

**NAINIAL DUGDH UTPADAK SAHAKARI SANGH LTD,
LALKUAN(NAINITAL)-262402**

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TimeTender Notice no. 02/NDUSS/Engg/2025-26 Date 20.12.2025



TENDER DOCUMENT FOR:

**Name Of Work- (1) CONSTRUCTION OF SILOBUNKER AT DUSS
JEETPUR FARM**

	नैनीताल दुग्ध उत्पादक सहकारी संघ लि. लालकुआं (नैनीताल) निविदा सूचना निविदा सूचना संख्या-02- / एनडीयूएसएस / इंजी0 / 2025-26 दिनांक-20.12.2025 सर्व साधारण को सूचित किया जाता है कि इस संस्था में निम्न कार्य हेतु अलग-अलग निविदायें, टू-बिड सिस्टम के अन्तर्गत दिये गये विवरण के अनुसार दिनांक 24.12.2025 से 10.01.2026 को सायं 05:00 बजे तक इच्छुक निविदादाताओं से आमन्त्रित की जाती है। जिन्हें दिनांक 12.01.2026 को प्रातः 11:00 बजे उपस्थित निविदादाताओं के सम्मुख इस कार्यालय में खोला जायेगा- 1. गौलापार क्षेत्र में 04 साईलोबंकर का निर्माण कार्य 2. मुख्य दुग्धशाला लालकुआं में ई0टी0पी0 का वार्षिक रख-रखाव एवं संचालन हेतु ई-निविदा विस्तृत निविदा प्रपत्र इस कार्यालय से प्राप्त या वेबसाइट www.ucdfaanchal.org से डाउनलोड किया जा सकता है। क्रम संख्या-02 पर वर्णित ई-निविदा प्रपत्र ई प्रक्योरमैन्ट पोर्टल https://uktenders.gov.in पर देखे एवं अपलोड किये जा सकते हैं। ई निविदा की समस्त शर्तें निविदा प्रपत्र में उल्लेखित हैं। एक या समस्त निविदाओं को निरस्त करने का अधिकार सामान्य प्रबन्धक के पास सुरक्षित रहेगा। नोट:-उक्त निविदा से सम्बन्धित जानकारी निविदा सूचना प्रकाशन उपरान्त किसी भी कार्यालय दिवस में कार्यालय से प्राप्त की जा सकती है। (अनुराग शर्मा) सामान्य प्रबन्धक (मुकेश बोरा) अध्यक्ष
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निविदा की शर्तें:-

- 1-उपरोक्त कार्य हेतु निविदा प्रपत्र दिनांक 24.12.2025 से दिनांक 10.01.2025 तक कार्य दिवसों में प्रातः 10.00 बजे से 5.00 बजे तक इस कार्यालय से निविदा प्रपत्र का मूल्य नकद धनराशि / डी0डी0 जमा कर प्राप्त कर सकता है।
- 2-टेण्डर प्रपत्र का मूल्य GST सहित हैं। निविदा प्रपत्र वेबसाइट www.ucdfaanchal.org से डाउनलोड किया जा सकता है। वेबसाइट से टेण्डर डाउनलोड करने पर टेण्डर मूल्य अलग से जमा करना होगा। टेण्डर मूल्य जमा किये बिना निविदा स्वीकार नहीं की जायेगी। निविदा में दी गयी दरें "फर्म" होनी चाहिए तथा उनमें कोई अन्तर किया जाना / निगोशिएशन अनुमन्य नहीं होगा।
- 3-दुग्ध संघ बिना कारण बताये एक या सभी टेण्डर निरस्त कर सकता है। टेण्डर की अन्य शर्तें नैनीताल दुग्ध उत्पादक सहकारी संघ लि. लालकुआं (नैनीताल) कार्यालय से प्राप्त की जा सकती हैं।
- 4-निविदा खोलने हेतु निर्धारित तिथि को अवकाश होने पर निविदा अगले कार्य दिवस को पूर्व निर्धारित समय पर खोली जायेगी।

सामान्य प्रबंधक
नैनीताल दुग्ध उत्पादक सहकारी संघ लि.

