



Tender Notice No.14 /4/ई0ई0 जोन-3/2019-20 दिनांक : 06.12.2019

GHAZIABAD DEVELOPMENT AUTHORITY

GHAZIABAD

DEVELOPMENT OF CIVIL WORK

Name of Work- मधुबन बापूधाम योजना में किसानों से कब्जा प्राप्त भूमि की फेन्सिंग का कार्य ।

विकास कार्यों के लिए
निविदा – प्रपत्र

सुन्दर शहर हमारा सकल्प

GHAZIABAD DEVELOPMENT AUTHORITY GHAZIABAD.

Name of Work- मधुबन बापूधाम योजना में किसानों से कब्जा प्राप्त भूमि की फेन्सिंग का कार्य ।

APPROX COST Rs. 8.28 Lacs

TENDER COST Rs. 1534.00

DATE OF OPEN TENDER 20.12.2019

E.M.D Rs. 17000/-

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CERTIFICATE THAT THE TENDER DOCUMENT CONTAINS **48** PAGES.

OFFICER
GHAZIABAD DEVELOPMENT AUTHORITY
GHAZIABAD.

GHAZIABAD DEVELOPMENT AUTHORITY GHAZIABAD

Issued to : -

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

TENDER FOR WORK

I/We hereby tender for the Executive for 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 all respects with the specification, 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 condition so applicable : -

MEMORANDUM

- | | |
|---|--|
| <p>a) General description</p> | <p>मधुबन बापूधाम योजना में किसानों से कब्जा प्राप्त भूमि की फेन्सिंग का कार्य ।</p> |
| <p>b) Estimated cost :</p> | <p>Rs. 8.28 Lacs</p> |
| <p>c) (Not in cash) : -
But in the form of interest bearing Securities as per clause 3 of tender notices enclosed herewith)</p> | <p>Rs. 17000/-
Item App. unit per (c) Tendered Number Rate (a)</p> |
| <p>d) Time allowed for the work from date of written months to commence :
Note : When tenders are to be submitted at a percentage above or the rate in the sanctioned estimate this information in all the column should be filled by the A.F. Ex. Engineer
In case of work when Contractors are required to quote their own rates for the different items of works the col. (f) should be left blank for the tenders to fill in.</p> | <p>below of qty. sanctioned
in fig., in words as
per bill of quantity enclosed
herewith

30 days</p> |

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 hereby agree to abide this by and fullfil all the terms and provisions of the conditions of contract annexed to the approved set of contract documents or in default there of forefiet and pay to Vice Chairman of Development Authority of his successors in office the sums of money mentioned in said conditions.

Contractors

Assistance Engineer
G.D.A.

The sum of Rs. of 17000/-FDR is herewith forwarded in the form of interest bearing security as earnest money the full value of which shall be retained by Development Authority on account of the security deposit specified in clause 1 of the condition Contract.

SIGNATURE OF CONTRACTOR
FULL NAME

DATED
WITNESS.....
ADDRESS.....
OCCUPATION
DATE.....
RECOMMENDED to E.E.

ADDRESS

RECOMMENDED TO VICE-CHAIRMAN
FOR ACCEPTANCE4

ASSISTANT ENGINEER

EXECUTIVE ENGINEER

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

VICE CHAIRMAN
DEVELOPMENT AUTHORITY
GHAZIABAD.

DATE

GHAZIABAD DEVELOPMENT AUTHORITY

NOTICE INVITING TENDERS

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

S. No.	Name of Work	Estimated cost	Earnest money	Cost of tender	Time allowed for completion
1.	मधुबन बापूधाम योजना में किसानों से कब्जा प्राप्त भूमि की फेन्सिंग का कार्य ।	8.28 Lacs	17000/-	1534/-	30 Days

