

U.P. JAL NIGAM, LUCKNOW



TENDER FOR SUPPLY AND INSTALLATION OF WATER METERS OF DIFFERENT SIZES AT CONSUMER POINT IN LUCKNOW CITY INCLUDING BILLING AND MAINTENANCE OF 5 YEARS

1.	Cost of tender document	Rs. 10000/- +Vat + Rs. 400/- (if reqd by post)
2.	Earnest Money	Rs.--.00 Lacs
3.	Last Date of Sale of Tender	----- (17.00 hours)
4.	Date of receipt of Tender	----- (15.00 hours)
5.	Date of opening of Tender	----- (15.30 hours)

**GENERAL MANAGER (Peyjal),
U.P. Jal Nigam,
Lucknow.**

Office of the General Manager(Peyjal),U.P. Jal Nigam, Lucknow.

**TENDER FOR SUPPLY AND INSTALLATION OF WATER METERS OF DIFFERENT
SIZES AT CONSUMER POINT IN LUCKNOW CITY INCLUDING BILLING AND
MAINTENANCE OF 5 YEARS**

- | | | | |
|----|--|---|--|
| 1. | Cost of Tender Document | : | Rs. 10000/- + Vat + 400/-
(Postal charges, if required by post) |
| 2. | Earnest Money | : | Rs. ---.00 Lacs |
| 3. | Date of Opening of Tender | : | ----- |
| 4. | Completion Period | : | 12 months for supply and installation
+ 6month Trial and test run + 5 years maintenance |
| 5. | Defect liability period after
Commissioning | : | 24 months after trial and test run of 6 months |
-

Sold to

M/s _____

Vide Money Receipt No. _____

Date _____

Place : _____

Date : _____

Project Engineer

Divisional Accountant

Project Manager

Office of the General Manager (Peyjal), U.P. Jal Nigam, Lucknow.

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NAME OF WORK : TENDER FOR SUPPLY AND INSTALLATION OF WATER METERS OF DIFFERENT SIZES AT CONSUMER POINT IN LUCKNOW CITY INCLUDING BILLING AND MAINTENANCE OF 5 YEARS

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Office of the General Manager(Peyjal),U.P. Jal Nigam, Lucknow.

Letter No. / /

dated: -----

//Tender Notice//

Sealed tender duly super scribed with tender notice No. and name of work on envelope are here by invited on behalf of Chairman, U.P. Jal Nigam, Lucknow for the carrying out the following works up to 16:00 Hrs. on below mentioned date and shall be opened by the undersigned or authorized representative at 15:30 Hrs. in presence of the intending tenderer.

Sl. No.	Description of work	Cost of tender	Earnest Money (In Rs.)	Date for Sale of tender Documents	Date of receipt of Tender	Date of opening of Tender
1	2	3	4	5	6	7
1.	Supply and installation of water meters of different sizes at Lucknow city including billing and maintenance for 5 years	Rs. 10,000/- +VAT	Rs--.00 lacs	--.--.2011 to --.--.2012	--.--.2011	--.--.2011

Terms and Conditions:-

1. The Tender document shall be issued only to
 - 1.1 "A" Class registered contractors/ Firms/consortium or JV Firms of Uttar Pradesh Jal Nigam, in Electrical/Mechanical works or Turn key water supply projects and having sufficient experience in this field . or
 - 1.2 Manufacturers of water meters or
 - 1.3 Registered 'A' Class contractors in PHED of other States/Union Territories in the same categories.
2. Tender document can be purchased against the payment of tender cost from the following offices , any time between 10:00AM to 5:00PM on any working day up to above mentioned dates. Rs. 400.00 will have to be paid extra if tender document is required by post; undersigned shall not be responsible for postal delay. In case of holiday on the said dates, tender can be purchased/submitted/opened on the next working day.
 - 2.1 Chief Engineer (LKO) U.P. Jal Nigam Lucknow,
 - 2.2 District Magistrate Lucknow,
 - 2.3 General Manager(Peyjal),2 Lal Bahadur Shastri Marg,r Lucknow,
 - 2.4 General Manager, Jal Kal Vibhhag,Nagar Nigam, Aiahbagh,Lucknow
 - 2.5 Project Manager Construction Unit U.P. Jal Nigam, Lucknow, and
 - 2.6 Project Manager(Peyjal-II) Lucknow.
- 3 Earnest money in separate sealed envelope shall be deposited in the shape of FDR/CDR of any nationalized/scheduled bank,or NSC of any post office duly pledged in favour of Project Manager), Construction Unit, U.P. Jal Nigam,C-1017,Indira Nagar, Lucknow.
- 4 Without earnest money, tender shall not be opened.
- 5 The undersigned reserves the right to accept or reject any or all tenders partially or fully without assigning any reason. The tender may be decided in pieces according to size.
- 6 Other terms and conditions shall be as per the tender documents.

(R.K.Garg)

General Manager (Peyjal)

Endt. No.

Copy forwarded to the following for information please.

1. Chief Engineer (LKO Zone), U.P. Jal Nigam, Lucknow.
2. District Magistrate Lucknow.

- 3 Nagar Ayukt, Nagar Nigam Lucknow.
- 4 General Manager, Jal Kal Vibhhag, Nagar Nigam, Aiahbagh, Lucknow
- 5 Public Relations Office, U.P. Jal Nigam, 6-Rana Pratap Marg, Lucknow with C.D. for putting on web site.
- 6 General Manager, Gomti Pollution Control, U.P. Jal Nigam, Lucknow.
- 7 Superintending Engineer, 23rd Circle(E/M), U.P. Jal Nigam, Lucknow.
- 8 Project Manager, Construction Unit/Peyjal-II, U.P. Jal Nigam, Lucknow.
- 9 Notice Board.

General Manager (Peyjal)

UTTAR PRADESH JAL NIGAM
**TENDER FOR SUPPLY AND INSTALLATION OF WATER METERS OF DIFFERENT
SIZES AT CONSUMER POINT IN LUCKNOW CITY INCLUDING BILLING AND
MAINTENANCE OF 5 YEARS**

“CHECK LIST FOR DOCUMENTS”

- | | | |
|-----|--|---|
| 1. | Last Date of Sale of Tender | -----2011(17.00 hrs) |
| 2. | Date of receipt of Tender | -----2011 (15.00 hrs) |
| 3. | Date of opening of Tender | -----2011 (15:30 hrs) |
| 4. | Documents to be submitted in | |
| 4.1 | Envelop No. 1 | 1 Earnest Money |
| 4.2 | Envelop No. 2 | 1 Declaration form no. I (a).
2 Declaration form No. I (b) affidavit of bid validity on non judicial stamp paper of Rs. 100/-.
3 Affidavit on Non Judicial Stamp Paper of Rs. 100.00 duly certified by Notary on form no. I(c) .
4 Declaration form no. 1(d) affidavit for fulfilling the terms & conditions of the contract on non-Judicial stamp paper of Rs. 100/-.
5 Copy of certificate of registration in requisite class & category.
6 Statement showing works of similar nature executed. Form No. 1(e)
7 List of works in hand and their position Form No. 1(f)
8 List of tools and plants held Form No. 1(g)
9 Statement of technical personnel and tradesmen held. Form No. 1(h)
10 Financial status. Form No. 1(i)
11 Authorization Certificate from manufacturer Form No. 1(j)
12 Details of Registration. Form No. 1(k)
13 Issued tender document duly signed on each page. |
| 4.3 | Envelop No.-3 | 1 Schedule -G |
| 5 | Offices for sale and submission of Bid | 1 District Magistrate, Lucknow.
2 Chief Engineer(LKO), U.P. Jal Nigam, Lucknow,
3 General Manager (Peyjal), U.P. Jal Nigam, Lucknow.
4 General Manager ,Jalkal Vibhag, Nagar Nigam, Lucknow
5 Project Manager Construction Unit U.P Jal, Nigam, Lucknow
6 Project Manager Peyjal-II, U.P Jal, Nigam, Lucknow |
| 6 | Office for opening of Bid | Office of the General Manager (Peyjal), Lucknow. |

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- (i) Envelope No
- (ii) Name of work:
- (iii) Tender Notice No. : .
- (v) Name of contractor:

A- IMPORTANT NOTES FOR TENDERER

1. UP Jal Nigam (UPJN), the Project Implementing Agency or PIA, intends to execute the afore said works under the foresaid project on behalf of Jalkal Vibhag, Nagar Nigam, Lucknow
2. UPJN requires that bidders observe the **highest standard of ethics** during the procurement and execution of such contracts. In pursuance to this policy, UPJN;
 - (a) Will reject a proposal for award if it determines that the bidder has been engaged in **corrupt or fraudulent practices** in competing for the contract in question;
 - (b) Will reject a proposal for award if it determines that the contractor is engaged in **corrupt or fraudulent practices** in competing for the contract.
3. The UP Jal Nigam, hereinafter called "the Employer", intends to invite tender
 - 1.1 "A" Class registered contractors/ Firms/consortium or JV Firms of Uttar Pradesh Jal Nigam, in Electrical/Mechanical works or Turn key water supply projects and having sufficient experience in this field . or
 - 1.2 Manufacturers of water meters or
 - 1.3 Registered 'A' Class contractors in PHED of other States/Union Territories in the same categories.
4. The above contract will include 12 months for supply and installation of meters at consumer point and initial trial and test run of 6months, including all operation & maintenance cost except electricity charges. After commissioning of the works i.e. after successful trial and test run of 6 months. The defects liability period of 24 months will start after completion of trial run period.
 - 4.1 Maintenance agreement for 5 years (60 months) will start after successful trial and testing period of 6 months i.e. commissioning, during which firm will be responsible for defect liability up to 24 months, thereafter, repair and replacement shall be paid separately as per S.O.R of ULB as applicable then or as per terms and rates agreed upon by ULB.
5. This shall be mandatory for successful bidder/contractor to enter into an agreement for 5 years with ULB/ Jal Kal Vibhag, LNN, for reading of meters and subsequent preparation of user charges monthly bills as per regulations of ULB, and maintenance for a period of five years. However, Nagar Nigam may call a Pre Bid Meeting before entering into an agreement.
6. Financial bids (Envelope 3) of only those tenderers will be opened, who submits the required documents in envelope –1&2 and are found responsive and in order.
7. Tenderers may obtain the tender documents up to -----2011 by calling in person, or writing to the following Offices as mentioned in tender notice by submitting requisite fees as mentioned in NIT by demand draft issued by any nationalized or scheduled bank, drawn in favour of The **Project Manager, Construction Unit, U.P Jal Nigam, Lucknow.**
8. The request must clearly state the name of work. The documents are available on payment of a non-refundable fee as per NIT. U.P. Jal Nigam will promptly dispatch the documents by speed post/registered, mail, if requested so, but under no circumstances U.P. Jal Nigam will be held responsible for late delivery or loss of the documents so mailed. Intending tenderers shall have to give and undertaking in his application that he fulfills the conditions regarding experience etc. , as given in NIT.

General Manager (Peyjal)

**U.P. Jal Nigam,
Lucknow**

Certified that I have thoroughly understood the contents above and has given due considerations for above contents in my quoted rates.

Signed by contractor/Firm

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF TENDERS

- 1. Introduction**
- 1.1 General information on the climate, hydrology, topography, access to site, transportation and communication facilities, project description expected construction period and other relevant data may be seen in the office of the undersigned on any working day.
- 1.2 The name and mailing address including Fax, Email, Telephone, and Mobile Number of the Applicant shall be clearly marked on the envelope.
- 1.3 All the information shall be answered in the English language. Where information is provided in another language, it shall be accompanied by a translation into English language, duly signed and certified by the Authorized Representative of the firms and or voluntarily formed joint ventures/consortium, as the true translation, which will govern and will be used for interpreting the information.
- 1.4 Failure to provide information as mentioned below, that is essential to evaluate the Applicant's qualifications, or not to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Applicant.
a) Information's called for in the envelope -1.
Wherever financial statements are required to be furnished for the last five years, the five years period shall be deemed to be ending **31st March, 2011**.
- 1.5 Applicant (All partners in case of Joint Venture/ *Consortium* or duly authorized representative is/are required to put his/their signature on each page of the document and its enclosures as token of acceptance for all contents of documents. Electronic signatures will not be acceptable.
- 2. General**
- 2.1 Bidders will be required to provide bid security in the form of a NSC / FDR/CDR or a **Bank Guarantee** from a Nationalised/Scheduled bank of the Bidder's choice located in India for an amount to be specified in bid document. The successful bidder will be required to provide 10% performance security. Examples of acceptable forms will be supplied with the bidding documents.
- 2.2 The Employer reserves the right to
- a. Amend the scope and value of any contract(s) to be bid.
 - b. Reject or accept any application; and
 - c. Cancel the tender process and reject all applications.
- The Employer shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for them.
- 2.3 Successful applicants will be informed by the Employer in writing by fax or courier, within 180 days from the date of opening of the tender. However, the applicants are advised to enquire regarding their status of Technical & Financial Evaluation from the Office of the General Manager(Peyjal),U.P.Jal Nigam, Lucknow
- 2.4 Even though the applicants appear to meet the required criteria, they are subject to be **disqualified** if they have:
- Made misleading or false representation in the form, statements and attachments submitted; and/or
 - a record of poor performance such as abandoning the work, not properly completing contracts, inordinate delays in completion, litigation history, or financial failures, etc.
- 3.Performance Guarantee**
- 3.1 The successful Contractor after completion of the works shall remain fully responsible for the satisfactory performance of works till **24** months period from the day of taking over of the works by the owner after **6** months satisfactory test and trial run.
- 4. Over all Evaluation**
- 4.1 The Employer's decision on matter of evaluation results will be final and binding to all participants. The Employer reserves the right to accept and or reject any or all the proposals without assigning any cause thereof. No enquiry /clarification shall be entertained on the evaluation results neither the Employer will remain bound to provide any such clarifications on such results.
- 5.Validity** Offer Validity shall be 180 days from the date of opening of tender
- 6.Prerequisites** Form 1a TO Form 1k, filling of which is mandatory.

General Manager (Peyjal)
U.P. Jal Nigam,
Lucknow

Certified that I have thoroughly understood the contents above and has given due considerations for above contents in my quoted rates.

Signed by contractor/Firm

DECLARATION FORM-I a
(EARNEST MONEY)

I/We deposit herewith an Earnest Money for Rs..... in the following form as per clause of Instruction to Bidders

I/We also agree to deposit requisite security money as per clause of this tender document.

