past & 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-incharge may if he so desires, take possession of all or any tools, plant, materials or land stores. In or upon the works or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same on account at the contract rates or in the case of these not being applicable, at current market rates, to be certified by the Engineer-incharge whose certificate thereof shall be final, otherwise the Engineer in charge may by notice in writing to the contractor or his clerk of the Works, foreman or other authorised agent require him to remove of such tools, plant materials or stores from the premises (within a time require specified in such notice) and in the event of the Contractor failing to comply with any removal such requisition, the Engineer-in charge may remove at the Contractor's expense or sell contractor or sell them by auction or private sale on the account of the contractor and at his risk plant. in all respects and the certificate to the engineer-in-charge as the expense of any such and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

Power to take possession pay compensation of require removal or sell contractor plant.

Extension of time

**Clause-5** If the Contractor shall desire an extension of the time for completion of the work on the grounds of this having been unavoidably hindered in its execution, or any other ground, he shall apply in writing to the Assistant Engineer and a copy thereof is sent to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such as aforesaid, and Assistant Engineer shall if in his opinion reasonable grounds be shown therefor recommend such extension of time if any as may, in his opinion is necessary or

proper to Executive Engineer who will authorise such extension of time, if any as may in his opinion be necessary or proper and his decision shall be final provided always that if the contractor continues to perform the work beyond the date completion or the extended date as the case may be without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under Clause-3 shall not be deemed to have been waived.

Final Certificate

**Clause-6:** On completion of the work the contractor shall send a registered notice to the Engineer-in-charge given the date of completion and sending a copy of it to the Executive Engineer and shall request the Assistant Engineer to give him a certificate of completion but on such Certificate shall be given shall the work be considered to Final be complete until the contractor have removed from the site on which the work shall Certificate be "erected all scaffolding" surplus Materials and rubbish, and cleared off the dirt from all wood work, door windows walls floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and he has filled up to pits, If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor removal such scaffolding, or surplus materials and the rubbish and dispose of 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 realized by the sale thereof, On completion the work shall be measured by On complete Assistant Engineer him self or through his subordinates, whose measurement shall be binding and conclusive against the contractor, Provided that if subsequent to the taking of re measurements by the subordinated as aforesaid the Assistant engineer has reason to believe that the measurements taken by his subordinates are not correct, the Assistant Engineer shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor to take measurements again after giving reasonable notice to the contractor and such re-measurements shall be binding on the contractor. within ten/thirty days of the receipt of the notice the engineer-in-charge shall inspect the work and, if there is visible no defect on the face of the work, shall give the contractor a certificate of completion if the Assistant Engineer finds that the work has been fully complete. It shall be mentioned in the certificate so granted. If on the other hand it is found that there are certain visible defect to removed, the certify to be granted by Assistant engineer shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

Payments  
on inter  
mediate  
Certificate  
to be  
as  
advance

**Clause-7:** No Payments shall be made for works estimated to cost less than rupees one thousand 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 one thousand the contractor shall submit the bill (intermediate Certificate) to receive monthly payment proportionate to the part of the work done after approval and passing of by the engineer-in-charge, whose certificate of such approval and passing of as the sum so payable be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only not as payments for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed. It shall not be considered, as an admission of the due performance of the contractor part thereof in any respect, nor shall conclude, determine or affect in any way powers of the engineer-in-charge under these conditions or any of them as to the final settlements and adjustments of the accounts other wise or in other way affect the contract

Bills to  
be  
submitted  
monthly

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the assistant engineer and payment shall be made within three, months of the submission of the such bills, if the amount of the contract plus that of the additional items is upto Rs. 2 lacs and in six months if the same exceeds Rs. 2 lacs. If there shall be any dispute about any items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, this claim shall be deemed to have been fully waived and absolutely extinguished.

**Clause-8:** A bill shall be submitted by the contractor each month on before the date fixed by the Engineer-in-charge for all work executed in the previous month and the engineer incharge shall take or cause to be taken the request measurement, for the purposes of having the same verified and as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor dose not submit the bill within the time

fixed as aforesaid, the engineer-in-charge may get the said work measured up in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and engineer-in-charge may prepare a bill from such list which shall be binding on the contractor whose in all respects.

Contractor  
to be given  
a week to file  
objection to  
the  
measurements  
recorded by  
the authority

**Clause-9 :** Before taking any measurement of any work as has been referred to in clause 6,7 & 8 hereof the engineer-in-charge or a subordinate deputed by him shall give reason able notice to the contractor. If the contractor fails to attend at the time of the measurements after such notice or fails to Countersign or to record the difference with in a week from the date of measurement in the manner required by the Engineer-in-charge then any such measurement taken by the engineer in charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in clause be final and binding on the contractor and the contractors shall have no right to dispute the same.

