

**U.P.STATE INDUSTRIAL DEVELOPMENT AUTHORITY.,
ELECTRICAL DIVISION-II
TRANS DELHI SIGNATURE CITY, GHAZIABAD**

CONDITION OF AGREEMENT

Definition

Unless there be something repugnant in the subject or context the terms defined below are used in the contract in the sense here explained :-

Authority - Means the U.P.State Industrial Development Authority, Kanpur with its Sub-Offices.

Chief Executive Officer - Means the Chief Executive Officer U.P.State Industrial Development Authority, Kanpur.

Gr. Manager Eng. - Means the Chief Engineer Project of U.P.State Industrial Development Authority Kanpur having Superintendent on Engineering Division.

Sr. Manager, Elect. - Means the Sr. Manager, Elect. of U.P.State Industrial Development Authority, Kanpur.

Manager, Elect. - Means the Manager, Elect. of U.P.State Industrial Development Authority, Kanpur.

The Engineer in charge shall mean the Divisional Officer or the Manager, Elect. as the case may be who shall be supervise and be in charge of the work.

**Security
deposit**

Clause 1 : The contractor shall permit Authority at the time of making any payment to him for work done under the contract to deduct 10 percent of all moneys as payable on account of security deposit until such deductions as along with the sum already deposited as Earnest Money to be adjusted in the last deduction will amount.

- (i) In the case of works estimated to cost up to Rs. 1,00,000/- to 10 percent of the estimated cost.
- (ii) In the case of works estimated to cost more than Rs. 1,00,000/- and up to Rs. 2,00,000/- to 10 percent on the first Rs. 1,00,000/- and 7-1/2 percent on the balance.
- (iii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10 percent on the first Rs. 1,00,000/- and 7-1/2 percent on the next Rs. 1,00,000/- and 5 percent on the balance unless he is/they are exempted from payment of security deposit, in individual cases or has/have deposited the amount of the security at the rates mentioned above in cash or in the form of Govt. Securities or Fixed Deposit Receipts.

Clause 1 (a) : Release of Security: Security deposit of the contractor in respect of a work shall be refunded to him after Deposit Receipts.

Clause 2 (a) : The contractor should arrange all material required for execution of work with reasonable speed time factor being an important aspect of the contract in case at least half the quantity of material of proper specification does not reach the site of work even after a lapse of 50% of the time allowed the Sr. Manager, Elect. after proper verification of the above fact shall have right to rescind the contract and the earnest money deposited by the contractor shall be forfeited.

Arrangement of
material

(b) The time allowed for carrying out the work as entered in the bond shall be strictly observed by the contractor and shall be reckoned from the date on which clear site is given to the contractor by the J.E./A.E. along with pit marks. This date shall be confirmed by the A.E. to the contractor under intimation to Sr. Manager, Elect. (Elect.) The work shall throughout the stipulated period of the contractor be proceeded with due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Sr. Manager, Elect. (Elect.) (Whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced to be paid under the provisions of the Clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

Penalty on delay
in completion
work

(c) The contractor shall have to disclose his sources of procurement of main items of stored such as conductor poles and street light fittings. He will also produce such documentary evidence which may be sufficient to satisfy the Sr. Manager, Elect. or his nominee regarding quality of the product and genuineness of the source of supply.

Source of supply of
material

Clause 3 : In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum of deducted by installments) The Sr. Manager, Elect. (Elect.) on behalf of the Authority shall have power to adopt any of the following course as he may deem best suited to the interest of Authority.

Action on whole
of security
deposited forfeited

(a) To rescind the contractor for which rescission notice is writing to the contractor under the hand of Sr. Manager, Elect. (Elect.) or communicated through Manager, Elect./Jr. Engineer shall be conclusive evidence in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Authority.

(b) To employ labour paid by the Authority and to supply materials to carry out the work or nay part of the work debiting the contractor with cost of the labour and material (for this purpose certificate from the Manager, Elect./Jr. Engineer shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract and the certificate of Manager, Elect./Jr. Engineer as to the value of the work done shall be final and conclusive against the contract.