**NAINITAL DUGDH UTPADAK SAHAKARI SANGH LTD,
LALKUAN(NAINITAL)**

TenderSchedule/Tender :All pages of BOQ sheets to be filled, signed and Submitted to the NDUSS office.

ComprehensiveBIDFor :

S.N.	NameofWork	Approx. Cost ofwork.	Tender Fee(Rs.)	EMD(R s.)	MinimumCl ass ofregistratio n	tenderVal idityperio d	WorkPeri od
1	CONSTRUCTIO N OF SILOBUNKER AT DUSS JEETPUR FARM	Rs.5.00 Lakhs	590.00	15000.00	Registered in any govt. department with class-E or above in Civil work	45 Days	01(one)Mo nths

TenderSchedule:

	TenderNoticeno.	5509-13/P&I-ZICA/Silage/2024-25 Date 05.03.2025
	Start of tender documentsalefromND USS	24.12.2025,02.00 PM
	Last Date & Time for sale ofTenderBids	10.01.2026up to 05.00 PM
	Download tender bids from website	24.12.2025up to 02.00 PM
	Last Date & Time for Receipt of Tender Bids	10.01.2026up to 05.00 PM
	Time & Date of Opening ofTender- (a)TechnicalBids	12.01.2026 at 12.00 PM
	Time & Date of Opening ofTender- (a)FinancialBids	Will be notify after evaluated technical bid.
	Place of Opening of TenderBids	OFFICE OF THE GENERAL MANAGEL NAINITAL DUGDH UTPADAK SAHAKARI SANGH LTD. LALKUAN (NAINITAL)
	Note	If there is a holyday on scheduled opening date, the Tenders will be opened on next working day.

निविदा हेतु आवश्यक अर्हताएं निविदा हेतु आवश्यक अर्हताएं

(अ) तकनीकी बिड-कृपया आवश्यक अर्हताओं की पूर्ति हेतु निम्न प्रपत्रों की स्वहस्ताक्षरित छाया प्रति तकनीकी बिड में संलग्न करें।

1-पंजीकरण:- निविदादाता को राज्य/केन्द्र सरकार के विभिन्न राजकीय विभागों/ निगमों/उपक्रमों/पंचायतों आदि में भवन निर्माण/सड़क निर्माण (जैसा कि निविदा प्रपत्रों में वर्णित है) कार्य हेतु निविदा लागत के अनुरूप पंजीकृत होना आवश्यक है।

2-कार्य अनुभव:-निविदादाता को भवन निर्माण (जैसा कि निविदा प्रपत्रों में वर्णित है) कार्यों का अनुभव होना आवश्यक है। इस हेतु विगत 05 वर्षों में सफलतापूर्वक पूर्ण किये गये निर्माण कार्यों का सम्बन्धित विभाग द्वारा जारी किया गया कार्य पूर्णता प्रमाण संलग्न करें। निविदादाता द्वारा किसी एक वर्ष में इस तरह का न्यूनतम एक निर्माण कार्य, जिसकी लागत निविदा की लागत के 50 प्रतिशत से कम न हो, पूर्ण किया जाना आवश्यक है।

3-टर्न ओवर:-निविदादाता का वार्षिक टर्नओवर, कम से कम किसी एक वर्ष का, निविदा लागत के 50 प्रतिशत से कम नहीं होना चाहिए। इस हेतु निविदादाता द्वारा विगत 05 वर्षों में से किसी एक वर्ष में कार्य लागत के 50 प्रतिशतमूल्य का कार्य पूर्ण किया जाना आवश्यक है।

4- जी0एस0टी0पंजीकरण:-निविदादाता को राज्य में जी0एस0टी0 में पंजीकृत होना चाहिए।

5-पैन कार्ड की छायाप्रति संलग्न करें।

6- धरोहर धनराशि जमा से सम्बन्धित मूलप्रति।

7-निविदामूल्य की मूलप्रति। यह दुग्ध संघ में कैश या डी0डी0 के रूप में जमा किया जा सकता है।

8-निविदा स्वीकृति पत्र-निविदादाता को अपने लेटर पैड पर निम्नवत् निविदा स्वीकृति पत्र संलग्न किया जाना अनिवार्य है-