Bill to be on  
printed forms

**Clause-10 :** The contractor shall submit all bills on the printed forms to be had on Bill to application at the offices of the engineer-in-charge and the charges in the bill be on shall always be entered at the rate specified in the tender or in the case of any extra printed work ordered in pursuance of these condition and not mentioned or Provided forms for in the tender, at the rates hereinafter provided for such work.

Stores  
supplied by  
Authority

**Clause-11:** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the engineer-in-charge store, or if it is required Authority that the contractor shall use certain stores to be provided by the engineer in charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the Schedule or memorandum here to annexed) the of the contract specified in the Schedule of memorandum hereto annexed) the contractor shall be supplied with Stores supplied such materials and stores as are required from time to time be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores Authority so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to became due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in government securities, the same or of sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time the engineer-in-charge about the position of availability of the materials as aforementioned and any delay on the part of the engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of 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-in-charge or under his orders and shall at all times be open to inspection by the engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or 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:** The contractor shall execute the whole and every part of the work in the be executed in most substantial and work-man like manner and both as regards materials and accordance with specification otherwise in every respect instrict accordance with the specifications. The contractor drawings

shall also confirm exactly fully and faithfully to the designs drawings and instruction in orders etc. 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 & instructions as are not included in the detailed P.W.D. specification for buildings and roads enforced from time to time or any other printed publications or general specifications referred to elsewhere in the contract.

**Clause-13 :** The engineer - incharge shall have power to make any alteration in, Alterations commission from, additions to as substitutions for the original specifications, drawing, specification designs and instructions that appear to him to be necessary during the progress of the and work and the contractor shall carry out the work in accordance with and instructions designs which may be given to him in writing signed by the engineer incharge and such alterations, commission, additions or substitutions shall not invalidate the contract any altered, additional or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above. Do not specified as part of the work shall be carried out by the contractor on the same invalidate conditions in all respects on which he agreed to do the main work. The time for the contract completion of the work shall be extended in the proportion, that the alter additional or substituted work bears to the original contract work, and the certificate of the engineer -incharge shall be conclusive as to such proportion, the rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or

substituted work at the same rates as are specified in the contract for the work.

(ii) If the altered, additional or substitute work includes any work for which no rates are specified in the contract for the work or can not be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the schedule of rates for Ghaziabad District minus plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iii) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of the work as are specified in the contract for the work.

(iv) If the rates for the altered additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the rates for such work shall be worked out on the basis of the schedule of rates of District specified above minus plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rates for a particular part or parts of the item is not in the schedule of rates, the rate for such part or parts will be determined by the executive engineer on behalf of the authority on the basis of the prevailing market rates when the work was done. (v) If the rates for the altered, additional or substituted work can not be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the executive engineer of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the executive engineer shall

determine the rate or rates, on the basis of the prevailing market rates and pay the contractor accordingly.

**Clause-14:** If at any time after the commencement of the work the administrator shall for reason whatsoever not require the whole or part thereof as specified in the tender to be carried out the engineer-in charge shall give notice in writing of the fact to the contractor who shall have no claim on any payment or compensation what ever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not be carried having been carried out, neither shall he have any claim for compensation by reason out of any alteration having been made in the original specification drawings, designed and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract. But the engineer-in charge shall have the option either to take over the materials at the site, if of approved quality and not in excess of the requirements of the work to pay to the contractor the actual cost thereof (of the amount of which cost a certificate by the engineer incharge shall be binding to the contractor). In the event of this option not being exercised, the contractor may submit to the engineer incharge within one month of the date of the order closing down the work a detailed statement of the loss that he estimate he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the administrator who will decide what sum, if any should as matter of grace be paid to the contractor to compensate him for the loss suffered by him, and the decision of the administrator shall be final and binding on the contractor.

**Clause-15:** If it shall appear to this engineer incharge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or Action articles provide by him for the execution of the work are unsound or of a quality inferior and to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the engineer incharge specifying the work, materials payable in case or articles complained of not with standing that the same may have been in advertantly standing passed, certified and paid for forth with 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:** Authority shall have the right to accept at reduced rate, sub-standard or defective work, and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers, abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of sub-standard or defective work, audit and technical examination, any sum if found and to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found life not have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the authority to recover the same from him in the manner prescribed in Clause 1 above or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by the authority to the contractor. Provided that the sub-standard or defective work accepted is not considered to be seriously defective by the engineer incharge and the rate of the work so accepted is suitably reduced by

him to compensate the authority and such reduction binding on the contractor.

**Clause-17:** All work under or in the course of execution executed in pursuance of the Works contract shall at all times be open to the inspection and supervision of the engineer incharge and his subordinates, and the contractor shall at all times during the usual open working hours, and at all other time, at which reasonable notice of intention of the inspection engineer in charge or his subordinate to visit the works at all have been given to the contractor, either himself be present to received orders and instructions, have Contractor or responsible representative agent duly accredited in writing present for that purpose. Orders given agent to be to the contractor agent shall be considered to have the force as if they had been given presents to the contractor himself.