The details of deposit of Earnest Money are given below:

Sl.No.	Description	Amount Rs.	Name of Issuing Bank/Post Office
---------------	--------------------	-------------------	---

DATE

SIGNATURE & SEAL

ADDRESS

NAME

DECLARATION FORM-I b
(AFFIDAVIT OF BID VALIDITY)

IMPORTANT :-

- 1- This agreement is to be furnished positively at the time of submitting the tender.
- 2- The agreement is to be typed on stamp paper worth Rs. 100/- duly signed affixing the revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

AGREEMENT FORM

Tender invited by.....
.....

Tender for
.....

Tender Notice No. & Date
.....

Name of Tenderer
.....

IN CONSIDERATION of the U.P. JAL NIGAM / Jalkal Vibhag,LNN having treated the tenderer to be an eligible person, whose tender may be considered, the tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening the tender, also to the condition that if, thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited to the U.P. JAL NIGAM/ Jalkal Vibhag,LNN debarred from tendering for a period of one year reckoned from the date of opening of the tender in the discretion of the later.

Signed this.....day of 20.....

Signed by :-

(TENDERER)
Signature & Seal

Witness :-

1.....

2.....

DECLARATION FORM-I c

शपथ-पत्र

मैं पुत्र श्री
..... निवासी.....
(स्थायी पता).....
(अस्थायी पता)का निवासी हूँ।
मैं शपथपूर्वक निम्न घोषणा करता हूँ ।

राजपत्रित अधिकारी
द्वारा प्रमाणित पासपोर्ट
साइज को नवीनतम
फोटोग्राफ चस्पा किया
जाए

1. मैं संबंधित विभाग का ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण संलग्न किया जाये) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं (संबंधित विभाग का नाम भरा जाये) के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ । मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. संबंधित विभाग द्वारा जो (कार्य का विवरण लिखा जाये) कराने की निविदा निर्गत की गयी है विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण पत्र, चरित्र प्रमाण पत्र, हैसियत प्रमाण पत्र / आयकर प्रमाण पत्र / व्यापार कर प्रमाण पत्र / बिड सिक्वोरिटी प्रमाण पत्र / बीड कैपिसिटी प्रमाण पत्र/ जमानत धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं० है। (आयकर विभाग द्वारा प्रदत्त प्रमाण पत्र संलग्न किया जाये)
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है । यहीं पूरा विवरण दिया जाये।
 1. मुकदमा नम्बर
 2. धारार्यें
 3. थाना
 4. जनपद
 5. न्यायालय (जहां मुकदमा चल रहा है)
6. मैं संबन्धित विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असमाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों /असामाजिक गतिविधियों व संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी/ मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कार्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कर दें।
9. मैं अनुबंध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।

10. मेरा कार्य एवं आचरण उत्तम हैं।

11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है –

(अ) स्थाई पता (दूरभाष सहित)

.....(ब) अस्थायी पता (दूरभाष सहित).....

.....

(यहां पूरा पता दूरभाष सहित एवं पिन कोड सहित लिखा जाये)

12. मैं शपथपूर्वक घोषणा करता हूँ कि उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन आता है तो इसकी सूचना मैं तत्काल संबंधित प्राधिकृत अधिकारी, और जिला मजिस्ट्रेट/ कलेक्टर को दूंगा।

13. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिये मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाये)..... द्वारा प्राप्त करके मूल रूप से संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इन हैसियत प्रमाण पत्र का उपयोग अन्य कार्यों के लिये नहीं किया जायेगा।

14. मैं अपनी पूर्ण जानकारी में पूरे होशों हवाश में स्वस्थ चित्त से पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिख कर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक

शपथी का पूरा हस्ताक्षर

पूरा नाम-

पता-

नोट-1. यह स्वघोषणा शपथ पत्र रू0 100/- (रू0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यों में सत्यापित कराते हुए दिया जायेगा।

2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।

3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ -पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

Form No. -1d
DECLARATION FORM-II

(To be submitted in separate envelop along with Earnest Money)

Should my/our offer is accepted, I/We hereby agree to abide and fulfill the terms & conditions annexed here to and within 10 days of the date of receipt of an information of acceptance of my/our offer from the **General Manager(Peyjal), U.P. Jal Nigam, Lucknow**, I/We shall communicate in writing my/our acceptance of such offer and shall also execute an agreement embodying the conditions here to attached. I/We also agree that the drawing specification, terms and condition set forth in the offer from the **General Manager(Peyjal U.P. Jal Nigam, Lucknow** together with its acceptance thereof in writing by We/us shall form part of the agreement.

I/We further agree that in the event of my/our failure to convey my/our acceptance of the offer from the said Superintending Engineer within 10 days (Ten days) of its receipt as above, the Superintending Engineer **General Manager(Peyjal)** may withdraw the offer and forfeit the earnest money deposited by me/us.

Date.....the.....day of2011

Tenderer

SIGNATURE & SEAL
NAME
ADDRESS

Witness:

SIGNATURE
NAME
ADDRESS

The accompanying tender is hereby accepted by me on behalf of U.P. Jal Nigam, **Lucknow**.

Signature of the Officer
By whom accepted

Note:

Tenderer should fill in the above agreement form on a non-judicial stamp paper of Rs. 100.00 of U.P. along with a revenue stamp of Rs. 2.00 affixed on it. The validity period will be **180 days** from the date of opening of tender.

The tenders in whom the above agreement form is not properly filled in as described above are liable to be rejected.

FORM – 1e

**STATEMENT SHOWING WORKS OF SIMILAR NATURE EXECUTED
BY THE TENDERER**

Sl. No.	Name and work with Capacity & Number	For whom executed	Amount of work	Year of execution	Remarks
------------	---	----------------------	-------------------	----------------------	---------

Note: Performance certificate of the executed works of government engineering department are to be submitted. The certificate should have been issued by an official of the rank not less than Executive Engineer.

Place.....

Date.....

Signature.....

Name.....

Address.....

.....

FORM - 1f

**LIST OF WORKS IN HAND AND THEIR POSITION PRESENTLY REGARDING
TIME OF THEIR COMPLETION**

Sl. No.	Name of work with capacity & Number	Client	Amount of work Rs. (Lacs)	Anticipated date of completion
---------	---	--------	------------------------------	-----------------------------------

Place.....

Date.....

Signature.....

Name.....

Address.....

.....

FORM – 1g

**LIST OF TOOL AND PLANT AND EQUIPMENT HELD AND PROPOSED
TO BE USED ON THE WORKS.**

Sl. No.	Name and Capacity of the plant	No. Held	No. to be used at site	Remarks
----------------	---------------------------------------	-----------------	-------------------------------	----------------

Place.....
Date.....

Signature.....
Name.....
Address.....
.....

FORM - 1h

**STATEMENT OF TECHNICAL PERSONNEL AND TRADESMEN HELD ON ROLL
(As On Date of Submission Of Application)**

Name of Contractor.....
Address
.....
.....

S.No.	Particulars			Remarks
	Post	No.	Experience Years	
	Graduate Engineers Engineer (Diploma holders) Junior Engineers Supervision/Forman/Meter readers			
	Fitters Electrician Skilled Labour Unskilled Labour			

Place.....
Date.....

Signature.....
Name.....
Address.....
.....

FORM -1 i

FINANCIAL STATUS

Sl. No.	Particulars	Remarks
1.	Name.....	
2.	Address.....	
3.	Total Liabilities	Rs.....
4.	Total Assets	Rs.....
5.	Current Liabilities	Rs.....
6.	Bank over draft	Rs.....
7.	Net worth	Rs.....
8.	Liquid assets	Rs.....
9.	Outstanding Stock	Rs.....
10.	Current assets	Rs.....
11.	Bank reference	Attach Separately
12.	Solvency amount	Rs.....
13.	Annual turnover for last three years (Give separately for each year supported by balance sheet)	Rs.....
14.	Financial capacity	Rs.....
15.	Bid Capacity	Rs.....
16.	Value of contracts for which firm would tender	Rs.....

Note: All the above data shall be as of 30 days prior to the date of submission.

Place.....

Date.....

Signature.....

Name.....

Address.....

.....

Seal of Company

MANUFACTURERS AUTHORIZATION FORM

No. _____ Date _____

To,

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ do hereby authorize M/s _____ (Name and address of Agents) to bid, negotiate and concluded the contract with you against NIT No. _____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully.

(Name)
for and behalf of M/s
(Name of Manufacturers)

Note:- This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

FORM – 1k

DETAILS OF REGISTRATION

Departments	Particulars			
	Reg. No.	Date of Reg.	Class of Reg.	Reg. Valid upto
1.	CPWD			
2.	Railways			
3.	MES			
4.	UP PWD			
5.	UP Jal Nigam			
6.	PHED of Other states			

Place.....
Date.....

Signature.....
Name.....
Address.....
.....

FORM OF AGREEMENT(PART-A)

[To be filled in at the time of agreement by successful bidder on Rs. 100.00 Non Judicial Stamp Paper]

THIS INDENTURE made on the _____ day of _____ 2011 between

.....
(hereinafter called the Contractor) which expression shall, where the context so admits or implies be deemed to include his heirs, executors and administrators of the one part, AND the Chairman of U.P. Jal Nigam (hereinafter called the Chairman) which expression shall, where the context so admits or implies, include his successors and assigns of the other part. WHEREAS the said Chairman required the execution of certain works for...Supply of Water Meters of Different Sizes as perSchedule-G(Part-A)herein attached with this tender.....
.....
.....

(hereinafter called the said work which said works are more particularly described in the drawing and specifications hereto annexed AND ALSO requires the provisions of the necessary material therefore and have caused the necessary drawings and specification and schedules of rates to be prepared and the contractor has delivered to the said Chairman has accepted such tender subject to the provisions and conditions hereto attached. NOW THIS IDENTURE WITNESSETH as follows:

In consideration of the covenant, for the payment by and on behalf of the said Government hereinafter contained, the contractor hereby covenants with the Chairman that he will supply all necessary material, labour, T&P etc. and execute and complete the work in a thoroughly sound and workmanlike manner, afterwards maintain for the requisite period, stated specifications and schedule of rates hereto attached, signed by the contractor, and as explained in the said drawing hereto attached, and in accordance, in every respect, with the requirements, stipulations hereto attached.

In consideration of the covenants by the contractor hereinafter called the said Chairman hereby covenant with the contractor to pay to him for the execution, completion and maintenance of the work as afore said according to the rates given in the schedule of rates hereto attached, and at the times and in the manner and subject to the additions and deductions set out, and declared in the said conditions hereto attached.

IT IS HEREBY AGREED AND DECLARED that all the provisions of the said conditions, drawings, specifications and schedules of rates marked.

and

hereto attached shall be as binding upon the Contractor and upon the said Chairman as if the same had been repeated herein and shall be read as part of these presents.

In witness where of the parties hereto have affixed their signature the.....day.....2011

Witness:1

Signature & Seal of Contractor

Signed on behalf of the Chairman by

Witness:2

Designation of Officer (U.P. JAL.NIGAM.)

Witness:3

FORM OF AGREEMENT(PART-B)

[To be filled in at the time of agreement by successful bidder on Rs. 100.00 Non Judicial Stamp Paper]

THIS INDENTURE made on the _____ day of _____ 2011 between

.....
(hereinafter called the Contractor) which expression shall, where the context so admits or implies be deemed to include his heirs, executors and administrators of the one part, AND the Chairperson ULB/Lucknow Nagar Nigam (hereinafter called the General Manager, Jalkal Vibhag, LNN) which expression shall, where the context so admits or implies, include his successors and assigns of the other part. WHEREAS the said Chairperson required the execution of certain works for "Installation Of Water Meters Of Different Sizes At Consumer Point Including Meter Reading And Subsequent Billing And Maintenance For A Period Of 5 Years As Per Schedule-G(Part-B) herein attached with this tender.....

.....
.....
(hereinafter called the said work which said works are more particularly described in the drawing and specifications hereto annexed AND ALSO requires the provisions of the necessary material therefore and have caused the necessary drawings and specification and schedules of rates to be prepared and the contractor has delivered to the said Chairperson has accepted such tender subject to the provisions and conditions hereto attached. NOW THIS IDENTURE WITNESSETH as follows:

In consideration of the covenant, for the payment by and on behalf of the said ULD/LNN hereinafter contained, the contractor hereby covenants with the Chairperson that he will supply all necessary material, labour, T&P etc. and execute and complete the work in a thoroughly sound and workmanlike manner, afterwards maintain for the requisite period, stated specifications and schedule of rates hereto attached, signed by the contractor, and as explained in the said drawing hereto attached, and in accordance, in every respect, with the requirements, stipulations hereto attached.

In consideration of the covenants by the contractor hereinafter called the said Chairperson hereby covenant with the contractor to pay to him for the execution, completion and maintenance of the work as afore said according to the rates given in the schedule of rates hereto attached, and at the times and in the manner and subject to the additions and deductions set out, and declared in the said conditions hereto attached.

IT IS HEREBY AGREED AND DECLARED that all the provisions of the said conditions, drawings, specifications and schedules of rates marked.

and

hereto attached shall be as binding upon the Contractor and upon the said Chairperson as if the same had been repeated herein and shall be read as part of these presents.

In witness where of the parties hereto have affixed their signature the.....day.....2011

Witness:1

Signature & Seal of Contractor

Signed on behalf of the Chairperson ULB by

Witness:2

Designation of Officer (Jalkal Vibhag ,LNN)

Witness:3

UTTAR PRADESH JAL NIGAM

(General Conditions, Technical Specifications)

GENERAL IMPORTANT NOTES

1. The tenderers are advised:-

- A. To visit the site so as to ascertain the local conditions, market availability of materials and quote rates accordingly. The WATER METERS are to be installed at LUCKNOW; hence accordingly work is to be planned. For installation of meters necessary distance pieces/tail piece/socket/union/check nuts/ Ferrule and all other required jointing material joints of suitable size may be required, provision of the same is to be made in the job of installation. If necessary, Masonry chamber with M.S. Cover has to be provided with individual meter for protection of the same against any damage.
 - B. To quote the rates strictly as per the language of Schedule-G and tenderers should not quote or write any condition which is not required in Schedule-G or any where in the document. Rates are to be quoted inclusive of all taxes and duties FOR Lucknow.
 - C. To read carefully the specifications, terms and conditions, work out their own quantities and rates before quoting the rates.
 - D. To quote the rates item wise for every item (As given in Schedule-G) including supply of all materials, labour, T&P required for proper completion of work, whether clearly mentioned herewith or not. No extra claims shall be entertained on this account.
2. The quantities are approximate and can vary to any extent on either side. No extra claim shall be entertained on this account. The contractor will be paid on the basis of the actual measurement of finished item of work, executed by him.
 3. Tenders with absurd rates are liable for rejection.
 4. Stamp duty charge shall be borne by the tenderer as applicable at the time of award of the contract.
 5. It is mandatory for contractor to enter into an agreement with ULB i.e. Part-B of this contract. If required contractor may form a consortium or Joint venture firm for this work. However the prime contractor i.e. supplier shall be responsible for over all and successful completion of the work.