(c) To measure up the work of contractor and to take such part there of as shall be unexecuted out of his hand and to give it to another contractor to complete in which case any expenses may be incurred in excess of sum which would have been paid to the original contractor if the whole had been executed by him (for such excess amount the certificate in writing of the Manager, Elect./Jr. Engineer shall be final and conclusive) shall be borne and paid by the original contractor & may be deducted from nay money due to him by Authority under the contract or otherwise or the Manager, Elect./Jr. Engineer. The contractor shall have no claim to compensate for any sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or for the performance of the contract and in case the contract shall be rescind under the provision aforesaid the contractor shall not be enlisted to recover or be paid any sum for any work there to actually performed under this contract unless and until the Manager, Elect./Jr. 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.

Clause 4 : In any case in which any of the powers conferred upon the Manager, Elect. / Jr. Engineer by clause-3 hereof shall have become exercisable and if the same is not exercised the non exercising of power shall not constitute a waiver of any of the condition here of and such power shall not withstanding be 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 Manager, Elect./Jr. Engineer putting in force either of the power (a) or (c) vested in him.

Contractor remains liable to pay compensation if action not taken under clause-1

Under the preceding clause he may if he so desired taken possession of all or any tools plant or materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any pay thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Manager, Elect./Jr. Engineer whose certified shall be final otherwise the Manager, Elect./Jr. Engineer may give notice in writing to the contractor or his clerk or the work foreman or other authorised agent requiring him to remove such tools plant material 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 of the Manager, Elect./Jr. Engineer may remove at the contractor's expenses or sell them by suction or private sale on account of the contractor and at his risk in all respects and the certificate of the Manager, Elect./Jr. Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any sale shall be final and conclusive against the contractor.

Power to take possession of required removal of or sale contractor's plant

Clause 4 (a) : All materials at site, plant & equipments temporary works etc. are deemed to be the property of the Authority if contract is terminated because of Contractors default.

Clause 5 : if the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindered in its execution or any other ground he shall apply in writing to the Sr. Manager, Elect. and the competent Authority will sanction such extension, as may in his opinion be necessary and his decision shall be final.

Extension of time

Clause 6 : On completion of the works the contractor shall send a registercal notice to Sr. Manager, Elect. giving the date of completion and shall request the Manager, Elect./Jr. Engineer to give him a certificate or completion but no such certificate shall be given not shall the work be considered to be complete until the contractor should have removed from the premises on which the work had been executed all scaffolding surplus materials and rubbish and cleared of the dirt from all wood work, windows, walls floor or other parts of any building in upon or about which the work had been executed or of which he may have had possession for the purpose of the execution thereof. If the contractor finals to comply with the requirements of this clause as so removal of scaffolding

Registered notice by contractor intimating completion of work to Executive Engineer

surplus material, rubbish and cleaning of the dirt on or before the date fixed for completion of the work the Manager, Elect./Jr. Engineer may at the expenses of the contractor remove such scaffolding surplus material and rubbish and dispose of the same as he thinks fit & clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding surplus material as aforesaid except for any sum actually realised by the sale thereof. On completion the work shall be measured by the Jr. Engineer In charge and checked by the Manager, Elect.. Such measurements shall be binding and conclusive on the contractor.

Clause 7 : No payments shall be made for works estimated to cost less than Rupees one thousand till the whole of the work is completed and a certificate of completion given. But in the case of work estimated to cost more than Rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive monthly payment proportionate to the past thereof if approved and passed by the Manager, Elect./Jr. Engineer whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for works actually done and completed and shall not preclude the requirement of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected. The final bill shall be submitted by the contractor within month of the date fixed for completion of the work otherwise the Manager, Elect./Jr. Engineer certificate of the measurement and or the total amount payable for the work accordingly shall be final and binding on all parties.

Intermediate
payment to be
regarded as advance

Clause 8 : All bills submitted by the contractor each month on or before the date fixed to the Manager, Elect./Jr. Engineer for all work executed in the previous months and the Manager, Elect./Jr. Engineer shall taken or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as for as admissible adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Sr. Manager, Elect. (Elect.) may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Manager, Elect./Jr. Engineer may prepare bill from such list which shall be binding on the contractor.