**Clause 18 :** 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 Notice otherwise placing given Notice beyond the reach of measurement any work in order to be that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach

of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of te engineer in charge or his subordinate in reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clauel 19:** If the contractor or his work people or servants shall break deface, injure or destroy any part of a building on or in which they may be working, or any building, road fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatsoever, or any defect shrinkage or other faults appear in it within twelve months after a certificate final or otherwise, of its completion shall have been given by the, engineer-in-charge as aforesaid, the contractor shall make same good at its own expense or in default engineer in charge may cause the same to be made good by other workman and deduct the expense (of which the certificate of the engineer in charge shall be final) from any sums that may then or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof or a sufficient portion thereof or in any other manner legally permissible.

**Clause 20 :** The contractor shall supply at his own cost all materials (except such special- materials if any, as may in accordance, if any, as may in accordance will the contract be supplied from the engineer in charge stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of contractor referred to in these conditions or other, documents forming part of contractor retried to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the engineer-in-charge as to require together with carriage therefore to and from the work. The contractor shall also supply with out charge the requisite number of persons with the means and materials necessary for the purpose of setting out the works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or materials, failing his so doing the same may be provided by the engineer-in charge at the expense of the

Contractor liable for damage done & for imperfection for twelve months after certificate cates.

Contractor to supply plant ladders scaffolding etc.

Damages arising from provisions of lights fencing etc

contractor and the expense may be deducted from any due to the contractor under the contract on or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expense of the fence of every suit action or other proceedings at law that, may be brought by any person for injury sustained owing to neglect of the above precautions, to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person, if any equipment is issued by the authority store, rent will be recovered from the contractor's bills at rates fixed by the executive engineer the terms of such issue to be ascertained by the contractor from the engineer in charge in writing in advance.

Work not to be sublet

**Clause 21:** The contract shall not assigned or sublet without the written approval of the executive engineer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors, or attempts so to do or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promise or offered by the contractor, or any of his servants or agents, to any authority officer or person in the employ of authority in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the executive engineer may thereupon by notice in writing rescind the contractor and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the authority and the same consequence shall ensure as if the contract had been. rescind under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work there to or for actually performed under the contract.

Contract may be rescind and security deposit forfeited due to subletting bribing or if contractor becomes

Insolvent

**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 covenant the contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the engineer in charge may fix and the engineer in charge may recover such sum by deduction from any sums which may be due, or may at any time thereafter be come due to the contractor. Clause 23 (a): The contractor shall pay to his labourers a fair wage and shall supply every labourer employed by him with a wage card on which the rate of wages, the attendance and payment shall be entered.

**Clause 23 (b):** The contractor before his 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 any where no minimum wages are applicable the wages will be such as may be certified as fair wages by the engineer-in-charge and shall send a copy of the notice to the engineer in charge.

**Clause 24:** The contractor shall be bound by all statutory provision with regard to the period for which wages shall be paid and deduction from wages.

**Clause 25:** The contractor shall comply with all labour laws as applicable at the site of the work.

**Clause 26:** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the directives issued by Government of UP from time to time for the protection of health and sanitary arrangements for workers employed by authority and its contractors.



Maternity  
benefit rules  
for workers  
employed by  
contractor

**Clause 27** : Leave and pay during leave of all labour employed by the contractor shall be regulated as follows:

(1) LEAVE:

(I) In the case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto including the day of delivery and 4 week following that day.

(II) In the case of miscarriage upto 3 weeks from the date of miscarriage.

(2) PAY

(I) in case of delivery leave pay during maternity leave will be at the rate of the womans average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she give notice that she expects to be confined or at the rate of seventy five paise a day which ever is greater.

(II) In case of miscarriage leave pay at the rates of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3) Conditions for the grant of maternity leave:

No maternity leave benefits shall be admissible to a woman unless she has been employed for total period not less than 6 months immediately preceding the date on which she precedes on leave. In the event of the contractor committing a default or breach of any of the provisions of the authority's direction to the contractors for the protection of health and sanitary arrangements for the workers of furnishing any information or submitting or filling and any statement under the provisions of the above directions which is materially incorrect, the contractor shall without prejudice to any other liability pay to the authority a sum not exceeding Rs. 1001/- for every default or breach and in the event of the contractor defaulting continuously in this respect the penalty may be enhanced to Rs. 100/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decisions of the engineer in charge shall be final and binding on the parties.