Signature of GM (Peyjal)

Signature of contractor

DEFINITIONS AND INTERPRETATIONS

1.0 TERMS:

The important terms which shall be used in the contract documents are defined herein. The terms shall have the meanings described which shall be applicable to both the singular and plural thereof and where applicable masculine and feminine in gender.

1.01 ADDENDA AND CORRIGENDUM:

Written or graphic notices issued prior to submission of the tender which modify or interpret the contract documents.

1.02 TENDER/BID:

The offer or proposal of the tenderer submitted in the prescribed form setting forth the prices for the work to be performed and the details thereof.

1.03 TENDERER/BIDDER:

Any person, firm, corporation or organization submitting a tender for the works.

1.04 OWNER:

The term owner means the U.P. Jal Nigam represented by the Chairman, Managing Director, Chief Engineer, the Superintending Engineer/General Manager or any other officer authorized by the Managing Director.

1.05 EMPLOYER:

The term Employer means the General Manager, **U.P. Jal Nigam, Lucknow.**

1.06 ENGINEER:

The term Engineer shall mean the Project Manager appointed by the owner to undertake the duties and powers, assigned to the Engineer by these specifications acting directly or through his authorized representatives. The term Engineer is referred to throughout the contract documents, as if singular in number, and means the Engineer or his authorized representative including the Engineers, employees, agents and consultants.

1.07 ENGINEER'S REPRESENTATIVE:

Engineer's representative means any Project Engineer /Assistant Engineer/Junior Engineer/ Assistant Project Engineer appointed from time to time by the owner or. Engineer to perform the duties as set forth whose authority shall be notified in writing to the contractor by the Engineer.

1.08 CONSULTANT:

The firm or persons whose expertise has been sought by the owner to help and direct the works or parts there of.

1.09 CONTRACTOR:

The Contractor is the person, firm, corporation; joint venture/consortium or organization identified as such in contract Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term contractor or his authorized representative applies to both.

1.10 SUB-CONTRACTOR:

The Sub-Contractor is the person, firm, corporation named in the contract as a sub contractor for a part of works or any person to whom a part of works has been sub-contracted with the consent of the Engineer and the legal successors in title to such person, firm, corporation, but not any assignee of any such person, firm, and corporation.

1.11 SUPPLIER:

The supplier is the person, firm, corporation named in the contract as a supplier for supply of material, equipment etc. whom has been contracted for supply of material, equipment etc. with the consent of the Engineer and legal successors in title to such person, firm, corporation built not any assignee of any such person, firm, corporation.

1.12 PROJECT:

The project is the total contract work designed for or by the owner of which the work performed or constructed under the contract document may be whole or part there of.

1.13 CONTRACT DOCUMENT:

The Contract Document consists of the Contract Agreement, the notices/instruction and terms issued to Tenderers in the Instructions to Tenderer for the submission of Tenders, the Contractor's Tender, the Tender Security, the Notice of Award, the Notice of proceed, the General Conditions of Contract, the Specifications, the Performance Bond, the Drawings, all Addenda and Corrigendum and all communications between the owner or Engineer and the tenderer.

1.14 CONTRACT PRICE:

The total money payable to the Contractor under the Contract Documents, before award is termed as cost of Contract for submission of Earnest Money/Security Deposit. But the actual Contract price will be the cost of Contract at the time of award plus cost of any variation during the execution, as agreed upon.

1.15 CONTRACT TIME:

The number of consecutive calendar months for satisfactory completion of the work including trial run period and maintenance period, if any, as stated in the executed Contract Agreement.

1.16 DRAWINGS:

The Drawings or exact reproduction which show the scope and character of the work to be executed and which have been approved by the owner, and are appended to, in the contract Documents. The terms Drawing and Plan have the same meaning as the term Drawings unless otherwise stated or specified.

1.17 WORKS:

The expression "works" or "work" where used in these conditions shall, unless thereby something in the subject or context repugnant to such construction, be construed to mean the work or the works contracted to be executed under or in virtue, of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

1.18 TEMPORARY WORKS:

Temporary works means all temporary works of every kind required for the performance of the contract.

1.18 STANDARDS:

It refers to Indian-Standards issued by the Bureau of Indian Standards along with ISO 4064 certificates. All materials and workmanship which form part of this project shall conform to the relevant up to date amendment or in its absence any other Standards, as the Engineer may approve or direct. Equipment, materials or workmanship, having not included in I.S. Specifications can be according to other standards of CPHEEO manual or EEC / MID marked which ensures equivalent, or higher quality and which are acceptable by the owner before award of the work or during execution of the work.

1.19 SPECIFICATIONS:

The specifications cover the general terms, conditions and requirement of the contract and the materials supplied thereof and the workmanship required from the Contractor. The specifications form part of the Contract and are supplementary to the General conditions of contract.

1.20 CONTRACTOR'S EQUIPMENT:

Contractor's equipment means all equipment, appliances or things of what-so-ever nature required for executions, completions or maintenance of works, or temporary works, but does not include materials and other things intended to form the permanent work or the part thereof.

1.21 NOTICE OF AWARD:

The written notice by the owner to the Contractor that the Contractor is the successful Tenderer and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the stated time, the owner will execute the Contractor Agreement.

1.22 NOTICE TO PROCEED:

The written notice by the Engineer to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.23 SAMPLES:

Samples are physical examples furnished by the contractor to illustrate materials, equipment or workmanship and to establish standards by which the work will be judged at adjudication and as the work progresses.

1.24 SURETY:

The term surety refers to the banks that join with the contractor in assuming the liability for the faithful performance of the works and for the fulfillment of all obligations pertaining to the works in accordance with the contract documents by issuing the Bonds required by the contract documents, which Bonds are legally enforceable.

1.25 BONDS:

Tender and performance Bonds i.e. Earnest Money Deposit and performance Security Deposit and other instruments of security furnished by the tender/contractor and his surety in accordance with the Contract Document, being legally valid in India and payable on demand to the owner.

1.26 VARIATION ORDER:

A written order to the Contractor signed by the owner or the Engineer ordering and authorizing an additions, deletion or revision in the works, or an adjustment in the Contract price or the Contract Time.

2.00 INTERPRETATIONS:

The word imparting the singular only shall also include the plural and vice versa unless it is repugnant to the context.

- 2.01** The Contract Documents are complementary and what is called for by one, is as binding as if called for by all. Any work that may be reasonably inferred from the Drawings or specifications as being required to produce the intended result be provided by the Contractor whether or not it is specifically called for. The contractor shall furnish and pay for all labour, supervisions, materials, equipment, transportation, construction equipment and machinery, tools, appliance, water fuel, power, energy, light, heat utilities, telephone and communications, temporary sanitary facilities, storage, services and incidentals of any nature, whatsoever necessary for the satisfactory and acceptable execution, testing, initials operation and completion of the work in accordance with the contract documents, ready for use, occupancy or operation by the Engineer.
- 2.02** Wherever the term 'specification' is used apart from specified standard specifications, it shall mean the specifications or plan prepared for a particular item as instructions to the contractor for executing that item of work
- 2.03** If the owner or the Engineer decides that the contract documents require changes, Corrections, clarifications or interpretation prior to the receipt of tenders , an appropriate 'Addendum' will be issued.
- 2.04** The owner, the Engineer and their officers, employees and agents will not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the contract documents given to tenderers during the Tender period in any manner other than in a written Addendum.
- 2.05** Written 'clarifications' or 'interpretations' necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with schedule agreed upon. Such clarifications or interpretation shall be consistent with or reasonably inferable from the intent of Contract Document and shall become a part thereof. Where there is a discrepancy between the Drawing and the specifications, such discrepancies should be promptly reported to Engineer and the Contractor shall obtain the Engineer's interpretation which shall be binding on the Contractor.
- 2.06** The following procedure should then be followed to arrive at the correct 'schedule of prices' and grand totals.
- (i) In case of difference between the rates, if written in figures and words, the rate in words shall apply.
 - (ii) In case the totals (in part or grand total) as struck by the contractor are found to be incorrect arithmetically, the same shall be corrected taking the unit rates of the items correct and multiplying them by the corresponding quantities.
- 2.07** Signed drawings alone shall NOT BE DEEMED TO BE in order for work unless it is entered in the agreement or schedule of drawings under proper attestation of the Contractor and the Engineer or unless it has been sent to the Contractor by the Engineer with a covering letter conforming that the drawing is an authority for work in the Contract.
- 2.08** Reference in the contract documents to any materials, item of equivalent, or type of construction by manufactures, name, make, catalogue, number or other proprietary identification shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Tender shall be based on the products or types of construction so referred to and contract documents. Where the works contractor and approved by a competent authority on behalf of the owner, such specifications with design and drawing shall form part of the accepted tender.
- 2.09** 'Addenda and Corrigendum' issued by the owner shall form a part of the contract document, and full consideration shall be given to all addenda and corrigendum in preparation of

tenders. Tenderer shall verify the number of Addenda and corrigendum issued, if any, and acknowledges the receipt of all Addenda and corrigendum to the owner. Failure to be aware of such information, which may affect the requirements of the Tender, will cause the Tender to be rejected.

- 2.10** In the Intending Tenderers, own interest, they are advised to see 'the site of work' with particular reference to access, road and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources, labour (skilled and unskilled) and all relevant factors as might affect their rate. A tenderer who submits a tender will be deemed to have inspected the site and made proper study of all relevant factors.

General Manager

GENERAL INSTRUCTIONS TO BIDDERS

1.0 RATES:

The tendered rate includes supply of all materials, labour, T&P at the site of work, which are required for execution of the item of works as mentioned in Schedule-G and other terms and conditions mentioned in the tender documents.

- 1.01 The contractor should keep in view the fluctuation in market rates during the time of acceptance of tender, being a firm tender, no claims, whatsoever, will be entertained on this account. The validity of tender shall be 180 days during which rates quoted shall remain firm and open.
- 1.02 Once the tenders have been opened, no request for consideration of any alteration in their offer shall be entertained.

2.0 QUALIFICATION OF THE BIDDER:

The Bid of only those bidders registered with U.P. Jal Nigam in requisite class & category. Qualification shall be based on information given in Form 1a to Form 1b and as described in Tender Notice.

3.0 TERMS & CONDITIONS:

A. PURCHASE OF TENDER DOCUMENTS:

Tender documents may be obtained from the following offices on any working day between **10.30 hours to 17.00 hours up to -----2011.**

- (i) Chief Engineer (Lucknow), U.P. Jal Nigam, Suraj Kund, Lucknow
- (ii) Office of District Magistrate, Lucknow.
- (iii) General Manager (Peyjal), U.P Jal Nigam, 2-Lal Bahdur Shastri Marg, Lucknow.
- (iv) General Manager ,Jalkal Vibhag, LNN, Aishbagh, Lucknow
- (v) Project Manager, Construction Unit, U.P. Jal Nigam, C-1017, Indira Nagar, Lucknow.
- (vi) Project Manager (Peyjal-II), U.P. Jal Nigam, III rd WTP Campus, Kathauta, Gomti Nagar, Lucknow

The earnest money must be enclosed with the tender in a **separate envelop** in Envelop No 1 in the shape of FDR/CDR / NSC of a Nationalized/Scheduled Bank/ Post office duly pledged in the name of the Project Manager, Construction Unit, U.P. Jal Nigam, Lucknow. **Offers received without valid earnest money deposit shall not be considered and will be rejected.**

B. ELIGIBILITY:

- (i) Tender document shall be sold to contractors and firms as given in tender notice who are experienced class 'A' contractors registered in U.P. Jal Nigam. The contractor who is not registered in UP Jal Nigam, but has expertise in such works may also obtain tender document provided that he gets himself registered in U.P. Jal Nigam in respective category before the date of opening of tender.

C. RIGHT TO REJECT:

Engineer reserves the right to reject any or all tenders without assigning any reasons thereof.

4.0 BIDDING DOCUMENTS:

- 4.01 The bidders are expected to examine carefully the contents of the bid documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. **Bids which**

are not substantially responsive to the requirements of the bidding documents will be rejected.

- 4.02 All tenderers are informed that where a tender deviates in any respect from the condition etc. specified in this tender documents and gives his own terms/conditions (other than those in tender documents), his bid will be taken as a conditional bid which is liable to be rejected.

5.0 EARNEST MONEY:

- 5.01 Earnest money as per tender notice valid for a minimum period of 180 days (from the date of opening of tender in the form of FDR/CDR of a Nationalized/Scheduled Bank or NSC duly pledged in favour of the **Project Manager, Construction Unit, U.P Jal Nigam, Lucknow**, should be put in a **separate envelops and tagged to the sealed envelops containing the bids**. No earnest money in any other shape shall be accepted.
- 5.02 Tender document without proper earnest money will be invalid and shall not be opened. Even Central/State Govt./Undertaking department is not exempted from deposit of earnest money. Earnest money should be submitted along with the tender in a separate cover so as to satisfy that sealed price bid is to be opened or not, after checking the particulars of the earnest money documents.
- 5.03 The earnest money of unsuccessful bidders will be returned as promptly as possible, but not later than 180 days after the expiration of the period of bid validity.
- 5.04 The earnest money submitted by the successful tenderer with the bid will be adjusted against the security money to be deposited at the time of signing of the agreement, In case the successful tenderer furnishes the required security money in full at the time of signing of the agreement, the earnest money submitted with the bid will be returned when the agreement has been signed.