Bills to be
submitted monthly

Clause 9 : If the specification of estimate of the work provide for use of any special description of material to be supplied from the Manager, Elect./Jr. Engineer's store of it is required the contractor shall used certain stores to be provided by the Manager, Elect./Jr. Engineer (such materials and the stores the price to be charged thereof as herein after mentioned being so far as practicable for convenience of the contractor but not so as in any way to control the meaning of effect of the contract) as specified in the schedule or memorandum here to annexed, the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of this contract only and the value of the full quantity of the materials and stores supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due, to the contractor under his contract or otherwise, or against or from the security deposit for the purpose. All material supplied to contractor are the property of the contractor but shall not any account be removed from the site of the work except with the written permission of the Sr. Manager, Elect. (Elect.) or under the order of the Manager, Elect./Jr. Engineer and shall at all times be open to inspection by the Manager, Elect./Jr. Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract may be special arrangement be taken over by the Authority at the prevailing market rates if required for use on other works in progress provided that the price allowed shall not executed the amount charged to contractor.

Stores supplied
by corporation

Clause 10 : The contractor shall execute the whole and every part of the work in the most sustainable and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Manager, Elect. and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspecting during office hours and the contractor shall if he so requires be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs, drawings and instructions aforesaid.

Work to the design
& specification

Clause 11: The Sr. Manager, Elect. (Elect.) shall have power to make any alternation or addition to the original specification drawings designs and instructions that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry put of work in accordance with any instructions which may be given to him in writing signed by Sr. Manager, Elect. (Elect.) and such alterations shall not invalidate the contract and any additional

Alterations
specification and
design

work which the contractor may be directed to do so in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all prospects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and certificate of the Sr. Manager, Elect. (Elect.) shall be conclusive as to such proportion. And if the additional work includes and class of work for which no rates is specified in the contract then such class of work shall be carried out at the rates entered in the PWD Schedule or rate of Elect. Division Items that are neither included in the bill of the tender nor in the rate will be worked out.

Change in the size of conductor at the time of execution due to any reason will not be treated as an extra item.

- (a) By analysis from the nearest analogous item in the bond or from the nearest analogous group of items I the PWD/Elect. Div. Schedule Rates whichever is less.
- (b) If these are not possible the by analysis based on the market rates of labour and material. The rate of all such items shall be approved by the Sr. Manager, Elect. (Elect.) whose decision shall be final and binding on the contractor.

Clause 12: If at any time after the commencement of the work the Sr. Manager, Elect. (Elect.) shall for reason whatsoever not require the shoal thereof as specified in the tender to be carried out, the Sr. Manager, Elect. (Elect.) shall give notice in writing to this fact to the contractor who shall have no claim to any payment of compensation, whatsoever on account of nay profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings and instructions which shall involve any curtailment of the work as originally contemplated, nor shall have any claim to compensation by reason of his having purchased or procured material with a view to the execution of the work for the performance of the contract. But the Manager, Elect./Jr. Engineer shall have the option to taken over the materials at site, if of approved quality and not in excess of the requirement of the work and the contractor shall be actual cost thereof (for the amount of this cost a certificate by the Manager, Elect./Jr. Engineer shall be binding on the contractor) In the event of this option not being exercised the contractor may submit to the Sr. Manager, Elect. (Elect.) within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the Chief Executive Officer who will decide what sum if any, should as a matter of grace be paid to the contractor to compensate him for loss suffered by him and the decision of Chief Executive Officer shall be final and binding on the contractor.

Clause 13 : If it shall appear to the Asset. Engineer/Jr. Engineer or his subordinate in change of the work that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing from Manager, Elect./Jr. Engineer specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be remove the materials or articles so specified and provide after proper and suitable materials or articles at his own proper charge and cost, and in the event or failing to do so within a period to be specified by the Manager, Elect./Jr. Engineer in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the contract for every day not exceeding ten days, and in the case of his failure the Manager, Elect./Jr. Engineer may rectify or remove and reexecute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor.