Should it appear to the engineer that the contractor in 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 engineer in charge shall have power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and observe the engineer in charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor. The contractor shall erect, make and maintain at his expense, and approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed according to the approved standards, the engineer-in-charge shall have the power to give notice in writing to the contractor requiring that the said huts and sanitary arrangements be remodeled and reconstructed according to approved standards and if the contractor shall fail to remodel or reconstruct such huts and sanitary arrangement according to the approved standards within the period specified in the notice, the engineer-in-charge shall have the power to remodel and reconstruct such huts and sanitary arrangements according to the approved standards at the cost of the contractor.

**Clause 28 :** The contractor shall at his own cost provide his labour with a sufficient number of huts (thereinafter referred as the camp) of the following specifications on a suitable plot of land to be approved by the engineer-in-charge.

- 1a) The minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at rate of 30 sq. ft. for each member of the workers family staying with the labourer.
- b) The contractor shall construct additional suitable cooking place having a minimum area of 6"x5" adjacent to the hut for each family.
- c) The contractor shall construct sufficient number of bathing and washing place one unit for every 25 persons residing the camps, these bathing and washing places shall be suitably screened.
- 2 a) All the huts shall have walls of sun dried or bunt bricks, laid in mud mortar other suitable local materials as may be approved by the engineer-in-charge. In case of sun dried bricks, the walls should be plastered with mud gobri and shall be at least 6" above the surrounding ground the roofs shall be laid with the attached to any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure throughout the period of their occupation the roofs remain watertight
  - (b) The contractor shall provide each hut with proper ventilation.
  - (c) All doors windows and ventilation shall be provided with suitable leaves for security purposes.
  - (d) There shall be kept an open space of at least 8 yards between the rows of hut which may be reduced to 20ft. according to the availability of site with the approval of the engineer in charge. Back to back construction will be allowed.
- 3- Water supply: The contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provide. 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 ever available and shall pay all fees and charges therefore.
- (4) The site selected for the camp shall be high ground, removed from jungle.
- (5) Disposal of Excreta : The contractor shall make necessary arrangements for the disposal excreat 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 contractors shall make arrangements for the removal of excreta through the municipal board and in from, it about the number of labourers employed so that arrangements, may be made by such Board for the excreta. All charges on this account shall be born by the contractor and paid direct by him to the municipality. 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 maker necessary arrangements for keeping the camp area sufficiently lighted to avoid any accidents to the workers.

Sum payable  
by way of

(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** : 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 authority without reference to the actual loss or damages sustained and whether or not damage considered as shall have been sustained

**Clause 30** : In the case of a tender by partners any change in the constitution shall be forthwith notified by the contractor to the engineer in charge.

**Clause 31**: All works to be executed under the contractor shall be executed under the direction and subject to the approval in all respects of the Engineer in charge.

**Clause 32** : (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 if his subordinates to be unfair, he shall immediately upon such work being demanded such record or ruling being made, ask in writing for written instructions or decisions. Where upon he shall proceed Without delay to perform to the record or ruling and within twenty days after date of receipt of the written instructions or decisions he shall file a written protest with the engineer in charge stating clearly and in detail the basis of his objections, Except for such protest or objections as are made on record. In the manner herein specified and within the time limit stated the records, rulings instructions or decisions of the Engineer in charge shall be final and conclusive, instructions and or decisions of the engineer in charge contained in letters transmitting drawings to the contractor shall be considered as written instructions or decisions subject to protests or objections as herein provided.

(b) If the contractor is dissatisfied with the final decisions of the engineer in charge pursuance of clause-32 (a), the contractor may within twenty days receiving notice of such decisions, 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 issue. If the contractor fails to give such notice with in the period of twenty days as stipulated above, the decisions of the engineer-in-charge shall be conclusive and binding on the contractor.

(c) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein mentioned and as to the quality of workmanship or materials used on the works 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, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimated, instructions, orders on these conditions or otherwise correlating the work or the execution of failure to execute the same, whether arising during the progress of the works after the completion or abandonments thereof shall be referred to the sole arbitration of the person or persons appointed by the Vice Chairman It will be on objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which the all or any of the matters in dispute or difference. The arbitrator to whom the matters is originally or subsequently referred being incapacitated to act the Vice Chairman shall appoint another person top act as arbitrator in accordance with the terms of contract. It is also a term of this contract that on person other than a person appointed by the administrator as aforesaid shall act as arbitrator and, if for any reason that not possible, the matter is not be referred to arbitration at all.

Compensation considered as reasonable compensation without reference to actual loss.

Change in constitution to the firm

Protest

The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid to the provisions of the arbitration act. 1960. Or any statutory modification or reenactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

Arbitrator

All disputes between the parties to the contract arising out of and relating to the contract shall after written notice by party to the contract, to the other party, be referred to arbitration as above. Unless the parties otherwise agree such reference shall not take place until after the completion, alleged completion or abandonment of the work the determination of the contract. 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 Pardesh or outside Uttar Pradesh shall have any jurisdiction in the matter. The award of arbitrator shall be final, conclusive and binding on both the parties to the contract.