2. Tender documents and other particulars of the works can be purchased from the office of the Authority between the hours of 10:00 A.M. and 2:00 P.M. on all working days till **11.12.2019 to 18.12.2019** after paying the cost of tender mentioned above.
3. Tenders which should always be placed in sealed cover will be received by the **Zone-3** Ghaziabad Development Authority, Ghaziabad upto 2:00 PM on **20-12-2019** and will be opened by him on the same day at 04:00 P.M. The tenders are expected to be present at the time of opening of the tenders.
4. The contractors should quote in figures as well as in words the rate and amount tendered by them.
5. Each tender must be accompanied by a deposit of Earnest money in any of the following forms :
 - a) Deposit call receipts of a scheduled Bank Guarantee by Reserve Bank of India.
 - b) Post Office/Saving Bank pass book/national Saving certificate/national Plan certificate/national Defence Certificates duly pledged to the Executive Engineer, Ghaziabad Development Authority.
6. The acceptance of a tender, will vest with the vice chairman, who does not bind himself to accept the lowest tender and reserves to himself the right of rejecting any or all the tenders received without assigning a reason or of accepting the whole or part of the tender.
7. Convassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to convassing will be liable for rejection.
8. On acceptance of the tendes the name of the authorised representative(s) or the contractor who would be responsible for taking instructions from the Engineer-incharge shall be communitied to the Engineer-in-charge.
9. Rates are without G.S.T., G.S.T will paid extra as applicable.
10. The contractors must produce Income Tax clearance certificate before the tender papers can be sold to him.
11. The security deposit may be collected by deductions from the running bills of the contractors at the rate mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as the part of security deposit. The security amount will also be accepted in cash or in the shape of Government

securities Fixed deposit receipt and Guarantee Bonds of Scheduled banks will also be acceptable for this purpose provided confirmatory advice is for the coming from the Reserve bank of India.

12. The contractor shall into be permitted to tender in GDA if near relative is employee of GDA. He shall also intimate the names of persons who are working with him in any capacity of are subsequently employee by him and who are near relatives of any employees of GDA. Any breach of this condition by the contractor would tender him liable to be removed from the approved list of contractors of GDA.

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

13. No employee of GDA is allowed to work as contractor as employee of a contractor for a period of 2 years of this retirement from service without prior permission of vice chairman, GDA. This contractor is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Vice Chairman, GDA. As aforesaid before submission of the tender or engagement in the contractors service.
14. The tender for works shall remain open for acceptance for a period of ninety days from the date of opening of tenders, if any tender or without draws his tender before the said period or makes any modification on the term and conditions of the tender which are not acceptable of the GDA then the GDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money absolutely.
15. The contractors exempted from payment of earnest money in individual cases should attach with the tender an attested copy of the chief engineer's letter exempting then from the payment of earnest money and should produce the original whenever called upon to do so.
16. The tender for the work shall not be a contractor who himself/themselves may has/have tendered for the same work. Failure to observe this condition would render/tenders of the contractors tendering as well witnessing the tender liable to summary rejection.
17. The contractors shall submit list of works which are in hand (progress) in the following form.

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

18. The contractor should be registered in the appropriate class in GDA/Sami Govt/Govt. Deptt.
19. The contractors are advised to see the site of work and be acquainted with the position of materials, conditions of contractors, drawing, etc. before tendering.
20. If a person, after his tender is accepted does not sign the agreement, his earnest money will be forfeited.

(Signature of E.E. Division)
For and on behalf of the Vice Chairman, GDA.

GHAZIABAD DEVELOPMENT AUTHORITY

SPECIAL CONDITIONS OF THE CONTRACT

1. Each page of bill of quantity specification and condition 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 charge 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 currency of the work. No claim what so ever on this account shall be entertained.
4. The units of rates as shown in the bill of quantities should be carefully seen as rates once given by the contractor shall remain unchanged and no excuse on any account will be entertained after the tender box has been closed.
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 tenders, should be said tenders refuse to sign the bond, if he is given a portion of work. his proportionate Earnest Money shall be forfeited and his tender rejected.
6. **INSPECTION OF THE SITE AND CHARACTER OF SOIL:** The contractor shall inspect and examine the site and its 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 plans 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 his 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 Incharge 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 Incharge shall accept otherwise stated ascertain and determine by measurement the value in accordance with the contract of the work done. He shall when he require any part or parts of the work to be measured, give notice to the contractor who shall forth-with attend or send an authorized 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 Incharge 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 contract.