6. SECURITY DEPOSIT:

The amount of security (including earnest money) to be deposited by successful tenderer for the due performance of all the conditions of contract, shall be sum equal to 10% of the tendered cost of the whole work to be deposited with the **Project Manager, Construction Unit, U.P Jal Nigam, Lucknow** within 10 days of being called upon to do so after the acceptance of the tender. This will be in the shape of CDR/FDR or Bank Guarantee of a Nationalized/Scheduled Bank duly pledged in favour of **Project Manager, Construction unit, U.P Jal Nigam, Lucknow** and shall be valid for full contract time plus the defects liability period of 24 months plus full maintenance period of 5 years. The stamp duty on bank guarantee shall be payable as per notification of government of U.P. circulated vide notification no. 3634/11-2004-500 (136)/2003 TC dt. 3.7.2004 Stamp duty on security deposit as per rules shall be borne by the contractor.

7 MODE OF SUBMISSION OF BIDS:

- 7.01 Tender document shall be issued in duplicate. The tenderers should submit their bids in sealed envelopes in duplicate (one original & one duplicate). Specific documents shall be submitted in sealed envelopes of appropriate size and each of which shall be kept in one sealed envelope.
- (i) Envelope marked No.1 shall contain earnest money deposit to be furnished.
- (ii) Envelope marked No.2 shall contain the declaration forms, Technical & Financial documents, Form 1a To Form 1b.
- (iii) Envelope No.-3 shall be submitted containing Schedule-G, Part-A & B.
- 7.02 The sealed envelopes shall be addressed to the **General Manager (Peyjal), U.P Jal Nigam, Lucknow** and shall prominently super-scribed at the top with the following information.
1. Envelop No. _____

2. Name of work _____
3. Tender Notice No. _____
4. Name of Contractor _____

7.03 Tenders shall be received by any of the following:

- (i) Chief Engineer (Lucknow), U.P. Jal Nigam, Suraj Kund, Lucknow
- (ii) Office of District Magistrate, Lucknow.
- (iii) General Manager (Peyjal), U.P Jal Nigam, 2-Lal Bahdur Shastri Marg, Lucknow.
- (iv) General Manager ,Jalkal Vibhag, LNN, Aishbagh, Lucknow
- (v) Project Manager, Construction Unit, U.P. Jal Nigam, C-1017, Indira Nagar, Lucknow.
- (vi) Project Manager (Peyjal-II), U.P. Jal Nigam, 3rd WTP Campus, Kathauta, Gomti Nagar, Lucknow

In their offices upto **15.00 hrs on -----2011** as per tender notice/corrigendum. Tenders may also be sent by post but they should reach the office of the receiving authority within the stipulated time. No tender shall be received after expiry of the stipulated date and time.

7.04 In case the date of opening of the tender is declared a public holiday, the tenders shall be opened on the next working day. And also if the last date for sale of tenders is declared a public holiday, the tenders will be sold up to previous working day only.

8.0 CLASSIFICATION OF TENDERERS:

If the tender is made by an individual it shall be signed by the individual with his full name and current address underneath.

8.01 If the tender is made by a firm in partnership, it shall be signed by all partners of the firm with their full names and current addresses, or by a partner holding the power of attorney by the firm for signing the tender in which case a certified copy of power of attorney shall accompany the tender. A certified copy of the partnership deed, current address of all partners of the firm shall also accompany the tender.

8.02 If the tender is made by a limited company or a limited corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney with evidence of its currency shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded

8.03 All witnesses and securities shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

9.0 SCHEDULE OF PRICES:

9.01 The tenderer should quote their rates for every item given in schedule 'G'.

9.02 All duties, taxes and other levies under the contract or for any other clause shall be included in the rates/prices/the total bid prices submitted by the bidder, and the evaluation and comparison of bids by the owner shall be made accordingly.

10.0 PREPARATION OF TENDERS:

The tenderer is required to study carefully the tender documents and prepare his tender to comply with all the provisions thereof, submission of a tender shall be taken as an evidence and confirmation that the tenderer has acknowledged all the provisions of the tender documents and has fully acquainted himself with site conditions and all factors which may influence the preparation of his tender for the work up to the completion.

10.01 Tender for the works shall be submitted in the form provided in the Tender Document and shall be completed in accordance with the requirements of the documents. The tender shall

be disqualified if complete information as called for in the tender documents are not fully furnished.

- 10.02 The tender shall be prepared in indelible ink and legibly written. Overwriting shall not be allowed, corrections should be avoided but if indispensable, the portion to be corrected shall be scored through under signature of the Tenderer and written afresh.
- 10.03 The tender is to be signed at all places indicated in the tender documents and where required, the signature is to be duly witnessed the persons signing on behalf of the tenderer must have legal authority to do so and if subsequently asked for the Tenderer shall have to satisfy the Owner about the same.
- 10.04 Stamp duty charges shall be borne by the tenderer at the prevailing rate at the time of award of the contract. The contract agreement will be executed on non judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.

11.0 VALIDITY OF TENDER:

The tender shall be valid for a period of not less than 180 days from the date of opening of the tender.

- 11.01 Normally allotment of the work shall be decided within 180 days as stipulated in NIT. However due to circumstance/reasons requiring extension of validity of period, all the bidders will be required to extend the validity period including extension of validity period for Earnest Money Deposit for the extension period demanded by the Engineer.

12.0 BIDS OPENING AND EVALUATION

12.01 BIDS OPENING:

- i The envelope no. 1 containing EMD, shall be opened first. Thereafter envelop no. 2 shall be opened, then financial Bid shall be opened by the **General Manager (Peyjal), U.P. Jal Nigam, Lucknow, at 15.30 hr. on -----2011** in the presence of bidders or their representatives who choose to attend.

12.02 BIDS EVALUATION

The evaluation and comparison of financial bid which are according to the requirements of the tender documents will be evaluated and after working out final cost of various tenders, tender will be awarded to most suitable tenderer. The tender may be decided for each size of water meter independently on the basis of lowest rate and the work may be allotted to more than one bidder.

- 12.03 The owner reserves the right to accept or reject any or all tender or to waive any formality, minor deviation, or omission without assigning any reasons thereof.
- 12.04 Any political/administrative pressure by the contractor upon the owner, of canvassing directly or indirectly in favour of his offer, will render his tender liable to rejection. Such tenderer will be debarred from participating in any tender in respect of the works of U.P Jal Nigam.

GENERAL MANAGER

CONDITIONS OF CONTRACT

(Part – I)

1. INTRODUCTION:

In these conditions and in the specifications which are here to attached the term. “**The CHIEF ENGINEER**” shall mean the Chief Engineer, (Lko. Zone) U.P. Jal Nigam, Lucknow. “The GENERAL MANAGER” shall mean the **General Manager (Peyjal)**, U.P. Jal Nigam, Lucknow for Part-A and **General Manager ,Jalkal Vibhag ,LNN for Part-B.** “**The PROJECT MANAGER**” shall mean the **Project Manager, Construction Unit, U.P. Jal Nigam, Lucknow for Part-A and concerning Zonal Executive EngineerJalkal Vibhag for Part-B,** herein after called the Engineer. “WORKS or WORK” where used in these conditions and specifications shall , unless there be something either in the subject or context, repugnant to such construction be construed and taken to mean “Work” by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered substituted or additional.

2. TIME FOR COMPLETION OF WORK:

The time allowed for carrying out the work shall be **12** calendar months for Part-A+ 6 months for trial and testing and **60** calendar months for Part-B and shall be strictly observed by the contractor and shall be reckoned from the date of the receipt of the written order to commence the work.

3 CONTRACTOR’S LIABILITY TO PAY COMPENSATION:

3.01 The works shall through-out the stipulated period of the contract be proceeded with all the due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation an amount equal to ----- percent for every day that works remain un commenced, or unfinished after the stipulated date of the contract. In the event of the contractor failing to comply with this condition he shall be liable to pay compensation as mentioned in this clause. PROVIDE ALWAYS that the entire amount of compensation to be paid under the provision of the clause shall not exceed ten percent of the cost of works.

4. RIGHT OF BREACH OF CONTRACT:

In any case in which any clause or clauses of these conditions the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit, the Engineer on behalf of the Chairman of Uttar Pradesh Jal Nigam shall have power to adopt any of the following clauses as he may deem best suited in the interest of Government:

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) and in which case the security deposit of the contractor together with such sum or sums due to him under the contract shall stand forfeited and be absolutely at the disposal of the Engineer.
- (b) Determine the contract and call in other contract or, or employ daily labour to dismantle bad work if necessary (the bad work to be certified by the Engineer whose decision shall be final) and to renew and complete the said works and pay the cost of such contractor for daily labour and price of materials required for such dismantling, renewing and completion out of the said security deposit or such sum or sums as may be due to the contractor under this contract, and if such cost be more than the amount made up the security money and the sum or sums due to the contractor under this contract the difference between it and the sum made up by the security money and the balance due to the contractor as aforesaid shall be a debt due from the said contractor.

In the event of either of the above courses being adopted by the Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any agreements, or made any advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, 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 shall have 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.

5. NON-EXERCISE OF CONTRACTOR LIABILITY TO PAY COMPENSATION:

In any case in which any of the powers confirmed upon the Engineer by clause 4 thereof shall have become exercisable and the same shall not constitute a waiver of any of the conditions hereof, and such power shall not withstand by exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer putting in force either of the powers (a) or (b) vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools, plant, materials and store in or upon the site thereof or belonging to the contractor or procured by him intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at prevailing market rates, such rates to be certified by the Engineer whose certificates thereof shall be final otherwise the Engineer may issue notice in writing to the contractor or his other authorized agents to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice, and) in the event of the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer as the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

6. EXTENSION OF TIME:

If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution, or any other ground, he shall apply in writing on prescribed format to the Engineer within seven days after the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer shall, if in his opinion has been brought for on reasonable grounds shall decide for such extension of time, if any, as may, in his opinion, be necessary and proper.

7. ENGINEER CERTIFICATE OF COMPLETION:

On completion of work the contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the works shall have been measured up by the Engineer whose measurement shall be binding and conclusive against the contract and the contractor shall have to remove from the premises on which the work has been executed all SCAFFOLDING, surplus materials and rubbish and cleaning off all dirt and debris in, upon or about the premises of which he may have had possession for the purpose of the executing the said works. If the contractor fails to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off all dirt and debris on or before the date fixed for the completion of the work the Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he think fit and clean off such dirt and debris as aforesaid and the contractor shall forth with pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof after deducting the aforesaid expenses.

8. PAYMENTS:

Final payment shall be made after a lapse of 12 months of completion of work.

- i) 75% of the quoted price (supply of materials) shall be paid on receipt of the equipment at site.
- ii) 75% of installation charges shall be paid after satisfactory installation at consumer's doorstep.
- iii)a 15% of the quoted price (supply of materials) along with 15% of installation charges shall be paid after satisfactory completion of trial and test run of six months.

- iii) The balance 10% of this contract value will be released after defect liability period of 24 months i.e. satisfactory completion of the work after furnishing a written guarantee by the firm for another 36 months against a faulty design, workmanship and materials.
- iv) The processing of payment through bank may take minimum one month time from the date of submitting the paper/bill for which no claim shall be admissible.
- v) Meter reading and billing charges shall be admissible /payable one month after monthly realization of revenue of particular month as a percentage of collected revenue as quoted in Schedule –G (Part-B).

In case, it is not possible to install, test and run the equipments or if the installation is too much delayed for any reason for which the supplying firm is not responsible, the next 5% amount i.e. of item (iia) as above of the work to the extent already completed will also be released to the firm after the expiry of 12 months from the date of receipt of the last consignment. The balance 10% shall be released after having a written undertaking from the firm that they will be responsible for defect liability period and workmanship and materials during the period of running for the first 24 months of the equipments whenever it is installed. However the contractor shall revalidate the 10% security as per revised date of completion as intimated by the department.

9. BILL TO BE SUBMITTED ON PRESCRIBED FORM:

The contractor shall submit all bills on the prescribed forms to be had on application at the office of the Engineer and the charges in the bill shall always be entered at the rates given in the Schedule of Rates hereto attached or in the case of an extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter to be approved by the competent authority on the basis of schedule of rates of U.P Jal Nigam.

10. STORES SUPPLIED BY GOVERNMENT:

No material shall be supplied by the department. All the required material shall be arranged by the contractor at his own cost.

11. MATERIALS AND PLANT OF CONTRACTOR:

All materials brought by the contractor upon the site of the works shall be deemed to be the property of the owner and shall not on any account be removed from the site of the works during the execution of the works and shall at all times be open to inspection by the Engineer. The Engineer on the completion of the works or upon the stoppage of the works as provided for in clause 14 of this contract shall have an option of taking over any such unused materials at prevailing market rates, with the provision that the price allowed to the contractor shall not exceed the amount originally paid by him for the same, as he (the Engineer) shall desire upon giving a notice in writing under his signature and **within fifteen days** of the completion of the works to that effect, and all materials not so taken over by the Engineer shall have no claim for compensation on account of any such materials as aforesaid which are not so taken over by the said Engineer, unused by him (the contractor) or for any wastage in or damage to any such materials.

12. WORKS TO BE EXECUTED IN ACCORDANCE WITH THE SPECIFICATIONS:

The contractor shall execute the whole and every part of the work in a most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the drawing and instructions in writing relating to the work signed by the Engineer.

13. ALTERATION IN SPECIFICATIONS OF DRAWINGS:

The Engineer shall have powers, to make any alterations in, or additions to the original specifications, drawings and instructions that may be appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alteration shall not invalidate this contract, and any additional 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 respect on which he agreed to do the main work. The rates for the additional or extra works shall be minimum of the following:

- (i) The rates derived from the tendered rates for same item of the contract.
- (ii) The rates derived from the U.P. Jal Nigam Schedule of rates of the year in which the work is actually done for the Distt. Lucknow.

If the additional work includes any class of work for which rate can not be derived as above then such class of work shall be carried out at rates to be agreed upon between the Engineer and contractor in writing prior to the work being taken in hand. The time for the completion of the work shall be extended if supplied for by the contractor in writing in the proportion that the additional work bears to the original contract work and the certificate of the Engineer shall be conclusive as to such extension.

PROVIDED ALWAYS that if the contractor shall commence work or incur expenditure in regard there to before the rates shall have been determined as lastly therein-before mentioned, then and in such case he shall only be entitled or be paid in respect of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer. In the event of a dispute the decision of the Chief Engineer shall be final.