**Clause33** : The contractor shall obtain from the Stores of the engineer incharge all stores and all imported materials, if required, to any considerable or extent for the work or any part thereof or in making up articles required there for or in connation therewith. The value of such stores and articles as may be supplied to the contractor by the engineer in charge will be debited to the contractor in his account at rates shown 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 purposes 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.

**Clause34:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs, drawings and instruction here in before mentioned and quality of workmanship or material of the work or to any other question, claim right, matter or thing what soever, in any way arising out if or relating to the contract. Designs drawings specification, estimates, instruction orders or these conditions or otherwise concerning the works, ore the execution of failure to execute the same whether arising during the progress of the work of after the completion or abandonment thereof shall be referred to the sole arbitrator of the administrator of the authority or if he so pleases any person appointed by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which the contract relates and that in the course of his duties as Government servant or Administrator he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matters to which the contracts relates and that in the course of is duties as Government servant or administrator he had expressed views on all or any the matter is originally referred being transferred or vacating his office or being unable to act for any such reasons, the administrator at the time of such

transfer, vacation of office or inability at act shall appoint another person to act as arbitrator in accordance with the terms of the contract Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also a term of this contract from the stage at which it was left by his predecessor. It is also a term of his contract that no person other than a person appointed by the administrator or the administrator himself should act as arbitrator and if for any reason that not possible, the matter is not be referred to arbitration at all. The arbitrator may from time to

time with the consent of the parties enlarge the time for making and publishing the award.

Action where no specification is given

**Clause 35 :** 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 P.W.D. /C.P.W.D specification and in the event of there being no detailed specification for the same work shall be carried out in all respect in accordance with the instruction and requirement of the engineer in charge.

Contractor's percentage

**Clause 36 :** The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross, and net amount of the bills for the work done.

Net or gross amount of bills (strike out this clause in the item rate contract)

**Clause37:** (1): In every case in which by virtue to the provisions of section 12, subSection (1) the Workmen's Compensation Act 1923 Government is obliged to pay compensation to a workmen employed by the contractor or by any sub-contractor from him in the execution of the said work Government, will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of government under Section 12 sub-Section (2) of the said Act Government shall be at liberty to recover such amount or any part there of by deducting it either from security deposited by the contractor to his credit under clause 1 of these conditions or any other sum due to government from the contractor whether under this contract of otherwise.

(2) Government shall not be bound to contest any claim against it under section 112, sub-section (1) if the said a Act except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.

**Clause38 :** No bricks for use on the work shall be manufactured within the limits of a Municipality Cantonment or Notified area or within half a mile of the site of work. Any bricks so manufactured may be rejected by the Engineer-in-charge.

**Clause 39 :** No earth for filling or any other purpose, shall be excavated within five miles of the site of the work except with the written permission of the Engineer-in charge and then only on conditions 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 instruction of the Engineer-in-charge and in such a manner as to prevent the formation of pools 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 (of which the certificate at the charge shall be final) from any sums which may be due, or at anytime there after become due to the contractor from his security deposit, or from the proceeds of sale there of.

Contractor

Horticulture-in charge  
Ghaziabad Development Authority  
Ghaziabad

Vice Chairman  
Ghaziabad Development Authority  
Ghaziabad

**ANNEXURE-1**

**AGREEMENT**

Tender invited by. executive engineer G.D.A.  
(Vikas Pradhikaran Ghaziabad (U.P.)

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

In consideration of the GDA having treated tenderer to be an eligible person the tenderer hereby agrees to the condition that the proposals to the above inviting shall not be withdrawn within 90 days from the date of opening of the tender also to the condition that if the tenderer withdraws his proposal within the said period, earnest money deposited by him may be forfeited by the GDA.

Signed this..... day  
Of.....

Witness;

1.....Signed by.....

2.....Signed by.....

Important Note: This agreement is to be signed by the contractor on stamp paper of Rs. 100/- with One rupee revenue stamp should be affixed on it. This is to be submitted along with the tender failing which the tender is liable to be rejected.