12. **TIME OF WORKING:** The contractor will be required to so that the usual working hours are adhered to, No work should be done in the night without the permission of the Engineer Incharge except when it is absolutely necessary for the saving of life or for the safety of the work in which case the contractor shall immediately seek advice of the Engineer Incharge some times, however, some work as may be directed by the

Engineer Incharge with have to be carried out in the night and no extra payment shall be made to the contractor on this account.

13. **PROGRAMME & RETURNS-TO BE FURNISHED:** As soon as practicable but not later than, one month after the acceptance of his tender the contractor shall if required to submit the Engineer Incharge for his approval a programmed showing the order of procedure and method in which he proposed to carry out the works and shall when ever required by the Engineer Incharge for his information particulars in Tier writing of the contractor arrangement for the carrying out of works.

14. **DRAWING AND TIAEIR OWNER SHIP:** The sets of working drawing be got issued by the contractor from the office after his tender has been accepted Contractor shall keep one set of drawing in good condition ready at site and available to department Engineering staff on completion of the work, the contractor will have to return these drawings to the office.

15. **EXTRAITION OF WORKS:** The cost of extra items of the works, necessitated during the execution of the work shall be determined as stated in GD.A. condition of contract.

16. **CLAIMS:** The contractor shall submit to the Executive Engineer once in very month an account giving full and detained 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:** In ordination or disobedience to the orders of the Engineering staff whether along or in combination with another shall be considered to be an act of misbehavior and penalty for this decided and imposed by the Executive Engineer shall be final and binding of 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 ions to the entire satisfaction of the Engineer Incharge as provided in GD.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 archeology interest discovered on the site of the work shall, be given 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 there of 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 in necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor if such a suspension is necessary the proper execution of the work by reasons of the weather or by some default on the part.

22. **SUBSTANDARD WORK:** Concrete of strength below 80% of the required strength (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 end an geared. The acceptance, of such sub-stand red 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 rats for such-standard works.

23. If required the contractor shall provide at his own expenses suitable accommodation for his employees including adequate sanitary arrangements and water supply.

24. The quantities shown in the bill of quantities are approximate and libel to variation to any extent on either side and the contractor will not be extitiedtoan extra rates or

compensation due to any change in the quantity of the work to be done. Few items may be required to be committed 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 one or the same person signing the tender possesses the power of attorney of each other the partners shall be considered as jointly responsible as well as individually for the tender failing which the tender is liable to be rejected and earnest money forfeited.

26. No more than one tender should be submitted by one contractor or by one firm of contractors.

27. All tendered rates shall be considered to include all jobs as mentioned in the detailed. Specification attached.

28. After acceptance of the tender the GDA conditions of contract with necessary amendments will be attached with the bond and the same will be binding on the contractor.

29. The work of electric fittings shall be taken in hand when the building work has sufficiently advanced. The contractor will have to afford all facilities to other contractor in 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 line required for the work shall be brought to the site in unslacked conditions and slacked property and to specification on the work after approval of the Engineer Incharge or his representative.

32. All building materials arranged by the contractor shall be subject to the approval of the Engineer Incharge 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 R. 501-per day may be imposed on him till the materials in question are removed.

33. The materials to be supplied be 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 Incharge desired. The contractor should send his requirement will in advance to the Engineer Incharge. 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 Incharge 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 Incharge if available at the current market rate or stock rates which ever is higher.

35. All materials issued to the contractor will have to be slacked and, stored property 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 Incharge etc. so that checking can be done when necessary. If any surplus materials are left the completion of the work is shall not be. disposed or removed by the contractor unless he receives permission in writing from the Engineer Incharge. . 36. An order book will be kept at the site of the work in which instruction on may be recorded by the Engineer charge or his representative. The contractor or his authorized Agents, will be required to sign the order book daily in acknowledgement of the instruction in case the contractor

refuse 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 be Engineer I/C/. In case the contractor executes the work of lager dimensions then shown in drawings he will only be paid for as per drawings. In case work executed is of lessey dimensions and not covered by the to clearances allowed, it will be at the discretion of Engineer IIC. to

accept the work or project. 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 preps of wages which have been certified by the Engineer Incharge.