“मेरे द्वारा निविदा प्रपत्र में वर्णित निविदा की समस्त शर्तें ध्यानपूर्वक पढ़ ली गयी हैं एवं मैं इनसे पूर्णतः सहमत हूँ। मैं केन्द्र/राज्य सरकार के किसी भी राजकीय विभाग/निगम/उपक्रम/स्वायत्तशासी निकाय/कार्यदायी संस्था आदि द्वारा ब्लैकलिस्टेड नहीं हूँ। मेरे द्वारा निविदा के समक्ष जमा किये जा रहे समस्त प्रपत्र सही हैं। यदि मेरे द्वारा निविदा की किसी भी शर्त का उल्लंघन किया जाता है तो इसके लिए, निविदा की शर्तों के अनुसार, **दुग्ध संघ** द्वारा मेरे विरुद्ध की गयी किसी भी कार्यवाही के लिए मैं स्वयं उत्तरदायी रहूँगा”।

ब) वित्तीय बिड-निविदादाता द्वारा निविदाप्रपत्र में दिये गये बी0ओ0क्यू0 में आइटम वाइज दरे शब्दों एवं अंकों दोनों में भरा जाना अनिवार्य है। निविदादाता द्वारा दी गयी दरों में वर्तमान में लागू दरों पर जी0एस0टी0 एवं लेबर सेस सम्मिलित होनी चाहिए। वित्तीय बिड एक अलग लिफाफे में रखी जानी है।

(स) तकनीकी बिड एवं वित्तीय बिडदोनों पर टेण्डर नोटिस संख्या, काय का नाम एवं निविदादाता का नाम एवं पता (दूरभाष सहित) स्पष्ट अक्षरों में अंकित होना चाहिए।

NAINAIAL DUGDH UTPADAK SAHAKARI SANGH LTD,
LALKUAN(NAINITAL)-262402
Special Terms and Conditions of contract

The Tenders are invited in two bid system consisting of Technical bid and financial bid.

- 1- **Technical Bid:** It consists of EMD, Tender document fee, registration certificates in specified class for required work, GST registration, required work experience details/ work completion certificates or any other documents mentioned in the tender bid.
 - 2- **Financial Bid:** It consists of Rates quoted by the bidder in BOQ Form. Please online fill the rates on BOQ sheets . The rates quoted should be inclusive of all prevailing taxes like GST, Labor Cess etc.
- (3) Technical Bid- Qualifying criteria for contractors:**
(Self-attested Photo copy of following documents to be Uploaded by the contractor in the technical bid.)
- (a) **Registration:** Registration for Civil work (as mentioned in tender document) with Government department in specified Class to fulfill the eligibility criteria, as mentioned in tender.
 - (b) **Work Experience:** Experience on similar works executed during the last 7(seven) years and like monetary value, proof of satisfactory completion certificate (issued by the concerning organization) of works etc. The bidder should have completed at least one similar nature of work amounting 50% of the work value in one year, during the last 7(seven) years.
 - (c) **Turn Over :** The contractors annual work turnover should not be less than the 50% of work/contract value, at least for one year in last 7(seven) years,
 - (d) GST Registration Certificate.
 - (e) PAN CARD showing PAN NO.
 - (f) EMD deposited in original. NO old EMD, submitted earlier for any other work will be considered, if it is not liable to be released.
 - (g) Tender Fee deposited in original. It may be deposited in cash with NDUSS or in form of Demand Draft.
 - (h) **Tender Acceptance letter-** The bidder should upload tender acceptance letter on his letter pad. This should state that-
“I have read carefully all the terms and conditions of the tender document and agree with them. I have not been blacklisted by any state/central Departments/ PSU/Autonomous bodies/construction agencies etc. All the documents submitted by me against the tender are true. If I fail to comply any of the terms and conditions of the tender document, I will be responsible for any action taken by the NDUSS LALKUAN against me, according to the mentioned bid conditions.”
- (4) Financial Bid:** It consists of Rates quoted by the bidder in the tender BOQ. Please fill the rates online on BOQ sheets . The rate should be in figures as well as in words. The rates quoted should be inclusive of all prevailing taxes like GST/labourcess etc.
- (5)** The Tender fee & EMD envelope should bear tender notice no., name of work and contractors name with address & telephone numbers.