14. NO COMPENSATION FOR ALTERATION IN OR REDUCTION OF WORK TO BE CARRIED OUT:

If any time after the commencement of the works the Chairman of U.P. Jal Nigam/ owner through the Project Manager shall for any reason what-so-ever not require the works there of as specified in this contract to be carried out, the Engineer shall give notice in writing of the fact to the contractor and upon the receipt of such notice in writing the works under this contract shall cease and the contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage, which he might have derived from the execution of the works in full but which he did not derive in consequence of the full amount of the works not having been carried out neither shall he has any claim for compensation by reason of any alterations having been made in the original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

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

If it shall appear to the Engineer or his subordinate in charge of the work that any work or part has been executed with imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by the contractor for the execution of the works 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 specifying the work, materials or articles complained of, forth-with rectify, remove demolish and reconstruct the work so specified, in whole or in part as the case may require, or as the case may be, remove the materials, or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent or such smaller amount as the Chief engineer(whose decision in writing shall be final) may decide on the amount of the cost of the whole work for every day not exceeding ten days, while his failure to do so shall continue, and incase of any such failure the Engineer may rectify remove, demolish and reconstruct the works, or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor and such expenses may be deducted from such sum as may be due to the contractor or may become due to him and from his security deposit. A certificate by the Engineer as to the amount of the expenses incurred shall be final and binding upon the contractor.

16. WORK TO BE OPEN TO INSPECTION:

All works under or in course of execution or executed in pursuance of this contract shall at all times be open to the inspection of the Engineer or his subordinate and the contractor shall all times during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor, either him- self be

present to perceive on' instructions or have a responsible agent duly accredited in writing , present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor directly and will be considered as binding on the contractor.

17. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

The contractor shall give not less than five days notice in writing to the Engineer, or his duly authorized person for recording the measurement of any work, in order that the same may be measured, and correct dimensions there of be taken before the same is so cover up or place beyond the reach of measurement. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and no payment or allowance shall be made for such work or the materials with which the same was executed.

18. CONTRACTOR LIABLE FOR DAMAGE DONE AND IMPERFECTIONS:

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grassland or cultivated ground continuous 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 what-so-ever or any imperfections become apparent in it within **12** months after the final certificate of its completion shall have been given by the Engineer as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer may correct the same and made good by other workman and deduct the expense (for which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposit.

19. CONTRACTOR TO SUPPLY LABOUR, PLANT, LADDERS, SCAFFOLDINGS:

The contractor shall supply at his own cost all labour, skilled and un-skilled and all things necessary (except such special things, if any, as may in accordance with the specifications be supplied from the Engineer's stores) such as plants, tools, appliance, implements, ladders, cordage, tackle, scaffolding, shoring, strutting, pu, boilers, fuel oils, packing, derricks, boring tools, winches and power as well as all other apparatus and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in those conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter as of which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage here to for and from the works. The contractor shall also supply without charge the requisite number of persons and things necessary for the purpose of setting out the works, and counting, weighing and assisting in the measurement and examination at any time and from time to time, the work done, or materials, supplied by him. Failing his doing so the same may be provided by the Engineer at the expense and risk of the contractor and the expense (of which the certificate of the Engineer shall be final) may be deducted from any money due to contractor under this contract or from his security deposit. The contractor shall also provide at his own expense all necessary fencing and lights required to protect the public from accident and shall assume all liability for and indemnify the Owner against all actions or suits arising out of or in connection with the carrying out the works whether such actions are brought by members of the public neighboring owners or workman employed on the works save only actions for permanent interference with casements to which the site may be subject at law or inequity or otherwise arising out of Owner's title to the site. The contractor shall carrying out the works other legal enactments applicable to them and If shifting of telephone, cable or water line etc. is necessary, he should inform the department well in advance. The correspondence (letters) shall be issued by UPJN, but contractor shall be responsible for early & timely approval in writing from the concerned department /company. The fees shall be payable by UPJN (not the claims by department for damage done to their property during execution of works. No extension of time shall be admissible for unreasonable delay in seeking permission from the concerned department/ company). The contractor shall be responsible for the adequacy, strength and safety of all shoring, strutting, curbing, bonding, brick work, masonry, concrete, permanent or temporary, appliances, matters and things furnished by him for the purpose of this contract.

20. FEMALE LABOUR:

No female labour shall be employed except those as office staff of contractor.

21. WORKS NOT TO BE SUBLET WITHOUT SANCTION:

This contract or any part hereof shall not be assigned or sublet without the written approval of the Owner and if the contractor shall assign or sublet his contractor attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or, attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Jal Nigam 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 Owner may there upon by notice in writing rescind the contract and the security deposit shall there upon stand forfeited and be absolutely at the disposal of the said Chairman and the same consequences shall ensure as if the contract had been rescinded under clause 4 here of, and in addition the contractor shall not be entitled to recover or be paid for any work that has already been performed under this contract.

22. SUM PAYABLE BY WAY OF COMPENSATION:

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

23. WORKS TO BE UNDER DIRECTION OF ENGINEER:

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

24. DECISION OF OWNER TO BE FINAL:

Except where otherwise specified in this contract, the decision of the Owner for the time being shall be final, conclusive and binding on parties to the contract upon all question relating to the meaning of the specifications, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim right matter or thing, what-so-ever, in any way dressing out of or relating to the contract drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or the sooner determination there of the contract.

25. ACTION WHERE NO SPECIFICATION:

In the case of any class of work of which there is not mention in the specification such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer.

26. CONTRACTOR TO EMPLOY COMPETENT AGENTS AND FOREMAN:

During the execution of the works and until the work is taken over by the order of the Engineer, the contractor shall employ competent agents and such foremen as may be necessary for the proper execution of the "Works" (said when work carried on day and night there shall be a foreman in charge of each shift) who shall be engaged constantly on the works to ensure proper management and efficient control.

27. RECEIPT OF AND POWER AS TO SECURITY MONEY:

27.1 The Chairman has received from the contractor the sum of Rs 10% amount of contract value the receipt of which is hereby acknowledged. This said sum shall be held as security for the due performance of all the conditions and stipulations of this contract and the Engineer is empowered to deduct from time to time from each security money, all or any sum or sums which may become due from the contractor as liquidated damages for the breach of any or all the covenants or provisions of this contract the security money or such balance there of as

may be left after making the deductions of or mentioned will be returned to the contractor after **twenty four months defects liability period** after the final certificate of the completions of the works shall have been given by the Engineer and after the Engineer shall have satisfied himself that all the terms of the contract have been duly and faithfully carried out by the contractor.

- 27.2 Fixed Deposit Receipts or Bank guarantee, of any Nationalized/Scheduled Bank having a designated branch at Lucknow for ENCASHMENT OF SECURITY, valid for not less than 24 months shall also be accepted as security provided that all such fixed deposit receipt must be pledged in the name of the **Project Manager, Construction Unit, U.P Jal Nigam, Lucknow** and that they will be accepted as security on the conditions that Jal Nigam will hold the deposit at the risk of the depositor and will not be liable in the event of the lose of the security due to failure of the bank or to any other cause and that the loss will fall on the depositor who will have to deposit fresh security. The contractor shall have to arrange for timely revalidation of B.G. before expiry of the same otherwise same shall be encashed by the Engineer for which no claim, what so ever, of contractor shall be entertained.

28. COMPENSATION TO WORKMEN:

- 28.1 In every case which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act, 1923 Jal Nigam is obliged to pay compensation to a workman employ by the contractor or by any sub contractor from him in the execution of the said work. Jal Nigam 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, Jal Nigam shall be at liberty to recover such amount or any part there of by deducting it either from the security money deposited by the contractor or to his credit under clause 27 of these conditions or from any other sum due by Jal Nigam to the contractor whether under this contract or otherwise.

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

29. PHOTOGRAPH:

Contractor shall have to take photograph of damaged/tampered meter at the premises of consumer along with consumer's signature on the prescribed form in confirmation of acceptance of damaged/tampered meter. In case of any dispute or if the consumer refuses to sign on the prescribed form then the matter shall be settled at the behest of Nagar Ayukt Nagar Nigam.

30. SEALING CERTIFICATE-

ULB shall depute one authorized person from its staff with the gangs of contractor as mutually agreed. The meter sealing certificate on prescribed form shall be filled at site mentioning complete details of meters which shall be duly signed by parties, ULB and contractor being one party and consumer being the other party.

31 LIST OF CONSUMERS –

List of consumers will be supplied by ULB with complete address and service connection number, if any, to the contractors with in 15 days after issue of letter intimating commencement of work. However, the responsibility for locating consumer shall rest with the contractor. In case, if a consumer's name is not included in the list provided by ULB then a separate list of such consumers shall be prepared and meter be installed after levying such charges as deemed fit by ULB.

32. IDENTITY CARDS -

The ULB shall arrange to issue photo identity card to its employee duly countersigned by authorized ULB official with specific clause that ID holder is not an employee of ULB and holds no claims what so ever against ULB. The contractor shall provide a complete list of all his employees along with two photographs of each employee to ULB within 15 days of start of work.

33. **CONSUMERS NOT LISTED -**

In case a consumer whose name is not included in the list given by the ULB, the contractor will ask for legitimate documents from the consumer and on his furnishing such documents the meter shall be installed after levying such charges as deemed fit by ULB. In case the consumer fails to provide legal documents, then the contractor shall provide the list of such consumers to respective Zonal Executive Engineer of ULB for regularization of service connections and then meters may be installed.

34. **PAYMENTS OF BILL -**

At the time of installation of meter, the contractor must ensure that the consumer is regularly paying the bills. The list of such consumers who have outstanding bills should be submitted to respective Zonal Executive Engineer of ULB clearly mentioning the category of consumer i.e. Domestic/Non Domestic and use of connection for further action.

35. **SITE OFFICE ,WORKSHOP, GODOWN -**

Building for Site office, workshop & go down shall be provided by ULB on monthly rent duly agreed by contractor. However cost for logistics such as furniture & fixtures, tools & equipments, testing facilities, safety equipments, fist aid box, electricity & water connection charges etc shall be borne by the contractors.

36. **TRANSPORTATION OF MEN AND MATERIAL AT SITE-**

The contractor shall arrange for transport of men and material to site of work at his own cost including mobile phones, vehicle, drivers & fuel etc.

Witness :1

Signed by the Contractor

Signed on behalf of the Chairman of Uttar Pradesh Jal Nigam.

Witness :2

Designation of the Officer and Seal

Signed on behalf of the Chairperson of Lucknow Nagar Nigam.

Designation of the Officer and Seal

CONDITIONS OF CONTRACT
(PART-II)

1.0 SCOPE OF WORK

The scope of work under the contract is given as below:

PART-A :

Under this part contractor has to supply Multi jet Water meters Class-B as per ISO 4064 , ISI marked and /or EEC marked and/or MID marked or higher quality meters as per requirement of ULB along with all jointing materials such as bend, elbow,taper,socket,union,check nut, tail pieces ,tape, thread, ferrule etc along with a gate valve of required sizes. These water meters are intended to be fixed in the premises of both domestic as well as commercial consumers of Jalkal Vibhag, LNN at Lucknow. All material supplied shall be covered with replacement guarantee of whole or part of meters with manufacturing defects for 24 months after installation. All repairs shall be done during the the currency of contract by the supplier. For this part contractor shall enter an agreement on prescribed Form of agreement with General Manager (Peyjal), U.P.Jal Nigam, Lucknow.

PART-B :

Under this part contractor has to install different size Multi jet Water meters Class-B as per ISO 4064, ISI marked and /or EEC marked and/or MID marked or higher quality meters as per requirement of ULB/Jalkal Vibhag, LNN. These water meters shall be fixed in the premises of both domestic as well as commercial consumers of Jalkal Vibhag, LNN at Lucknow. The list of consumers shall be supplied by the ULB/Jalkal Vibhag, LNN. All labour and transport shall be provided by the contractor.

Scope of work shall also include meter reading and generation and distribution of monthly user charges bills. Bills shall be prepared at the tariff and rates approved by ULB which are given else where in this bid documents. The contractor shall quote his rates for labour/ service charges for meter reading and generation and distribution of monthly user charges bills and rates shall be inclusive of repair and maintenance charges of meters for this component on the basis of generated bills based on approved tariff of ULB. However, the cost of replacement of meters shall be given separately according to size of meter as per current SOR of ULB.

For this part contractor shall have to enter into an agreement with ULB/Jalkal Vibhag, LNN for a period of five years (60 calendar months) which may be extended as mutually agreed upon by both the parties 3 months before the expiry of this contract.

Part- B is mandatory without which Part-A shall not be entered upon.

1.01 EXECUTION OF CONTRACT AGREEMENT:

The contract Agreement and such other contract Documents as practicable shall be suitably identified as agreed by the parties and signed by the Engineer and the Contractor. The Engineer shall keep with him an executed copy of the Contract Agreement. The contractor shall be supplied true copy of Contract Agreement along with a set of drawings duly attested for which he will pay to the owner @ **Rs. 1000/- each set.**

1.02 CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL:

All documents, correspondence, decisions and other matter concerning the contract shall be considered confidential and of restricted nature by the contractor and he shall not divulge or allow access there to of any kind to any unauthorized persons of any kind.

1.03 PROGRAMME AND PROGRESS SCHEDULE:

Simultaneously with the execution of the Contract Agreement, the contractor shall submit to the Engineer for his approval a programme showing, in such forms as pert chart as well as Bar Chart, the order of procedure in which he proposes to carryout works including the design, manufacture, delivery; and approval by the Engineer of such programme shall not relieve the contractor of any of

his duties or responsibilities under the Contract. The programme and schedule shall conform to the work and the contract time, and shall be subject to such revisions the Engineer may require for his approval. Each updated and revised schedule shall be submitted to the Engineer for approval simultaneously with Contractor's application for the same time period, and shall be subject to such revisions, the Engineer may require for his approval. The Engineer's approval of progress schedule may be a condition for progressive payments.

1.04 No change or revision shall be made in the list of staff accepted by the Owner nor shall any, supplier, person or organization name not in the accepted list, be employed on or for the work without the approval of the Owner.

1.05 The design & drawings submitted by the contractor shall be fully responsive to the design criteria applicable, IS specifications, Manual of CPHEEO or other specifications in force. The drawings shall be complete in all respect. Non responsive designs and drawings shall be to the credit of the contractor. Time taken in checking by Engineer or his authorized representative shall be solely credible to contractors account. Time consumed in approval of designs & drawings shall be either be absorbed by contractor in execution schedule or extension of time shall be awarded as per the provisions of the contract agreement.