Clause 14 : All works under or in course of Execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Sr. Manager, Elect. (Elect.)/Manager, Elect. and his subordinate and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of the Manager, Elect. or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or having reasonable agent duly accredited in writing present for that purpose. Order given to the contractors agent shall be considered to have the same force as if they have been given to the contractor himself.

Rate of work not in estimate or Schedule of rate of the division

No compensation for alteration or reconstruction of work to carried out

Compensation payable in case bad work

Work to be open to inspection Contractor or responsible agent to be present

Clause 14 (a) : The contractor shall rely on site investigation reports carried out through any other Agency by Authority.

Clause 14 (b) : An order book will be kept at the site of the work in which day to day instructions shall be recorded by the Engineer in- charge or his representative. The Contractor or his authorised agent will be required to sign the order book to acknowledge these instructions.

Clause 15 : The contractor shall give not less than five days notice in writing to the Manager, Elect. or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured & correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover-up or placed beyond the reach of measurement any work without the consent in writing of the Manager, Elect. or his subordinate in-charge of the work and 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 contractors expenses or in default thereof no payment of allowance shall be made for such work or the materials with which same was executed.

Notice to be given before work is covered up

Clause 16 : If the contractor his work people or servant do some work which is actually substandard but done it such a manner that imperfection becomes apparent only after two three use after issue of a completion certificate the contractor shall make the same good at his own expense or in default the Manager, Elect./Jr. Engineer may cause the same to be done by other workman and deduct the expense for which the certificate of the Manager, Elect./Jr. Engineer shall be final from any sum that may be then or any time thereafter may become due to the contractor or shall be deducted from his security deposits.

Responsibility for imperfection detected subsequently

Clause 17 : The contractor shall supply at his own cost all materials (except such special materials of any, as may in accordance with the contract be supplied from the Manager, Elect.'s stores) plant, tools, appliances, implements, ladders cordage's tackle scaffolding and temporary work, requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with requirements of the Manager, Elect./Jr. Engineer as to any matter which under these condition he is entitled to be satisfied or which he is entitled to required together with carriage thereof to and from the work site. The contractor shall also supply without charged 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 or material, failing this the same may be provided by the Manager, Elect./Jr. Engineer at the expenses of the contractor and the expense may deducted from any money due to the contractor under the contract or from his security deposit the contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expense of defense of every suit action or other proceedings at low that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damaged and cost which may be awarded in any such suit action or proceeding to nay such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant ladders scaffolding etc.

Clause 18 : The contract shall not be assigned or sublet without the written approval of the Sr. Manager, Elect. and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditor or attempt to do so or if any bribes, gratuity gift, loan requisites, reward to advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servant or agents to any public officer or the person in the employ of Authority in any way relating to his office or employment or if any such Officer or person shall become in any way directly or indirectly interested in the contract the Sr. Manager, Elect. may there upon by notice in writing rescind the contract and security deposit of contractor shall there upon stand forfeited and be absolutely at the disposal of the Authority and the same consequence small ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work actually performed under the contract.

Work not be sublet Contractor may be rescinded and security deposit forfeited for subletting or if contractor becomes insolvent.

Clause 19 : All sums payable by the way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damage sustain and whether of the any damage shall have been sustained.

Sum payable be way of compensation to be considered as reasonable compensation without reference to actual loss