40. The contractor shall be bound by the rules made the Govt. with regard to the period for which wages have to be paid and deduction from wages.

41. The contractor shall, be bond to give preference to Ex-service, men where available. The nearest sub regional employment exchange may be consulted regarding availability of such man

42. The tender rates shall included all quarrying charges, royalty screening tools and plants carriage of materials to the site, stocking and removal of all rejects materials, districts Board and municipal Board Taxes, water arrangement etc. Rates are excluding G.S.T.,G.S.T. will paid extra.

43. Condition of G.D.A. conditions of contract manual from 79180181182 will also be applicable and will from part of the contractor.

44. 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.

45. The contractor must write there correct and complete postal address in the tender and arranger to take the delivery of all letters. If any letter is received back undelivered it will be contractor responsibility and contractor shall be bound for such action as may be written in the content of such letter. Any change of address must be intimated to this office for which he should optain acknowledgments. The contractor or his agents will not refuse to delivery of letters at the site of work or in G.D.A. office.

46. Stamps duty as required in the contract deep will be borne by the contractor.

47. The G.D.A. Shall have the right so accept at reduced rate sub standard and defective work provided that the sub standard or defective work is not considered to be

seriously defective by the Engineer Incharge, and the rates of the work so accepted will be suitably reduced of 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.

48. The work must comply with the relevant U.P. PWD Detailed specification and relevant latest standards of India standard codes. as specified in detained 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 shaper 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.

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

(d) Painting two coats of approved paint on all exposed faces on either GI or HCl pipe lines, flushing cisterns, bracket and other fittings and M.S. tanks 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 cracks in lead jointing then penalty as deemed fit by the Engineer Incharge shall be imposed to the extent of rejection of all the joints.

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

49. One sample of each sanitary and water supply fittings and accessories shall have to be got approved for the Engineer Incharge before actual execution of the work.
50. 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 he shall have to replace or make good such damages etc. at his own cost.
51. If the building work is in progress the contractor shall have to work in cooperation with other contractor if any so that the entire work may proceed smoothly. In the event of any dispute the decision of the 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.
52. The contractor shall have to dispose of all his surplus earth, and rubbish etc. Away from the building from the site of the work as and where directed by the Engineer Incharge, at the time of the completion of the work.
53. All the concealed pipe lines, shall be tested as per direction of Engineer Incharge and shall be concealed only when it is approved. The testing charges and equipment etc. For the same be borne by the contractor. The contractor shall be responsible for the leakage till the 10% security is released.
54. The tendered Rates are excluding G.S.T., G.S.T. will be paid extra as applicable, water charge carriage etc. No claim shall be entertained on such account the quantities are liable to vary on either side to any extent for which no claim shall be entertained.
55. After laying and jointing, the S.W. & M.C. pipes and fittings shall be inspected and got tested, any joint found leaking shall be done and all leaking pipes removed and replaced without extra cost.
56. The tendered rate shall be deemed cover the charges of making necessary connection with water tanks and supply pipes etc. for which nothing extra shall be paid.
57. The floor and walls etc. cut for proper completion of the work shall be repaired and finished to its original specification.

58. The G.T. 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.

59. For the materials supplied by the department, proper account will have to be maintained. For cement double lock system will have to be followed.

60. Floor trap. Nahani Trap if any and W.C. shall be paid at the reduced rates Le. 90% of the rate till got tasted against leakage to the satisfaction of the Engineer Incharges

61. The contractor has to carry out the work of testing twice once before taking the final measurement and recondly any time during period of 12 months : from the date of expiry of contract i.e. maintenance period at no extra payment for this 10% security shall be refunded only after the satisfactory, completion of work test maintenance period.

62. No Payment will be made to contractor for cutting and its repair in brick work after completion of brick work for fixing precast or cast in sita RCC shelves and no claim on this account shall, be entertained.

63. 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.