2.00 TIME LIMITS:

All time limits stated in the Contract Documents are the essence of the Contract Agreement.

2.01 The contractor shall construct and complete the works including final clean up-final inspection and final acceptance of the works within the Contract time of **12 months**

3.00 EXTENSION OF TIME: It shall be as per clause 6 of condition of contract-part-I of the tender. However, the maximum time extension permissible under this clause is 12 months.

4.00 DELAYS AND COMPENSATION :(As per clause 3 of condition of contract-part-I)

5.0 SITE CONDITION AND LAYOUT:

The contractor should apprise himself of the actual site conditions and land available for construction, before submitting his offer. The offer should be comprehensive to include all odds that may arise because of site condition. The contractor has to accommodate his activity for construction within the land made available.

5.01 The contractor shall promptly notify the Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in construction of the character provided for in the contract documents. The Engineer will investigate those conditions and obtain such additional tests and surveys as he may deem necessary. If the Engineer finds that the conditions differ significantly from those indicated in the Contract Documents or from those inherent in the construction, a variation order may be issued to incorporate the necessary revisions unless otherwise provided in the contract documents.

5.02 SURVEYS AND MEASUREMENTS:

The Contractor shall supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials.

5.03 CONTRACTOR'S VERIFICATION:

If any error has erupted in the work, the contractor will be responsible for the error and bear the cost of corrective work. The Contractor shall be allowed to work according to his programme on working days as well as holidays and nights but working on holidays, Sunday as well as at night, timely information will have to be given at least two days in advance.

6.00 LOSS OR DAMAGE AND INDEMNITY AGREEMENT:

The Contractor shall be responsible during the progress as well as maintenance for any liability imposed by law for any damage to work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The Contractor shall indemnify and hold the Owner and the Engineer harmless against any and all liability claims, loss or injury, including costs, expenses and attorney fees incurred in the defense of same arising from any allegation, whether groundless or not of damage or injury to any person or property resulting from the performance of the work or from any material uses in work or from any condition of the work or work site, or from any cause whatsoever during the progress and maintenance of the work.

7.00 SUPERVISION AND SUPERINTENDENCE:

Contractor's Supervision: The Contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, Techniques, Procedures and sequences of construction. The contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished works comply full with the contract documents, and such instructions and variation orders as the Engineer may issue during the progress of works.

7.01 AGENTS:

The Contractor shall keep on the work at all times during its progress a competent resident Agent having adequate experience in the similar works satisfactory to the Owner. He shall not be replaced without ten (10) days written notice to the Owner and without equivalent replacement except under extra-ordinary circumstances. The Agent shall be Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. An order or direction given by the Owner/Engineer not otherwise required to be given in writing will be given or confirmed in writing request of the Contractor.

7.02 The contractor shall furnish such plant and equipment as may be necessary to perform the works in a manner satisfactory to the Owner/Engineer and in accordance with the Contract but within the requirements prescribed by the laws, ordinances, codes, rules and regulations. Failing this, the same may be provided by the Engineer at the expenses of the contractor under the Contract or from his performance Bond or proceed of sale thereof or a sufficient portion thereof. Equipment or machinery that any time produces unsatisfactory results shall promptly be repaired or replaced by the contractor as and when it is required and/or the Engineer may require.

8.00 CARE AT SITE:

The Contractor shall be permitted to use without any charge the site and lands specified in drawings and specification for execution of works, labour and staff Different Water Supply Pumping Station and Tube wells, site office and workshop and stores and for related activities. The Contractor shall not commence operations on such land except with the prior approval of the Engineer. If these lands are not adequate the Contractor will have to make his own arrangements for additional lands. (For this the owner will give necessary certificates).

8.01 The Contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer.

8.02 All rubbish shall be burnt or removed from the site as it accumulates. All surface and soil drains shall be kept in clean sound and workman like state. All the areas of Contractor's operations shall be cleared before returning them to the Engineer. The Contractor shall make good any damage or alteration made to the area or property or land handed over to him before they are returned.

8.03 OVER LOADING:

No part of the work new or existing structures scaffolding, shoring, sheeting, construction machinery and equipment or other permanent and temporary facilities shall be loaded in any manner or subjected to stress or pressure that could endanger any of them. The contractor shall bear the cost of damages caused by padding or abnormal stress of pressure.

8.04 PUBLIC CONVENIENCE:

The contractor shall at all times so conduct his operations as to ensure the least possible obstruction and inconvenience to traffic and the general public and the residents in the vicinity of the work, to protect persons and property and to preserve and to access to drive ways, houses and buildings. The contractor shall have undertaken the works in such a way that he can properly perform with due regard to the right of the public and shall not create any public nuisance. No road street or highway shall be closed to the public except with the permission and in accordance with the requirements of the proper authorities.

8.05 PROTECTION:

The contractor shall take all precautions and furnish details of precautions to prevent human injuries or losses to all employees and workman on the work due to gases or any other injuries and all other persons who may be affected thereby, all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care custody or control, of the contractor or any of his sub contractors, and other improvements and property at the site or where work is to be performed including buildings, trees and plants, pole line, fences, guard rails, guide posts, culvert, signs structure, conduits, pipe lines, electrical, data & telephone cables and improvements within or adjacent to street, right of way, or easement, except those items required to be remove by the contractor in the contractor documents. The contractor's protection shall include all the safety precautions and other necessary form of protection and notification to the Engineer of the utilities and adjacent property.

8.06 FENCING & WATCHING:

Contractor shall have to provide fencing/barricading in a good and sufficient manner to all excavation work and materials at site, so as to prevent accident by night as well as by day. He shall also be responsible for providing light in a proper and sufficient manner during night in the portion of the work which is open or under construction and shall always maintain sufficient number of watchmen on duty when his workers are not actually working and shall make his rates sufficiently comprehensive to meet such expenditure. In the event of any accident due to his negligence for not taking due precaution, he shall be fully responsible and indemnify the Government or any other person or persons and shall bear all the damages, compensation and costs that may arise or may be awarded by the court of law.

9.0 LABOUR, MATERIALS AND EQUIPMENT:

9.1 LABOUR:

The contractor shall at all times enforce strict discipline and good order among his employees and those of any sub-contractor, and shall not employ on the works any other person or anyone not skilled and inexperienced in the assigned task. The agent, other staff and foreman shall be conversant in the English language, besides Hindi/Devnagri language.

9.2 The contractor shall furnish to the Engineer information on various categories of labour employed by him in such form and at such intervals as may be specified. No contractors shall employ any person who is under the age of 18 years.

9.3 The contractor shall in respect of labour employed by him comply with the provisions of various labour laws, rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance there or by the Contractor. Not with- standing anything contained herein, the Engineer may at his discretion take such actions as may be necessary for compliance of the various labour laws and recover the cost thereof from the Contractor.

9.4 In the event of the Contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the Acts pay

the owner a sum not exceeding Rupees One Hundred (Rs. 100.00) per day for each day of default subject to a maximum of one percent of the contract value.

10.00 WATER SUPPLY AND SANITATION:

The Contractor shall, having regard to local conditions, provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor staff and work people, and proper sanitation shall be arranged by the Contractor to make the camping site conducive to hygienic living.

10.01 In the event of any out break of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, order and requirement as may be made by the Government of Uttar Pradesh/India or the local authorities for the purpose of dealing with and overcoming the same.

10.02 The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbor-hood of the work against the same.

10.03 WORK MANSHIP:

The quality of workmanship produced by skilled, knowledgeable, and experienced workmen, machines and artisans is required for the work. Particular attention shall be given to the appearance and finish of exposed work. The decision of the Engineer with regard to the quality and adequacy of workmanship shall be final and binding.

11.0 MATERIALS AND EQUIPMENTS:

All materials and equipment incorporated in the work shall be new. Materials and equipment not covered by detailed requirement in the Contract Documents shall be of the best commercial quality & suitable for the purpose intended, and approved by the Engineer prior to use in the work. The Contractor shall provide proper storage facilities and exercise such measures as will ensure the preservation of the required quality and fitness of all materials and equipment. Materials or equipment not conforming to these requirements of the document shall be rejected and immediately removed from the site of the work at the risk and cost of the contractor.

11.01 During the progress of work or before starting of the works, the Contractor shall have to carry out such test or tests, at his own cost which in the opinion of the Engineer are necessary to determine as to the quality of materials brought at site of works comply with the detailed specification requirements. The contractor must keep the record of all such test at site of work and show to the Engineer as and when asked to do so.

12.00 SUBSTITUTION AND EQUALS:

The material item, equipment, or type of Construction indicating the make and manufacture's name of such propriety identification, is specified for establishing a standard of quality. If the Contractor wishes to furnish or use a proposed substitute or equal material, item or equipment or type of construction, he shall make written application to the Engineer for approval, certifying in writing that the proposed substitute or equal will perform adequately the duties/output imposed by the general design and will be suited to the same use and capable of performing the same function as that specified and stating all variations in costs pertaining to the application. No proposed substitute or equal shall be ordered or installed without the written approval of the Engineer, which shall be final and binding and this can not be disputed in any manner.

12.01 The Contractor, at his expense, shall remove the unauthorized materials or equipment if installed without the Engineer's approval and install only those required by the Contract Documents or as directed by the Engineer.

USE OF APPROVED SUBSTITUTION OR EQUALS:

The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expenses resulting from

providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering redesigning, drafting and permits where necessary, whether the Engineer's approval is given after receipt of Tenders.

13.00 LAWS AND REGULATIONS:

The Contract Documents shall be governed by the Laws and bye-laws of India, the State of Uttar Pradesh, and of the local bodies in the Project area. **Lucknow** courts alone shall have the jurisdiction over all matters, arising out of the contract agreement.

13.01 The Contractor is expected to be aware of all laws, ordinance, codes, rules, and regulations in any manner affecting those employed on the works or the materials used in the works or in any way affecting the conduct of the works and of all orders and decrees of bodies or tribunal is having any jurisdiction or authority over the work. He shall at all times himself give all notice and observe and comply with, and shall require all his agents, employees, sub-Contractors to observe and comply with all such applicable laws, ordinances, rules, regulations, order and decrees in effect or which may become effective before completion and acceptance of the works and shall protect and indemnify the owner and the Engineer against any claim or liability arising from or based upon the violation or any such law, ordinance, codes, rules, regulations, orders of decrees, whether by himself or his employees or his sub-Contractors.

13.02 If the contractor observes that any requirement of the contract document is at variance with such laws, ordinances, codes, rules, regulations, order decrease he shall promptly notify the owner in writing and shall not proceed with any work affected by such variance without the owner's written instructions.

13.03 PERMITS, FEES AND TAXES:

Unless otherwise provided in the contract documents the contractor shall secure and pay for all permits, governmental fees and licenses necessary for the execution and completion of the works. The contractor shall pay all sales tax, or VAT, local tax, income tax, octroi, excise duty and other duty and taxes as applicable and required by law including all taxes on property used in connection with the work and the clearance certificates in respect of all such taxes if requires, shall be shown to the Engineer. Also, after award of work, no statutory variations announced by Central/State Govt. will be applicable.

13.04 DUTIES AND TAXES:

All duties and taxes including the stamp duty, license fee etc. levied by the Government of India or Concerned State Government or local bodies are payable by the contractor for all items included in the tender schedule. Income Tax @ 2% (Plus surcharge, if any thereon) or as applicable from time to time on gross value of the work done shall be deducted from all the bills of the contractor. Certificate showing the details of such deductions shall be issued to the Contractor as and when desired by him.

13.05 The rates quoted FOR Site/Store by the contractor shall be deemed to be inclusive of all types of taxes including Trade Tax on all the materials that he will have to purchase for performance of this contract. No exemption forms will be issued for the same. Any other tax, if necessary, will be deducted as per rules. Certificate showing the details of such deductions shall be issued by the Department to the contractor as and when desired by him.

13.06 SALES TAX CLEARANCE CERTIFICATE:

If the contractor is a sales tax assessee, he should produce a valid sales tax clearance certificate before the payment of the final bill otherwise the final payment to the contractor will be with-held. If the Contractor is not liable to Trade Tax Assessment a Certificate to this effect from the competent Trade Tax Authority shall be produced before payment of the final bill, otherwise the final payment to the Contractor shall be withheld.

13.07 Labour welfare cess:

Contractor should register with Labour Department for labour welfare cess which is mandatory and get his firm registered for this agreement along with all his labour and work force registered and get the ID cards issued to all his labours by Labour Department under the Act. **Labour welfare cess @**

1% shall be deducted from each bill of contractor for which contractor should have sufficient margin in his rates quoted in Schedule –G (Part-A& B both). Engineer shall be authorized to withhold any payment due to contractor if contractor fails to comply fully the rules and provisions of Labour welfare cess Act .

14.00 OWNER’S/ENGINEER STATUS:

14.01 AUTHORITY OF THE OWNER:

The owner shall have the authority to enforce compliance with the Contract Documents. On all question relating to quantities, the acceptability of materials, equipment or works, the adequacy of the performance of the work, and the interpretation of the Drawings and Specifications, the decision of the owner is final and binding and shall be precedent to any payment under the Contract Agreement unless otherwise provided in the Contract Documents. The owner shall have the authority to stop the work or any part there of as may be necessary to ensure the proper execution of the works to disapprove of or reject work which is defective, to require the uncovering and inspection or testing of the work, to require reexamination of the works, to issue interpretations and clarifications and to order changes or alterations in the works.

14.02 FUNCTIONS OF THE ENGINEER:

The whole of the works shall be under the direction of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plants, working drawings, sections and specifications connected with the works.

14.03 The Engineer shall have the power of authority from the time to and at all times to make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to the terms of the specifications. And the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning there of as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications.

14.04 The Engineer may also alter or vary the levels or positions of any of the works contemplated by the specifications or may omit with or without the substitution of any other works, in lieu thereof, or may order any work or any portion of work executed or partially executed to be removed, changed or altered, and if need be, order that other works shall be substituted instead thereof and the difference of expense occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract. The time of completion of works shall, in the even of any deviation, resulting in additional cost over the contract sum being ordered, be extended reasonably by the Engineer. The Engineer’s decisions in this case shall be final and conclusively and shall not involve any challenges in the court of law.