<p>Clause 20 : In the case in tender by partners nay change in the constitution of the firm shall be forthwith notified by the contractor to the Sr. Manager, Elect. for his information.</p>	<p>Change in constitution of firm</p>
<p>Clause 21 : All works under the contract shall be executed under the direction and subject to the approval in all respect of the Manager, Elect. who shall be entitled to direct in what manner there are to be commenced and from time to time carried out in general the work shall be carried out as per specification of PWD Schedule 2000 and SIDC Schedule of rates as amended up to date also satisfying the conditions of I.E. Rules.</p>	<p>Work to be executed under direction of Asstt. Engineer</p>
<p>Clause 21(a) : Samples of any items of work, where considered necessary shall have to be got approved from Engineer in charge before execution. The contractor shall find out from the Engineer in charge the manner in which he has to get samples approved.</p>	
<p>Clause 22 : All conductor, cables and materials used in Electrification work shall be according to relevant latest I.S. specification. All poles used by the contractor in construction of line shall strictly conform to latest I.S.S. particularly in respect of the following:</p>	
<p>(a) Single longitudinal weld seam if welded tubes are used in manufacture. (b) Freedom from harmful surface defects (c) Dimensions to be within permissible tolerances (d) Protection against decision.</p>	
<p>The contractor shall have to produce test certificate in respect of the poles used as per provision of clause 18 of I.S. 2713-1969.</p>	
<p>Taper <u>piuge</u> as per ISS shall be provided by the contractor on each pole and the same shall be fixed by specific size of screws.</p>	
<p>Clause 22(a) : Any thing of historical or other interest or of significant value unexpectedly discovered at the site is the property of the Authority. Then contractor is to notify the Engineers in charge of such discoveries and carry out the instructions for dealing with such situations.</p>	
<p>Clause-23 : Except where otherwise specified in the contract the decision of the Sr. Manager, Elect. (Elect.) shall be final conclusive and binding on all parties to the contract upon all question relating to the meaning specification designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the works or as to any other questions claims right matter or thing whatsoever in any way arising out of or relating to the contract designs specifications, estimates instructions, order, or these condition or otherwise concerning the work or the execution or failure to execute the same whether arising during the work or after the completion be final conclusive and binding <u>by</u> the contractor.</p>	<p>Decision of the Executive Engineer to be final</p>
<p>Clause 24 : In every case in which by virtue of the provision of section 12 sub section (1) of the workman's compensation Act. 1923, Authority is obliged to pay compensation to a workman employee by the contractor or by and sub contractor from him in the execution of the said work. Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Authority under section 12 sub section (2) of the said act Authority shall be at liberty to recover such amount or any part thereof by deducting it either from the earnest money deposited by the contractor to his credit under clause-1 of these conditions or from any other sum due by Authority to the contractor whether under this contract otherwise Authority shall not be bound to contest any claim mad 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 Authority full security to all cost for which Authority might be liable in consequence contesting the claim.</p>	<p>Strike out this clause in the case of an item's rate contract</p>
<p>Clause 25 : The contractor shall also arrange for complete watch & security of the installation till it is energised at the rated voltage and handed over to U.P.State Electricity Board/Local Body. He will also meet the cost of replacement of conductors pilfered from the line and any of the line material impaired or damaged by some miscreant. Storm or heavy rains without any additional cost to the Authority. The work of realignment of poles resetting of X-arms, repainting of poles & reshaping of plinth shall be done by the Contractor free of cost within 15 days from the date of issue of letter by the representative of this division till this work is not handed over to U.P.State Electricity Board.</p>	<p>Security of installation till handed over</p>
<p>Clause 26 : The contractor shall provide proper facilities to the Electrical Inspector of U.P. Govt. or his authorised representative while conducting inspection & will obtain satisfactory, rectification of work from hi. all expenses incurred in arranging inspection, including any fee involved shall be borne by the contractor.</p>	<p>Inspection by Electrical Inspector</p>
<p>Clause 27 : The terms 'fixing' of any item includes cost of required labour, T&P, Bolts, Nuts, Washers & any other material or accessory required for proper fixing of the item concerned no extra cost in this regard shall be payable by the Authority to the contractor.</p>	<p>Meaning of term 'fixing'</p>