64. No claim will be made to contractor for damage to building work or materials caused by rain any natural calamitasies 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.PP.WO. detailed specifications amended up to date. The contractor should be through these specification and U.P.PWO. Schedule of rates revised and upto amended upto before tendering.
3. In giving rates tenders are advised to take into account fluctuaction in market rates, no claim will be entertained on this account acceptance of the tender and currency of the contract.
4. All entries be the tenders should be in one ink and one hand. Erasures and over writings should be signed be the contractors.
5. Rates should be written in figures as well as in words in the tender. In case of cariation of rates written in words and in figures lower of the two will be accepted.
6. . Quantities of work are subject to wide variation with out any notice to the contractor in the event of variation in quantities of work, the contractor shall not be entitled for any compensation and tender rates accepted shall be mutandis applicable.
7. Conditional, incomplete, unsigned, or unwitnessed tenders shall not be entertained.
8. No more than one tender should be submitted by one contractor by one firm of contractor.
9. Under no circumstances will a father or his son or close relation or the partners of the firm be allowed to tender for the work as separate tender. Breach of this condition will render the, tenderer of such tender liables to rejection and for feiture to their earnest money or permanent security.

10. In case of firm tender must be signed by each partner or member by the person heading the power of attorney on behalf of all other part partners members of the firm. In later case a copy of the power of attorney attested by a Gazetted Officer must accompany the tender.

11. Provided that no tender from unregistered firms (as required under the registration of firms and societies act) shall be entertained .

12 . Tendered rates will hold good for three months from the date of opening the tender.

13. Contractor shall be bound to pay wages which shall not be less than fair wages in the locality. These minimum rate shall be fixed by the Vice Chairman in consultation with the Oistrict Magistrate.

14. Contractor shall be bound to give prefernce to ex-serviceman wherever available. The nearest sub regional Employment Ex-change may be consulted rearding availability. of such preoson.

15. The tendered rates shall include all quarrying charges, royals: screens tools and plants, carriage of materials to site stack and removal charges of any rejected materials. Sales tax and other local Taxes payable to Oistrict Board or Municipal Board and water arrangement etc.

16. Conditions of general PW No 9/Mannual-1 From-79/80/81/82 will also be applicable.

17. 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 acknowledgement of the instructions and shall comply with the order and instructions given in that book.

18. All receipts signed and issued by the contractor, their authorised agents whose names and specimen signatures should be furnished in writing of the Engineer incharge shall be conclusive proof of the delivery of materials.

19. No claim for extra payment shall be entertained on account of delay in supply of materials or machineries by the Authority.

20. The contractors must write correct and complete address in tenders and arrange to take delivery of all letters if any, letter is receive back undelivered it will be contractor's own responsibility and contractor shall be bounds for auctions as be may be requires through the contents of such latter.
21. The contractor should attach with the tender list showing their qualifications, experience of work and financial status of firm.
22. Stamps duty as required on the contract deed will by born by the contractor.
23. 75% secured advance can allowed as per rules in financial Hand Book.
24. All measurements shall be done as per ISI rules and corrected up to date.
25. The final bill shall be prepared after three months from the date of completion the Work. In doors & windows shutters are not supplied by the department.
26. A resolution has been passed on 11-5-94 in the meeting of Authority which is effective as follows.

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

Assitant Engineer
G.D.A.

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

GHAZIABAD DEVELOPMENT AUTHORITY

GENERAL CONDITIONS FOR 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 all these documents taken together shall be deemed to form one contract and shall be complementary to another.

(2) In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.

(a) The 'Work' or 'Works' shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by, or by virtue of the contract contracted to be executed. Whether temporary or 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 street 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 include the legal personal representatives of such individuals or the personal composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual or firm or company.

(d) The Vice Chairman shall mean the Vice Chairman Ghaziabad Development Authority Ghaziabad his successors or assigns.

(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 Government at the time of making any payment to him for work done under the contract to deduct 10 percent of all money as payable or account of security deposit until such deduction as along with the sum already deposited as earnest money to be adjusted in the last deduction bill amount

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 provide 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 six months of the dated 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 six 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 therefrom 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 by 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 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 uncompleted 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 case 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 commence 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 cause shall not exceed the maximum amount of security as specified in Clause-1.

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

this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing, to determine the contract in any of the following cases.