## GHAZIABAD DEVELOPMENT AUTHORITY

### निविदा द्वारा संचालित उद्यान कार्य की अतिरिक्त विशेष नियम एवं 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, नियमानुसार 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 में 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. जमानत धनराशि नियमानुसार काटी जायेगी।
12. ठेकेदार द्वारा की गयी आपूर्ति का भुगतान सामग्री की समुचित जाँच पड़ताल के बाद ही किया जायेगा। विभाग द्वारा जाँच पड़ताल किये जाने एवं संतोषजनक पाये जाने के बाद ही आपूर्ति की गयी वस्तुओं को ठेकेदार द्वारा उपयोग में लिया जायेगा। आपूर्ति की गयी सामग्री 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। ठेकेदार को ट्री गार्ड्स अपने चार्ज में लेने होंगे तथा रख-रखाव की अवधि पूर्ण होने के बाद विभाग को 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 किया जाता 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 द्वारा आर्बीट्रेटर की नियुक्ति की जायेगी। 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 घटाने का पूर्ण अधिकार होगा।
17. कार्य असन्तोषजनक पाये जाने की दशा में विभाग द्वारा दिये गये नोटिस के 15 दिन अन्दर ठीक कराना होगा, अन्यथा कार्य को डेबिटेबिल एजेन्सी से बाजार दर पर ठीक करा लिया जायेगा, जिसकी कटौती ठेकेदार के बिल से कर ली जायेगी।
18. अनुबन्ध के दौरान ठेकेदार के किसी श्रमिक के साथ यदि 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 श्रमिकों की 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 पौधें उपलब्ध कराये जायेंगे, उनके रख-रखाव की जिम्मेदारी निविदादाता की होगी, इसके लिए प्राधिकरण द्वारा कोई अतिरिक्त भुगतान नहीं किया जायेगा।

23. सम्बन्धित क्षेत्रों में रख-रखाव आदि कार्यों का भुगतान सम्बन्धित स्थल प्रभारी द्वारा सत्यापन किये जाने के पश्चात किया जायेगा। 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 की दर से कटौती की जायेगी।
25. निविदादाता/अनुबन्धित एजेन्सी को जो रोपित पौधे रख-रखाव हेतु चार्ज में दिये जायेंगे अनुबन्ध समाप्ति पर प्राधिकरण द्वारा हस्तगत किये गये रोपित पौधों की संख्या के अतिरिक्त 10.00 प्रतिशत अधिक पौधे रोपित/विकसित करके हैण्डओवर करने होंगे। इसके लिए प्राधिकरण द्वारा कोई प्रतिपूर्ति नहीं की जायेगी।
26. 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।
27. रख-रखाव कार्य में पौधों की सिंचाई, निराई, गुड़ाई, खरपतवार निकालना व कटाई एवं छटाई, पौधे सुखने की दशा में उसी प्रजाति के पौधे मानक के अनुसार बदलने होंगे। इसके अतिरिक्त कीटनाशक दवा, रासायनिक खाद का छिड़काव आदि का दायित्व ठेकेदार का होगा। इसके लिए प्राधिकरण द्वारा किसी प्रकार की प्रतिपूर्ति नहीं की जायेगी।
28. ठेकेदार द्वारा रोड वर्म तथा ग्रीन बैल्ट के आस-पास उगे खरपतवार एवं अनावश्यक घास पर भी नियन्त्रण रखना होगा।
29. 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।
30. 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।
31. 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।
32. पार्क में रख-रखाव कार्य के अन्तर्गत लॉन तथा पेड़-पौधों की सिंचाई निराई-गुड़ाई घास काटना आदि का कार्य करना होगा।
33. लॉन में सूखी घास होने पर उसमें नई घास लगाने का कार्य ठेकेदार को ही करना होगा।
34. पार्क/लॉन में गोबर की खाद तथा मिट्टी को मिक्स करके टॉप ड्रेसिंग का कार्य ठेकेदार द्वारा किया जायेगा। आवश्यक सामग्री विभाग द्वारा निःशुल्क उपलब्ध करायी जाएगी।
35. लॉन में रासायनिक खाद का छिड़काव भी ठेकेदार को समय-समय पर आवश्यकतानुसार करना होगा।
36. वृक्षारोपण के लिए गड्ढों का आकार, खाद मिट्टी का मिश्रण मानक के अनुसार होगा, तथा मानक के अनुसार पौधा लगाना होगा।
37. पार्क में लॉन की कटाई समय-समय पर लॉनमूवर से आवश्यकतानुसार करनी होगी, उससे सम्बन्धित उपकरण एवं संचालन की व्यवस्था ठेकेदार को करनी होगी।
38. पार्क में लगे पौधों (सर्वस तथा वृक्ष) को समुचित आकार देने के लिए समय-समय पर आवश्यकतानुसार कटाई-छटाई करनी होगी।
39. कटी हुई घास तथा सुखी पत्तियां तथा पौधों की कटाई की गयी टहनियां आदि पार्क से 100 मीटर की दूरी पर एकत्रित करना होगा।
40. पार्क की क्यारियों में सभी मौसमी फूलों के पौधे ठेकेदार द्वारा लगाने होंगे, जिसके लिए कोई भुगतान पृथक से देय नहीं होगा।
41. कार्य स्थल पर निर्धारित मानकों के अनुसार तकनीकी स्टाफ/मालियों की व्यवस्था करनी होगी।
42. कार्य एवं आपूर्ति नियत अवधि में पूर्ण करनी होगी नियत अवधि के उपरान्त कार्य/आपूर्ति पूर्ण न करने पर 10 प्रतिशत तक पैनल्टी लगाई जा सकती है।
43. ठेकेदार से जी0एस0टी0, आयकर तथा यथासंशोधित अन्य कर नियमानुसार काटे जायेंगे।