14.05 DUTIES OF THE ENGINEER’S REPRESENTATIVE:

The duties of the representative of the Engineer are to check, inspect and continuously supervise the work and to test any material to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the contractor, approve the contractor’s drawings subject of post-facto approval and signature of the Engineer, recommend and approve the interim certificates, and taking over certificates after thorough checking and inspection, and recommend extra works required and extensions of time.

Engineer’s representative is entitled to issue approval for or acceptance of any work or material or failure to disapprove any work of material by the representative of the Engineer & thereafter to disapprove such work or material and to order removal or modification thereof. If the contractor is dissatisfied with any decision of the representative of the Engineer, he can refer the matter to the Engineer who shall there upon confirm his decision.

14.06 DECISION OF CHIEF ENGINEER TO BE FINAL:

Except where otherwise specified, the decision of the Chief Engineer(Lucknow Zone),U.P.Jal Nigam, Lucknow shall be final, conclusive and binding on parties to the contract upon all questions relating to

the meaning of the specifications, drawings, and instructions herein before mentioned and as the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter or thing, whatsoever, in any way arising out of or relating to the contract, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the work of the execution or failure to execute the same, whether arising during the progress of the work or after the completion or sooner determination there of the contractor.

15.0 VARIATION:

The Engineer shall make any variation in the form of quality or quantity of the works or any part thereof that may in his opinion be necessary and for the purpose, or if for any other reason it shall in his opinion be desirable, he shall have power to order his contractor to do and the contractor shall do, any or all of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Execute additional work of any kind necessary for the completion of the work.
- e) Change any specified sequence, method or timing of construction of any part of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of such variation shall be taken into account in ascertaining the amount of the contract price.

15.01 No such variations shall be made by the contractor without an order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but it is result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause.

15.02 Provided further that if the contractor within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

15.03 All extra or additional work done or substituted work in place of work omitted by order of the Engineer, shall be valued at the rates and prices set out in the contract. If the contract does not contain any rates or prices applicable to the extra or additional work, then the rates as per current rules in CPWD/ Central allied Engineering Deptt. Schedule of rates at quoted premium alone shall be paid. If rates of such items are not available in any of these schedules, the rates will be agreed upon as per current market rates or to be worked out on the basis of day work schedule in the contract with 10% profit for overhead charges payable to the contractor.

15.04 The contractor shall send to the Engineer's Representative once in every month an account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he was executed during the preceding month. No claim of payment for any such work shall be considered which has not been included in such particulars.

15.05 No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work of expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work.

16.00 ACCESS, INSPECTION AND TESTS:

16.01 ACCESS TO THE WORK AND RECORD:

The owner, the Engineer, the Engineer's representative and the representative of the Central/State Govt. or other public body or authority having jurisdiction of the project shall have, at all times and for any purpose, immediate access to the works and the premises used by the contractor for the works and shall have access to the places where materials or equipments are being fabricated,

manufactured or produced for the works. To the extent requested by the Engineer, the contractor shall furnish access to the purchase orders and records, invoices, bills of loading, payroll records, and other documents and records pertaining to the work, or shall furnish access to the purchase orders and records, invoices, bills lading, payroll records, and other documents and record pertaining to the work, or shall furnish certified true copies thereof.

16.02 NOTICE FOR COVERED WORK:

The contractor shall give not less than three days notice in writing to the Engineer or his authorized representative of the completed work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up.

16.03 If any work is covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

16.04 INSPECTION:

All works shall be performed and constructed under the supervision and inspection of the Engineer or his representative. Any work performed or constructed in the absence of Engineer's representation without the Engineer's permission shall be considered defective and is subject to rejection. The Contractor shall give written notice to the owner at least two (2) working days in advance of the performance of any part of the works requiring specialist inspection and shall state the probable duration of the required specialist inspection.

16.05 The Engineer's Representative is authorized to suspend any part or all of the works, by notice to the Contractor confirmed in writing when any question arises as to whether the materials or equipment being installed or the methods or workmanship being used comply with the Contract until such question is decided by the Engineer.

16.06 TESTING:

All works, materials and equipment to be performed and constructed by the Contractor in compliance with the Contract and standards laid there in shall be tested as required. The Contractor shall give the Engineer timely written notice of the dates and times when testing is to be performed at the site or the place of manufacture or fabrication. All tests are subject to the observation and approval of the Engineer or any agency appointed by the Engineer and shall be performed as directed by the Engineer unless otherwise provided for in the Contract. Materials or required to be tested prior to installation shall not be installed until the Engineer has approved the test results.

17.00 RE-EXAMINATION OF WORK:

If the Engineer, at any time prior to the final acceptance of the work, orders re-examination of work completed including, the uncovering, removing, exposing, dismantling, inspecting, or testing of work covered by such order. If the work so re-examination is defective the Contractor shall correct or remove and replace it with defect-free and conforming to the specification laid down in the Contract Documents and shall bear the cost of the satisfactory reconstruction of the work.

18.00 GUARANTEES AND WARRANTIES:

18.01 CONTRACTORS GUARANTEE:

The Contractor shall warranty and guarantee the entire work and parts thereof, including that performed and constructed by others employed directly or indirectly on and for the work, against faulty or defective materials equipment or workmanship for a period as stipulated in CB for the construction as well as maintenance of the works after issue of acceptance.

18.02 MAINTENANCE AND DEFECTS:

The defect liability period shall be of 24 months, after 6 months test & trial run period under Part-A and Part-B. However, maintenance period which is to start after completion of the work, duly certified by Engineer will be inclusive of this defect liability period of 24 months. The Contractor shall remain liable for any of the works or part there of or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the Contract or are in any way unsatisfactory or defective, wear and tear expected. The contractor shall be responsible for handing over of the works to Local Body within this period. However repair / replacement of parts should be done within 15 days of such defects brought to the notice of ULB / contractor by the consumer or by the staff of contractor or ULB engaged for the purpose.

18.03 If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Engineer shall be entitled to carry out such work by his own workmen or any other agency and if such work is done which the Contractor from the Contractor have carried out at the Contractor's own cost the Engineer shall be entitled to recover from the Contractor the cost thereof and deduct the same from the money that become due to the Contractor. Not with standing the aforesaid, if the Contractor remains in default one calendar month after the Engineer has given written instructions, he will deduct the cost plus overhead expenses of such works as have been necessary to rectify the Contractor's default and balance (from the money due to him and retention money or any other money) if any, shall be disbursed to the Contractor.

19.00 PAYMENTS:

19.01 PROGRESSIVE (RUNNING) PAYMENTS:

Advance payment, progressive payment and final payment would mean as follow:-

- (i) Advance payment, means a payment made on a running account to a Contractor for work done by him but not measured.
- (ii) Progressive payment means a disbursement of any kind on running account, not being the final payment.
- (iii) Final payment means the last payment on a running account, made to a Contractor on the completion or determination of his Contract and in full settlement of the Contract.
- (iv) No payment of work shall be made to the Contractor without proper testing required for the particular.

19.02 Unless otherwise provided in the Contract agreement or subsequently agreed to by the parties, progressive payments will be made generally monthly on submission of a bill by the Contractor in the prescribed form in an account according to the value of work performed less the aggregate of previous progressive payment and less the retention money and security money as required. All such progressive payments shall be regarded as payments by way of advance against the final payment. However, the payment for the work done at various stages of the work. The Contractor or his authorized representative shall be present at the time of recording of each set of measurements and sign the measurement book, in token of their acceptance.

19.03 If for any reason, the Contractor or his authorized agent is not available and the work is suspended by the Engineer to avoid recording of measurements during the absence of the Contractor or his representative, the Engineer will not entertain any claim from the Contractor for any loss incurred by him on this account.

19.04 All payments shall be made by cheque. If any Contractor desires payment by bank draft, the bank charges will be borne by the Contractor.

19.05 RECEIPT FOR PAYMENTS:

Receipts for payment made on account of any work when executed by a firm should also be signed by all the partners except where the Contractors are described in the tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

19.06 RIGHT TO WITHHOLD:

The Engineer may refuse to approve any such payment, because of subsequently discovered evidence as the results of subsequently inspections or tests, nullify and such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect Engineer from loss because (a) the work is defective (b) third party claims have been filed and there are reasonable evidence indicating probable of such claims (c) of the Contractor's failure to make payment properly to sub-Contractors or for labour, materials or equipment (d) of damage to another Contractor or to the property of others caused by the Contractor, (e) of Contract price. (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory proceeding of the work including failure to cleaning (h) the revisions of law that enable or require the owner to withhold such payments in whole or in part.(i) The Contractor owes a liability or a sum on other Contracts with U.P. Jal Nigam.

19.07 When the grounds for withholding payments are removed, payments will be made for amounts withheld to the extent the Contractor is entitled to payment.

19.08 SCHEDULE OF PAYMENT:

19.08.01 On completion of work as specified in the contract document, the payment shall be made.

19.08.2 The security money shall be refunded after successful completion of defects liability period of 12 calendar months.

20.00 ACCEPTANCE OF WORK:

Upon written notice from the Contractor that the entire work required by the Contract Documents is completed and that all submission required of him are made, and after the Contractor has delivered the Bonds, certificates of inspection release and other document etc. all as or by law, Engineer will make a final inspection and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor in writing of any deficiencies in the submissions and other documents required of him. The Contractor promptly shall make such correction as are necessary to remedy all defects or deficiencies. After Contractor has completed any such corrections to the satisfaction of the Engineer, the Engineer will issue a written final Acceptance of the work and file any notice of completion required by the law or otherwise.

20.01 WAIVER OF CLAIMS:

The making and acceptance of final payment shall constitute (a) a waiver of all claims by the Engineer against the Contractor except those arising from unsettled liens, from faulty or defective work appearing after final acceptance of the work by the Engineer, from failure of the work to comply with the requirements of the Contract Documents, or from the terms of any special guarantees or warranties required by the Contract Document and (b) a waiver of all claims by the Contractor against the Engineer except those previously made in writing and still unsettled. However, any payment, final or otherwise shall not release the Contractor or his sureties from any obligations under the Contract Document of the performance bond.

20.02 CONTRACTOR'S PAYMENT TO ENGINEER:

The Contractor shall pay to the Engineer all money so required of him under the provisions of the Contract Document. If any such payments are required prior to final payments, an appropriate variation order will be issued and the amount of such payment may be withheld from payments due to the Contractor. If the payments then or there after due from the Contractor, or if the amount of such payment due to the Engineer is determined after the making of the final payment, the difference in the amount of the payments of the amount so determined shall be paid by the Contractor to the Engineer.

20.03 The obligation of the Contractor to pay the money due to the Engineer from him shall specifically bind the Contractor's sureties, assignees, executors, administrators and heirs, to his obligations to pay the Engineer.

20.04 CERTIFICATE OF SATISFACTORY PERFORMANCE:

If the Contractor shall have made good all defects and any unsatisfactory features repaired, amended and reconstructed as required by the Engineer and the works have been completed and maintained in accordance with the terms and conditions of the Contract, the Engineer shall issue to the Contractor the certificate of satisfactory performance.

21.00 MEASUREMENTS:

The Engineer shall, except as otherwise stated therein, determine by measurement, the value in accordance with the Contract, for work done.

21.01 All items having a financial value shall be entered in a measurement book etc. as prescribed by the Engineer so that a complete record is obtained of all works performed under the Contract.

21.02 Measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative. Before taking measurements of any work the Engineer or the person deputed by him for the purpose, shall give reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or record the objection within a week from the date of measurements taken of by the Engineer or by the person deputed by him, these shall be taken to be correct measurements of the work and shall be binding on the contractor.

22.00 SUSPENSION AND TERMINATION:

If at any time after the execution of the Contract Documents, the Engineer shall for any reason whatsoever (other than fault on the part of the Contractor for which the Engineer is entitled to rescind or determine the Contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give the Contractor, a notice, in writing of such desire and upon the receipt of such notice, the Contractor shall forth-with suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever, by reason or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment.

22.01 Where the total suspension period of work ordered as aforesaid continued for a continuous period exceeding 90 (Ninety) days, the Contractor shall be at liberty to with-draw from the contractual obligations under the Contract by giving ten (10) days prior notice in writing to the Engineer of such intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill; upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract.

22.02 On receipt of such notice, the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the Contractor within a period of 120 days from the receipt of such notice in respect of the work already done by the Contractor. Such payments shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions in this clause.

22.03 It shall be open to the Contractor, within ninety (90) days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the Contract on account of the continued suspension of work to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage/suspension and require the owner to take over on payment such material at the rates determined by the Engineer. The Engineer shall thereafter take over the material so offered provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

22.04 SUSPENSION/TERMINATION OF CONTRACT AGREEMENT:

If the Contractor abandons the work, or if he dies or becomes insane or is imprisoned or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar law, or if he persistently fails to supply sufficiently skilled superintendence and workmen or suitable materials or equipment or if he persistently fails to make prompt payments to sub-contractors or for labour, materials or equipment if he disregards law, ordinance, rules, regulations or orders or any public body having jurisdiction, or if he disregards the authority of the owner, or the contract Documents including requirements of the progress schedule, or if he fails promptly to comply with the requirements of any variation order, or if he assigns this contract Agreement otherwise than as herein provided, or if the owner/Engineer at any time is of the opinion that the performance of the work is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the work is not fully completed within the contract time and any authorized extensions thereof or if the owner/Engineer is of the opinion that the work can not be completed for the unpaid balance of the contract price or will not be completed within the contract time, or if the contractor otherwise violates any provisions of the contract documents, then the Engineer may, without prejudice to any other right of remedy and by means of written notice to the Contractor and his surety, instruct thereto discontinue all work or any part thereof under the contract Agreement or terminate the contract.

22.05 The Contractor under a written instruction to discontinue shall not resume any of the work except by written notice from the Engineer. In either such case the Engineer may take possession of the work & project and of all materials, equipment, plant, tools, supplies, construction machinery and equipment and property to every kind thereon owned and furnished by the Contractor for the purpose of the work, and finish the work by whatever method, the Engineer may deem expedient.

22.06 In the event of aforesaid parts the Contractor shall not be entitled to receive any further payment after the date of said written notice from the Engineer unless instructed in writing by the Engineer to resume any part of the work, or until the work is completed by the Engineer, through alternative agency. If the unpaid balance of the contract price exceeds the direct and indirect costs to the owner for finishing, the work, including compensation for additional administrative, consultant, professional, testing and inspection services, such excess will be paid to the Contractor. If such costs to the Engineer exceed the unpaid balance, the Contractor shall pay the difference to the owner.