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 or otherwise improper or unworkmanlike 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 judgement of the Engineer incharge (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 arise 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 other than those mentioned in Sub-Clause (a) above. (b) If the contractor commits any acts mentioned in Clause-21 here 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 any one 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 subsided 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 anyone 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 procedure 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 a for 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.

Clause-4 : in any 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 there conditions hereof, and

such power shall not with standing 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 H li: 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 there of paying or allowing for the same in account at the contract rates or in the case of these not being applicable, at current market rates, to be certified by the Engineer-incharge whose certificate thereof shall be final, otherwise the Engineer in charge may be notice in writing to the contractor or his clerk of the. Works, foreman or other authorised agent require him to remove such tools, plant materials or Stores from the premises (within a time specified in such notice) and in the event of the Contract failing to comply with any such requisition, the Engineer-in charge may remove at the Contractor's expense or sell them by auction or private sale on the account of the contractor and at his risk in all respects and the certificate to the

Engineer-in-chargeas the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

Clause-5 If the Contractor shall desire an extension of the time for completion of the work on the grounds of this having been unavoidbly hindered in its execution or any other ground, he shall apply in writing to the Assistant Engineer and a copy there of is sent to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such as aforepaid, and Assistant -Engineer shall it in his opinion reasonable grounds be shown there for recommend such extension of time if any as may, in his opining 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 prefrom the work beyond the date completion or the extended date as the case my 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.

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 nor shall the work be considered to be complete until the contract shall have removed from the site on which the work shall be executed 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 execution, 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 the 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 realised 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 measurements by the subordinates 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 defects to be removed, the certificate 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.

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 on, submitted the bill thereof be entitled to receive monthly payment proportionate to the part thereof of than approval and passed by the engineer-in-charge. Whose certificate of such approval and passing of the sum so payable be final and conclusive against the advance 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 of unskilled work to be removed and taken away and reconstructed, respected or it shall not be considered, as an admission of the due performance.

Bill to be submitted monthly of the contractor part thereof in any respect or the accruing of any claim, not shall in conclude, determine or affect in any way this powers of the engineer-in-charge under these conditions or any of them as to the final settlements and adjustment of the accounts other wise or in other way affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the 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 requisite measurement, for the purposes of having the same verified arid 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-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-incharge may prepare a . bill from such list which shall be binding on the contractor whose in all respects ..

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 measurements after such notice or fails to Countersing or to record the difference with in a week from the date of measurement in the manner required by the Engineer-charge then and in any such measurement taken by the engineer-incharge 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 on right to dispute the same.

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

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 Stores the meaning or effect of this contract, specified in the Schedule or memorandum hereto supplied annexed) the of the contract specified in the Schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as are required from time to time be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to 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 otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs drawings and instruction in writing relating to the work signed by the engineer-in charge and lodged in his office.

and to which the contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings & 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, commission from, additions to as substitutions for the original specifications, drawing, designs and instructions that appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with and instructions 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.

specified as part of the work shall be carried out by the contractor-on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion, that the altered 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 caused shall be worked out in accordance with the following provisions in their respective order:

(i) If the takes 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 substituted work includes any work for which no rates are specified in the contractor 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 Meerut 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 engineers 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 dote 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. However, the executive such class of work and arrange to carry it out in such manner as he may

consider advisable. But under no circumstances the contractor shall suspend the work on the under sub-clauses (1), (ii) and (iii) shall be worked out by the executive manager on behalf of the authority.

Clause-14 : If at any time after the commencement of the work the administrator shall for reason whatsoever not require the whole 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 having been carried out, neither shall he have any claim for compensation by reason 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 articles provide by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the engineer incharge specifying the work, materials or articles complained of not with standing that the same may have been in advertantly passed, certified and paid for forth with rectify or remove and reexecute 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 not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for 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 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 working hours, and at all other time, at which reasonable notice of intention of the engineer in charge or his subordinate to visit the works at all have been given to the contractor, either himself be

present to receive orders and instructions, have a representative agent duly accredited responsible in writing present for that purpose. Orders given to the contractor agent shall be presents considered to have the force; as if they had been given 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 otherwise placing given beyond tile reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is coverage 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 the 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.