44. उद्यानिक विकास कार्यों के बीजक से 10 प्रतिशत अस्थाई कटौती जमानत राशि के अतिरिक्त की जाएगी जो विकास कार्य सन्तोषजनक पूर्ण होने के एक माह पश्चात अवमुक्त की जाएगी।
45. भुगतान की प्रक्रिया माह 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 द्वारा स्वयं की नर्सरी का संचालन किया जा रहा है, इस आशय का शपथ पत्र निविदा के साथ संलग्न करना अनिवार्य होगा।
48. निविदादाता को कार्य की श्रेणी के अनुसार तकनीकी स्टाफ एवं आवश्यक मशीनरी संयन्त्र का शपथ पत्र निविदा के साथ संलग्न करना अनिवार्य होगा।
49. निविदादाता को पंजीकृत श्रेणी के अनुसार जिलाधिकारी द्वारा जारी चरित्र प्रमाण पत्र तथा लेटेस्ट इन्कम टैक्स रिटर्न की प्रति निविदा के साथ संलग्न करना अनिवार्य होगा।
50. निविदादाता द्वारा प्रस्तुत अभिलेख उद्यान अनुभाग के सत्यापन की दशा में फर्जी पाये जाने पर धरोहर राशि जब्त कर ली जायेगी। निविदा खुलने के पश्चात न्यूनतम निविदादाता की नर्सरी/मशीनरी एवं स्टाफ का भौतिक सत्यापन किया जायेगा।
51. ठेकेदार प्रत्येक 10 दिन में कम से कम एक बार फोटो एवं वीडियो वॉट्स एप ग्रुप पर भेजेगा।

**प्रभारी उद्यान**  
गाजियाबाद विकास प्राधिकरण  
गाजियाबाद।

1. The quantities are liable to wide variation up to any extent for which no claim whatsoever shall be entertained.
  2. All extra items shall be executed on the same rates as % (percentage) tendered by the contractor section wise on the rates at the time of inviting the tenders.
  3. All works shall be carried out as per U.P.P.W.D / CPWD detailed specification and amendments made therein from time to time.
  4. G.S.T. as admissible from time to time will be recovered from the gross amount of the bills as per guidelines.
  5. In the event of any dispute Ghaziabad Courts will have exclusive jurisdiction and no suit shall be lie in any other court outside Ghaziabad District.
6. टेकेदार द्वारा निविदा के साथ रू0 100/-का स्टाम्प पेपर तथा 1/-का रैवेन्यू स्टैम्प पर टेकेदार मानक भाषा में हस्ताक्षर कर संलग्न किया जायेगा, टेकेदार द्वारा यह अन्डरटेकिंग दी जायेगी कि निविदा की दरें वैद्यता की अवधि में वापिस नहीं ली जायेगी।

I/We..... Hereby offer to execute the above work.....

.....on.....

(In figure).....%

(In words).....

above/below the rates printed on the above bill of quantity .....

Asst. Hort. Officer	Contractor	Officer Opening	Officer Recommending	Vice Chairman
G.D.A.		Tender	Tender	G.D.A.

**GAZIABAD DEVELOPMENT AUTHORITY**  
**GAZIABAD (U.P.)**  
**HORTICULTURE SECTION**  
**B.O.Q.**

**Name Of Work** : इन्दिरापुरम योजना स्थित ग्रीन पार्क के कॉर्नर एवं गौड ग्रीन एवेन्यू एन्ट्री कट का उद्यानिक विकास एवं एक वर्ष की अवधि के लिए उद्यानिक रख-रखाव का कार्य।