<p>Clause 28 : The contractor shall have to submit B & L form within month after completion of work to the site Engineer for his checking and this shall be reported in writing along with the date of completion of work immediately to this office for further action at this end.</p>	<p>Submission of b & L forms.</p>
<p>Clause 29 : All the papers signed by the parties to this contract and bound together and sealed shall be deemed to form part of the contract bond and shall be read as condition of contract.</p>	
<p>Clause 30 : The contractor shall supply every labour employed by him with identity card.</p>	
<p>Clause 31 : The contractor shall on the direction of i.e. Manager, Elect./Jr. Engineer immediately dismiss from the works any person employed there on who may in the opinion of the Manager, Elect./Jr. Engineer be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Manager, Elect./Jr. Engineer.</p>	<p>Dismissal of workman</p>
<p>Clause 32 : The contractor shall be responsible for all damages of the structural or other property of the Authority or any other organisation caused due to neglect of himself or his employees during execution of work. all such damages shall be made good by the Contractor free of charge without any claim from any other party.</p>	<p>Damage to per property insurance in respect of</p>
<p>Clause 33 : If water tight Street Light fittings are to be installed by the contractor the same shall be purchased from the manufacturers or authorised dealers of the specified made only. The accessories used shall have best available quality and the chokes used shall be copper wound. High power factor fittings shall be used as specified in the bond.</p>	<p>Street light fittings</p>
<p>Clause 34 : A whole time foreman shall be employed by the contractor who will remain at site of work to receive order or any instruction from the Engineer in charge.</p>	
<p>Clause 35 : The work shall be done strictly in accordance with the drawings and positions marked therein. However, notwithstanding any information given to him he should contact Engineer in charge or his local representative for proper completion of work.</p>	
<p>Clause 36 : The contractor while executing the work shall confirm to the provision of any Govt. Act regulation bye-law of local authorities relating to the work and will give all notice required by the said Act regulation or bye-law to energise the electric installation and procuring electric supply. any security or deposits of any form required by State Electricity Board for releasing power or energising such installation shall be met by the Authority but any expenditure required for proper observation of provision of any Govt. Act/regulation or bye-law of local authorities relating to the completion & energisation of work shall have to be met by the Contractor.</p>	
<p>Clause 37 : No completion certificate shall be issued by Manager, Elect. concerned until the executed drawings and B&L forms are submitted. Three sets of drawings shall be prepared and submitted by Contractor without any extra charge.</p>	
<p>Clause 37(a) : The contractor shall be bound to defend all suits and to bear all expenses that may be incurred by reason of any person bringing any complaint or action in consequence of any damage caused in the performance of the contract. The concerned Sr. Manager, Elect. may on learning may such complaint or action with hold and retain, out of any money which may be due or which may become due to the contractor. pending the final decision of such suit or action, the amount of recovery of which such actions is brought against the contractor or jointly against him and Authority.</p>	
<p>Clause 38 : If desired by the Sr. Manager, Elect. (Elect.) the covered works grouting and sections of concealed wiring and similar other work which are not exposed to the surface shall be dug out to the extent desired by the aforesaid officer and shall be put to suitable test. All such works shall be done again and parts distracted during testing shall have to be replaced with slandered I.S.S. marked part or part approved by the Sr. Manager, Elect. (Elect.) by the contractor at his cost. No extra payment shall be made by the Authority for replacement of such parts.</p>	
<p>Clause 39 (a) : The contractor shall co-operate and share the site with the other contractors, public authorities/utilities and the employer. The contractor shall also provide facilities and services for them as per directions of Engineer in charge.</p>	
<p>Clause 39(b) : The contractor should do his work in such a way that the work of other contractors in the near vicinity is not hampered in any manner.</p>	

CONTRACTOR

SR. MANAGER, ELECT.
Electrical Davison-II
U.P.State Industrial Development Authority
Ghaziabad

ADDITIONAL CONDITION TO BE INCORPORATED IN THE TENDER FORM

The successful tenderer shall deposit a performance security at the rate of 5% (Five percent) of the Contract Value at the time of registration of Contract Bond in the form of a Bank Guarantee, Fixed of Time Deposit Receipt of any Nationalized Bank of India pledged in favour of the Sr. Manager, Elect., UPSIDA, in lieu of his assurance of proper execution of entire work as per provision of the tender paper in term of the Contract Bond. The contractor will be liable for forfeiture of this security in case failing to discharge his responsibility at any stage after the registration of the Contract Bond. However, this performance security shall be refunded / released to the Contractor when sufficient security deposit from the bills of contractor is available as required under clause-1 of condition of agreement attached to the Contract Bond.

CONTRACTOR

**SR. MANAGER, ELECT.
Electrical Davison-II
U.P.State Industrial Development Authority
Ghaziabad**