Clause 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 six months after a certificate final or otherwise, of its completion shall have been given by the, engineer-in-charge as aforesaid, tile 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 referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the engineer-in-charge as to require together with carriage therefore to and from the work. The contractor shall also supply with out charge the reqboisite 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 of examination at any time and from time to time of the work or materials, failing his so doing the same may be provided by the engineer-in-charge at the expense of the contractor and the 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 defence 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.

Clause 21 : The contract shall not be assigned or sublet without the written approval of the executive engineer. Ana 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 tv do or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promise be rescined or offered by the contractor, or any of his servants or agents, to any authority officer or and security 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.

rescinded 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.

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 become 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 anywhere 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.

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 preceeds 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. 501/- for every default or breach and in the event of the contractor defaulting continuously in this respect the penalty may be enhanced to Rs. 50/-.

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 is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the contractor (here in referred as the said directions), the 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 remodelled 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.

- 1 a) 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 atleast 6" above the surrounding ground the roofs shall be laid with thatched 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 l!paves for security purposes.

(d) There shall be kept an open space of atleast 8 yards between. the rows of hut which may be reduced to 20ft. according to the availability of site with th~ 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 by 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 nutnberof 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.

(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 Sum payable by way of shall be considered as reasonable compensation to be applied to the use of authority to be without reference to the actual loss or damages sustained and whether or not any resonable compensalion damage shall have been sustained.

without reference to Clause 30 : In the case of a tender by partners any charge in the constitution shall be actual loss. forthwith notified by the contractor to the engineer in charge for his information.

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 for the time being. who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to be carried on.

Clause32: (a) If the contractor considers any work demanded of him, to be outside the Works to be under requirements of contract, or considers any record or ruling of the Engineer in charge or director to engineer if his subordinates to be unfair, he shall immediately upon such work being demanded in charge or such record or ruling being made, ask in writing for written instruction& or decisions.

Where upon be shall proceed without delay to perform to the record or ruling and within twenty days after date of receipt of the written.

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 ro such record or ruling being made, ask in writing for written instructions or decisions. Where upon be 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 particulates 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 qr 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 creaming 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.

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.

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 worker 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 sloe 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.

Clause 33 : 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 viaue of such stores and articles as may be supplied to the contractor by the engineer in from 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 aforsaid.

Clause34 : Expect where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs, drawings and instruction here in mentioned and to the equality of work materials used and not the workers to any other question, claim right, matter or thing what so ever, in any way arising out of or relating to the contract. Designs drawings specification, estimates, instruction orders or these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or 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 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 contract relates and that in the course of his 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 to 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. ,

Clause35 : In the case of any class of work for which there is no specification in the contract such Action work shall be carried out in accordance with the detailed P.W.D. specification and in the where no event of there being no detailed specification for the name work shall be carried out in specification all respect in accordance with the instruction and requirement.

Clause36 : 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.

Clause37 : (1) : In every case in which by virtue to the provisions of section 12, sub-Section (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 i 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 11 2, 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,

Clause39 : 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 pressed 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 copy 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.

Contract

Engineer-in-charge
Development Authority
Ghaziabad

Vice Chairman
Ghaziabad Development Authority
Ghaziabad

ANNEXURE - 1

AGREEMENT

Tender invited by executive engineer-VI G.D.A.

(Vikas Pradhikaran Ghaziabad (U.P.))

Tender Notice No. 14 / 4 / ई०ई० ज०न-3 / 2019-20 दिनांक : 06.12.2019

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

Signed this..... day

of

Witness;

1..... Signed by

2..... Signed by

Important Note :
Contractor

This agreement is to b signed by the

on stamp paper of Rs. 7/- with twenty paise revenue stamp should be affixed on it. This is to be submitted alongwith the tender failing which the tender is liable to be rejected.

GHAZIABAD DEVELOPMENT AUTHORITY

SPECIFICATION

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

1. **EARTH WORK :** The earth work shall be out to the required depth and also according to the required levels for the roads construction. The earth received from cutting shall be utilised in making road parriesfilling the low portion of the road, proper levelling dressing and ramming shall have to the lone of the earth filled in making road patries.