**Estimated cost** : 990289.21

**Date of inviting tender** : 15-12-2021 to 24-12-2021

**Date of opening tender** : 27-12-2021

**Earnest money** : 20000.00

**Time of completion** : 2+12 month

S.N.	Qty.	Item	Rate /Unit	Amount
1-	481.00 cum	Removal of malba by mechanical transport including loading unloading and stacking up to 5 km. S.O.R. 2020/236	127.80 Per cum.	61471.80
2-	5532.13 sqm	Surface dressing of the ground including removing vegetation in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m: 2.28 All kinds of soil. D.S.R. 2018	12.30/sqm	68045.19
3-	396.53 cum	Trenching in ordinary soil upto a depth of 30cm including removal and stacking of serviceable materials and then disposing of by spreading and neatly levelling with in a lead of 50m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure). 2.1/D.S.R. 2018	40.63/ cum	16111.01
4-	5532.13 sqm	Rough dressing the trenching ground including breaking colds. 2.5/D.S.R. 2018	0.78/sqm	4315.06
5-	138.30 cum	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5km lead complete (Cattle manure measured in stacking will be reduced by 8% for payment). 2.3/D.S.R. 2018	197.50/cum	27314.25
6-	739.00 cum	Supply and stacking of good earth at site including loading, unloading, carriage upto all lift & leads (earth measured in stack will be reduced by 20% for payment) 2.2/D.S.R. 2018	274.20/ cum	202633.80
7-	4590.23 sqm	Fine dressing the grounding. 2.7/D.S.R. 2018	1.90/sqm	8721.43
8-	138.30 cum	Spreading of sludge, dump manure or/and good earth in required thickness (cost of sludge, dump manure or/and good earth to be paid separately). 2.8/D.S.R. 2018	27.55 /cum	3810.16
9-	4090.23 sqm	Grassing with selection No-1 'Doob' grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately). In rows 5cm apart in either direction. 2.10.1/D.S.R. 2018	9.20/sqm	37630.11
10-	500.00 sqm	Providing and fixing of selection No-1 Doob Grass in turf well rooted free from weeds including all royalty, loading, unloading & carriage and filling of dippreions, watering and maintenance for one month. 2.34/DSR 2018	73.60 sqm	36800.00
11-	150 nos	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20%: 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately): Holes 60 cm dia and 60 cm dep. 2.14.3/D.S.R. 2018	19.25 each	2887.50
12-	500 nos	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20%: 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately): Holes 45 cm dia and 45 cm dep. 2.14.4/D.S.R. 2018	8.50 each	4250.00

13-	20.00 Hr.	Provision of J.C.B. for extra earth cutting & dressing as per direction by officer Incharge. SOR-2020	950.00 / Hr.	19000.00
14-	50 nos	Providing and stacking of Cassia fistula (Amaltash) of height 120-135 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge. 7.16/DSR 2018	65.00 each	3250.00
15-	50 nos	Providing and stacking of Delonix regia (Gulmohar) of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge. 7.26/DSR 2018	60.00 each	3000.00
16-	25 nos	Providing and stacking of Plumeria alba of height 165-180 cm. with 3-4 branches and thick stem in big size HDPE bags as per direction of the officer-in-charge. 7.70/DSR 2018	225.00 each <b>Provided by GDA Nursery</b>	0.00
17-	500 nos	Providing and stacking of Tecoma gaudichaudi of height 60-75 cm. with 5-6 branches in p.bag of size 25 cm as per direction of the officer-in-charge. 8.68/DSR 2018	50.00 each	25000.00
18-	20 nos	Providing and Displaying Foxtail palm well developed with fresh & healthy foliage of ht. 210 to 240 cm in big 40 cm Cement Pot as per direction of the officer-in-charge. (Deduction cement Pot Rs. 1183.90-164.80 = 1019.10) (5.3/DSR 2018)	1019.10 each	20382.00
19-	50 nos	Providing and Displaying Furcraea variegated well developed with fresh & healthy foliage 8 to 10 leaves in 30 cm Earthen Pot as per direction of the officer-in-charge. (Deduction Earthen Pot Rs. 225.50-30.00 = 195.50.00) 5.31/DSR 2018	195.00 each	9750.00
20-	500 nos	Providing and stacking of Daniella variegated, with 3 to 4 variegated leaves in 20 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge. (Deduction Earthen Pot Rs. 30.75 - 20.00 = 10.75) DSR 6.11/2018	10.75 each	5375.00
21-	50 nos	Providing and stacking of Sliver yucca of height 2 to 2.5 feet well developed in Poly beggs. (Approved Rate)	190.00 each	9500.00
22-	818.00 sqm	Supply of selection "one" Doob grass in turf well rooted free from weeds at site including royalty & carriage. 2.35/DSR 2018	50.80/sqm	41554.40
23-	150 nos	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unsaverieable material's as per direction of officer in charge (excluding cost of plant & water) 2.57/DSR 2018 2.57.1 Cost of plantation per Tree	3.75 each	562.50
24-	500 nos	2.57.2 Cost of plantation per Shrub	1.85 each	925.00
25-	24 nos	Provision of Gardener for hoing making the basin edge, weeding staking, pruning & trimming of plants, watering & removal of all vegetation and surplus material as per direceted by officer in charge. SOR 2020 (qty. for 12 month and 02 nos Gardener per month)	10500.00 per month	252000.00
26-	12 nos	Sweeping of Path area & Periphery of Garden and other areas, excluding lawn area & removal of rubbish from park dustbin provide of Nagar Nigam (approx 200 mtr.) SOR-2020 (qty. for 12 and 01 nos per month)	10500.00 per month	126000.00
<b>Total =</b>				<b>990289.21</b>

**(Hort. Inspector)**

**(Ass. Hort. Officer)**

**(Incharge Hort.)**