22.07 The Engineer may require the Contractor to remove such materials, equipment's plants, tools, construction, machinery, property etc. from the premises within a time specified. In the event the Contractor fails to comply with any such instructions, the Engineer may remove them at the contractor's expenses, or sell them by auction or private sale at risk and account of the Contractor in all respects and the certificate of the Engineer as to expenses of any such removal and the amount of the proceeds and the expense of any sales amount of the proceeds and expense of any such sales shall be final and conclusive against the Contractor.

23.00 TERMINATION FOR CONVENIENCE:

The owner is entitled to terminate this contract in whole or in part, at any time for his own convenience after giving thirty (30) days prior notice to the Contractor, with a copy to the Engineer. The notice of termination shall specify that termination is for the owner's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

23.01 In the event of such termination, the Contractor shall, with all reasonable dispatch, remove from the site all constructional plant etc. The Contractor shall be paid by the owner in so far as such amounts or items which are not already covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract.

23.02 Provided always that against any payments due from the Owner, the Owner shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of plant and

materials and any other sums which at the date of termination were recoverable by the owner from the Contractor under the terms the Contractor.

24.00 MISCELLANEOUS PROVISIONS:

24.01 SUCCESSOR AND ASSIGNS:

The Engineer and the Contractor each binds himself his partner, successors, assign and legal representative to the owner party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all convenience, agreements and obligations contained in the contract Agreement; they shall not assign the contract Agreement or subject it as a whole without the written consent of the other, nor shall the contractor assign any money due or to become due to him hereunder without the previous written consent of the Engineer.

24.02 WRITTEN NOTICE:

Written notice shall be deemed to have been duly served or delivered in person to individual or the member of the firm or to the officer of the corporation for whom it was intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. The address given in Contractor's Tender or which is found in Contract Documents, is hereby designated as the place to which all notice, letter and other communications to the Contractor shall be mailed or delivered, except in case the said address has been subsequently changed by the Contractor by notifying the Engineer in writing under registered post. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally on getting a formal receipt.

24.03 ORAL AGREEMENT:

No oral order, objection, claim or notice by any party to the other shall effect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by definitely agreed waiver or modification there of in writing, and no other evidence shall be introduced in any proceeding of any other waiver or modification.

24.04 CLEANING UP:

The Contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish and other debris, resulting from the works, and at the completion of the work shall remove all waste-materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment's and machinery and surplus materials and shall leave the site and premises clean, tidy and ready for occupancy by the Engineer. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Paved walkways, parking areas and roadways shall be swept clean.

24.05 Cleaning up operations shall include the removal and disposal of earth that tenders surplus after filling of resulting excavations with sound compacted earth as directed and approved by the Engineer. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the owner. Before the Contractor applied for final inspection and acceptance of the work, all items of work shall be complete, ready to operate and in a clean condition as determined by the Engineer.

24.6 OWNER'S RIGHT TO CLEAN UP:

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractor and any separate Contractor as to their responsibility for cleaning up, the Engineer may clean up and charge

the cost thereof to the Contractor for his failure, or to the several Contractors as the owner shall determine to be just.

24.7 CERTIFICATE:

Each certificate required under the Contract Documents shall be signed by the individual, officer or agent lawfully authorized to execute the certificate and such authority shall be cited in the certificate by title, description, or other acceptable evidence.

24.08 SPECIAL RISKS:

If during the currency of contract, there shall be an out break of war (whether war is declared or not), a major epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract, which either financially or otherwise materially affects the execution of the contract, the owner shall unless and until the contract is terminated under the provisions of this article, use his best endeavors to complete the execution of the work, provided always that the owner shall be entitled by any time after the onset of such special risk to terminate the contract by giving the written notice, to the Contractor and upon such notice being given, this contract shall terminate but without prejudice to the rights of either party in respect of antecedent breach thereof.

24.09 FOSSILS ETC:

All fossils: coins, articles of value or antiquity and structures or other remains or things of geological or archeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or things and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expense of the owner/Engineer's order as to the disposal of the same.

25.00 TESTS ON COMPLETION:

25.01 NOTICE OF TESTS:

The Contractor shall give to the Engineer twenty one (21) days notice in writing of the date after which he will be ready to make the tests on completion; unless otherwise agreed the tests shall take place within seven (7) consecutive days after the said date on such day or days as the Engineer shall notify the Contractor in writing.

25.2 DELAYED TESTS:

If in the opinion of Engineer the tests are being unduly delayed he may, by notice in writing, call upon the Contractor to make such test within 21 days from the receipt of the said notice, and the Contractor shall make the said tests on such days within the said 21 days as the Contractor may have done as if he had given notice to the Engineer. If the Contractor fails to make such tests within the time aforesaid, the Engineer may himself proceed to make the tests. All tests so made by the Engineer shall be at the risk and cost of the Contractor.

25.03 REPEAT TEST:

If any portion of the works fails to pass the tests, tests of the said portion shall, if required by the Engineer or the Contractor, be repeated within a reasonable time upon the same terms and conditions, and that all reasonable expenses to which the Engineer may be put by the repetition of the tests shall be deducted from the Contractor's sum.

25.04 CONSEQUENCES OF FAILURE TO PASS TESTS ON COMPLETION:

If the works or any Section there or shall fail to pass the tests on the repetition, the Engineer shall be entitled:

- (a) To order a further repetition of the tests.
- (b) To reject the work or Section there if the results of the tests fail to meet the performance guarantees.
- (c) Not to issue a taking over Certificate.

26.00 TAKING OVER CERTIFICATE:

As soon as the works have been completed and handed over in accordance with the Contract (except in minor respect that do not affect their use for the purpose for which they are intended and cover the obligations of the Contractor for the purpose) and the works are adjudged true to specification after these have passed the Tests on completion of execution and thereafter completion of maintenance period, with all defects whatsoever are removed by the Contractor, the Engineer shall issue certificate to the Contractor, therein called a taking-over certificate.

26.01 In taking over certificate the Engineer shall certify the date on which the works have been so completed and have passed in said tests, and the Engineer shall be deemed to have taken over the works on the date so certified where upon title to and risk or loss or damage to the works shall have relevance to the owner only.

26.02 The taking over certificate will be issued on completion of the entire work and handing over for the purpose as intended in the Tender Document. No partial taking-over certificate will be issued.

26.03 USE-BEFORE TAKING OVER:

If by reason of any default on the part of the Contractor a Taking-over certificate has not been issued in respect of works within one month after the time of completion and maintenance is over, the Employer shall take over physically the work in public interest pending a formal issue of a Taking-over certificate.

26.04 The Contractor shall take full responsibility for the care of the works or any section or portions there of the works before taking over the same shall be made good by and at the sole cost of the Contractor and to the satisfaction of the Engineer. The Contractor shall also be liable for any loss of or damage to the works occasioned by him or by any subcontractor in the course of any operations carried out by him for the purpose of completing any outstanding work or removing the defects as pointed out.

26.05 DAMAGE TO WORKS CAUSED BY EXPECTED RISK:

In the event of loss or damage to the material/works arising from or occasioned by all possible risks, which the Contractor is expected to visualize on being aware of the site conditions, it will be made good by the Contractor at his cost. Such cost shall include in the contract price.

27.00 INSURANCE OF LABOURERS & Machineries:

The Contractor should get the labourers and machineries duly insured before the commencement of the work for any accident which may occur during the execution of the work. The department will not be responsible for such type of losses.

- a. In every case in which by virtue of the provisions of section 12. Sub section (1) of the Workmen's Compensation Act. 1923 Jal Nigam is obliged to pay compensation to a workman employed by the Contractor or by subcontractor from him in the execution of the said work, Jal Nigam will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Jal Nigam under section 12.sub-section (2) of the said Act. Jal Nigam shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the Contractor or to his credit under Clause 27 of these

conditions or from any other sum due by Jal Nigam to the Contractor whether under this contract or other wise.

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

27.01 The Contractor without limiting his obligations shall insure the works to the full replacement cost. This insurance shall be in the joint names of the Contractor and the Engineer. Any amount not insured or nor recovered from the insurers shall be borne by the Contractor.

27.02 The Contractor indemnify the department against all losses and claims in respect of death or injury to any person or any loss or damage to any property which may arise out of execution completion of works and remedying of any defects. The Contractor shall also indemnify the department against all claims proceedings, damages, costs. Charge and expenses whatsoever in respect thereof.

27.03 Minimum amount of insurance shall be for at least Rs. 5.0 lac per occurrence against liabilities for death or injury to any person, or loss or damage to any property.

27.04 The department shall not be liable in respect of any damages or compensation payable to any workman in the employment of Contractor. The Contractor shall provide the insurance policies in the joint names of the Contractor and the Engineer at the time of start of work at site.

27.05 If the Contractor fails to keep enforce any of the insurances required under this contract or fails to provide the policies to the Engineer within the period prescribed and department may pay any premium as may be necessary for that purpose and deduct the amount so paid from the monies due to become due to the Contractor.

28.00 CONDITION FOR ARBITRATION CLAUSE:

In case of any dispute, difference or question which may at any time arise between the parties to the contract or arising out of or in respect of the contract shall be referred to the '**Municipal Commissioner of Lucknow Nagar Nigam**, who will have the power to decide the same as an arbitrator if he so likes or may nominate any one as an arbitrator to decide it and his AWARD shall be final and binding on the parties. The **Municipal Commissioner of Lucknow Nagar Nigam**, while nominating any one as Arbitrator will have the power to fix the FEE of the nominee. The arbitrator will have the power to decide the COUNTER-CLAIM if lodged by the other party. The arbitrator will also have the power to award pendent elite and further interest on the principal sum so awarded but not in **excess of 6% P.A.** (SIMPLE INTEREST) as he thinks reasonable. Initially the FEE of the Arbitrator will be paid by the claimant i.e the party who invoked the arbitration clause which will be one of the elements of costs of the arbitration and will finally be borne by the parties as per award of the arbitrator. The VENUE of arbitration will be LUCKNOW OR Lucknow. For matters other than those mentioned above in condition -28, the provisions of Arbitration & conciliation Act.-1996 will be applicable.

Witness :1

Signed by the Contractor

Signed on behalf of the Chairman of Uttar Pradesh Jal Nigam.

Witness :2

Designation of the Officer and Seal

Signed on behalf of the Chaiperson of Lucknow Nagar Nigam.

Designation of the Officer and Seal

**TENDER FOR SUPPLY AND INSTALLATION, OF WATERMETERS OF DIFFERENT SIZES AT
DIFFERENT LOCALITIES IN LUCKNOW TOWN.**

Technical Specification

The required water meters are supposed to be installed at different localities as desired by ULB in the premises of both domestic and commercial consumers of ULB ,name address and list of consumers shall be provided by ULB. The contractor will be required to install the meters at different sites; hence rate of installation should be quoted accordingly. The Tenderer will be asked to install the meter within 12 month after supply of the material, if the contractor fails to do so, the flow meter will got installed by the department and balance payment of the material will be forfeited. The contractor shall also be required to enter in to an agreement with ULB i.e. Part-B without which bid shall not be entertained The specifications should be as under. The contractor shall supply all specifications as below:-

- 1 Make and relevant standard
- 2 End Connection
- 3 class
4. Metrological characteristics
 - 4.1 Accuracy
 - 4.2 Start of registration
 - 4.3 Lower limit of flow
 - 4.4 Transitional flow
 - 4.5 Nominal flow
 - 4.6 Maximum flow
 - 4.7 Test pressure
 - 4.8 Temperature suitability
 - 4.9 Dial registration
 - 4.10 Smallest reading
- 5.0 Description
 - 5.1 Meter Threads
 - 5.2 End connection threads
 - 5.3 Length of meter with couplings
 - 5.4 Height
 - 5.5 Width
 - 5.6 Weight with couplings
- 6 Accuracy curve
- 7 Head loss curve
- 8 Dimensions

General Manager

Signature of Contractor

SCHEDULE 'G'(PART-A)

Sl. No.	Description of item	Qty.	Rate in Rupees	Amount in Rupees
1	Supply of turbine type multi jet dry dial domestic water meters with magnetic couplings conforming to Class –B of ISO - 4064 and ISI marked of following sizes along with a gate valve of required size. a.15 mm b.20mm c.25mm d.32mm e.40mm f.50mm g.63mm	20000 2000 100 200 100 100 200		
2	Same as 1 above but EEC marked with pulse output for future AMR a.15 mm b.20mm c.25mm d.32mm e.40mm f.50mm g.63mm	20000 2000 100 200 100 100 200		
3	Same as 1 above but MID marked with pulse output for future AMR a.15 mm b.20mm c.25mm d.32mm	20000 2000 100 200 100		

	e.40mm f.50mm g.63mm	100 200		
	Note : selection of type as 1,2 or 3 and mark is subject to approval of ULB as per requirements			
	Total in figure		Total Rs.	

Signature of Contractor

General Manager (Peyjal)

SCHEDULE 'G'(PART-B)

Sl. No.	Description of item	Qty.	Rate in Rupees	Amount in Rupees
1	Installation charges of turbine type multi jet dry dial domestic water meters with magnetic couplings conforming to Class –B of ISO - 4064 and ISI marked of following sizes, along with a gate valve of required size before meter to facilitate repairs including all required jointing material and labour material complete in all respect as per detailed scope of work mentioned	20000		
	a.15 mm	100		
	b.20mm	200		
	c.25mm	100		
	d.32mm	100		
	e.40mm	200		
	f.50mm			
	g.63mm			
2	Same as 1 above but for EEC marked with pulse output for future AMR			
	a.15 mm	20000		
	b.20mm	2000		
	c.25mm	100		
	d.32mm	200		
	e.40mm	100		
	f.50mm	100		
	g.63mm	200		

2.1	Same as 2 above but MID marked with pulse output for future AMR a.15 mm b.20mm c.25mm d.32mm e.40mm f.50mm g.63mm	20000 2000 100 200 100 100 200		
3	Meter reading, generation and distribution of monthly user charges bills along with maintenance of meters and collection of bill amount as percentage on approved tariff of ULB(to be quoted as percentage of revenue generation @ approved tariff of ULB) a. for item 1 above b.for item 2or 2.1 above			
	Total in figure		Total Rs.	

Signature of Contractor

General Manager (Peyjal)