2. **COLLECTION OF STONE GRIT :** This shall be from Gurkul (haryana) quality and shall be of blusn texture. Swievs designation shall be follows :

S.No.	Grading No.	Size	Swieve Designation	% by Weight passing The Swievs
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1.	12mm	12mm	100
		20mm	90-100
		No. 480 I.S.I.	10-30
2.	10mm	No. 15 I.S.I.	0-8
		10mm	100
		No. 480 I.S.I.	85-100
		No. 8 I.S.I.	10-30

3. **COLLECTION OF COURSE SAND (BADARPU) :** It shall be of Badarpur quaries and shall be according to c.P.W.D. detailed specification No. 1.9 for coarse sand. The bulkage shall be deducted @121/1/2A of measured quantity. sieve designation shall be follows.

I.S. SIEVE DESIGNATION

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

4. **PREMIX CARAPAT :** It shall be 4cm. thick layer of stone grit of specified grading mixed with bitumen binder of suitable grade in specified preparation. Before laying of premix carpart the water bond surface will have to be well cleaned by brushes. No earth molorum should remain on the water bond surface. A seal cost of precar pet and rolled.

The quantity of binder required shall be as given in the description of the items. The quantities of stone grit and coarse sand will be required as specified. The construction procedure shall be according to C.P.W.D. specification.

5. **COLLECTION OF MOORUM :** It shall be of approved quality of Delhi Quaries. The bulkage shall deducted @ 12/1/2% of measured quantity.

6. **CONSOLIDATION OF STONE BALLAST :** It shall be according to C.P.W.D. detailed specification. Before laying in soling base coat the subgrade shall conform the proper section and cross section. The sub grade will have to be well compacted with Road Roller and these should not remain nay soft or depressions. Numanas at every 15m. apart will be make with the help of consolidation template. The loss coat of stone ballast shall be laid with the required thickness with proper dressing shall be spreading of stone ballast be done to the required thickness of loose coat of stone ballast. The ballast shall be laid in proper profiles by using template placed across the road about 6m. apart and it shall be laid in proper camber as directed by the Engineer-in-charge.

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

7. **COLLECTION OF STONE BALLAST** : It shall be of Tajpur quarries and shall be according to C.P.W.D. detailed specification and shall be as per gauge as specified below:

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

GHAZIABAD DEVELOPMENT AUTHORITY, GHAZIABAD.

Name of Work- मधुबन बापूधाम योजना में प्रदूषण नियन्त्रण हेतु योजना की मुख्य सड़को पर जल छिडकाव कराने का कार्य।

BOQ					
Sr. No.	Item of work	Qty.	UNIT	rate	Amount
1	Providing and fixing with RCC post (size 1.80x0.10x0.10m) and barbed wiire 2 stands 2.50 mm including excavation of pits, fixing of post with CC 1:2:4, base 10cm thick (1:4:8), barbed wire fixing, painting including all material T&P etc all complete as per direction by E/l. (A.R)	2100.00	Mtr.	394.25	827925.00
Total					827925.00

JE.

AE

EE

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 basis of schedule of rates at the time of inviting the tenders.
3. All works shall be carried out as per U.P.P.W.D. detailed specification and amendments made therein from time to time.
4. Sales Tax as admissible from time to time will be recovered from the gross amount of the bills.
5. In the event of any dispute Ghaziabad Courts will have exclusive jurisdiction and no suit shall be lie in any other court outside Ghaziabad District.
6. ठेकेदार द्वारा निविदा के साथ रु0 100/- का स्टाम्प पेपर तथा 1/- का रैवेन्यू स्टैम्प पर इकेदार मानक भाणा में हस्ताक्षर कर संलग्न किया जायेगा, जिस पर ठेकेदार द्वारा यह अन्डरटैकिंग दी जायेगी कि निविदा की दरें वैद्यता की अवधि में वापिस नहीं ली जायेगी।
7. 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 in respect of section..... of the work.

Asst. Engineer
G.D.A.

Contractor

Officer Opening
Tender

Officer Recommending
Tender

Vice chairman
G.D.A.