6. Earnest Money Deposit : All bidders should deposit earnest money with the tender as per following details if not mentioned in the bidding document :

S.N.	Work Value	Earnest Money Deposit
1	For works estimated to cost up to Rs. 25.00 Lakhs	@ 3% of estimated cost
2	For works estimated to cost above Rs. 25.00 Lakhs	Rs. 75 Thousands + 2% of estimated cost above Rs. 25.00 Lakhs

All tender bids should be accompanied by earnest money deposit either in the form of a Demand Draft drawn on any Scheduled Bank or Nationalized Bank in India, Term Deposit Receipt/ Fixed Deposit Receipt/NSC, Bankers Cheque issued by any Nationalized Indian Bank in favor of NAINIAL DUGDH UTPADAK SAHAKARI SANGH LTD, LALKUAN(NAINITAL), payable at Lalkuan. It may be deposited with NDUSS in cash also. The validity of EMD should be 45 days more from the last date of validity of the tender, but the period may be extended as per requirements.

All bidders may note that EMD submitted in the form of a cheque will not be considered.

Any tender bid which is not accompanied with the Earnest Money Deposit will be summarily rejected and no exemption shall be granted to any of the bidders in this regard. EMD of unsuccessful bidders would be returned within 120 clear days from the date of opening of the tender bids. However, no interest shall be paid on EMD for the period during which it lies with the NDUSS.

7. Performance Security:-

The performance security shall be provided by the contractor to the NDUSS not later than the date specified in the letter of acceptance and shall be issued for an amount of 5% of the contracts price or the estimated cost of the work, whichever is higher, in the form acceptable to the NDUSS from reputable local banks including scheduled banks or nationalized banks acceptable to the NDUSS. The performance security shall be valid until the date of issuance of completion Certificate. The NDUSS may increase the performance security to a level sufficient to protect it against the possibility of financial loss, if the lowest evaluated bid is unbalanced. The amount of additional performance security shall be worked out as follows:-

- (i) Up to 5% below the estimated cost - No additional performance security.
- (ii) From 5% below to 15% below the estimated cost, an additional performance security of 0.5% of the estimated cost for every 1% below the estimated cost.
- (iii) For more than 15% below the estimated cost, an additional performance security of 1% of the estimated amount for every 1% below the estimated cost.

Note:-

- 1- The performance security and Additional performance security as applicable shall be refundable to the contractor after satisfactory completion of the works and after the payment of the final bill.
- 2- The performance security deposit will be governed as per G.O. No: 6447/III(2)/11-20(Sa0)/11 dated 02.01.2013 or as per amended by government of Uttarakhand from time to time.

8. Security Deposit/Retention Money:

To ensure due performance of the contract, the NDUSS shall retain from each payment due to the contractor an amount of 5% of the bill amount, subject to a maximum of 5% of the contract price until the defects Liability period has passed and the Engineer has certified that all Defects notified by the Engineer to the contractor before the end of his period have been corrected. The defects Liability period shall be 12 months from the date of Completion of the contract. However no interest shall be paid to the contractor on this security deposit, in case of non compliance with any of the terms and conditions of this contract by the contractor, this security deposit or part of it, is liable to be forfeited by the NDUSS.

9. Work Guarantee Period (Defect Liability Period): The Work Guarantee period shall be **1 year (one year)** months from the date of the completion of the work in all respect. The work will be handed over to the milk union/ user by the department on prescribed format after its completion in all respect. The Security Deposit/Retention Money will be released to the Tenderer after successful completion of the work guarantee period. Any defects, if arise, in this period the Tenderer will be responsible to rectify the defects at his own cost. If he fails to do so, the department will be free to make the defects corrected at his cost & risk and the expenditure will be adjusted from this security. However no interest shall be paid to the Tenderer on this deposit, in case of any non-compliance with any of the terms and conditions of this contract by the Tenderer, this security deposit is liable to be forfeited by the department.

10. In case the bidder does not complete the work or violate any tender conditions/agreement conditions/work order conditions, his EMD may be forfeited and the bidder may be blacklisted.

11. Labourcess: As per Uttarakhand government rules, 1% labourcess will be deducted from contractor's bills and will be deposited by the NDUSS.

12. Liquidated Damages: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date the site is handed over to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of contractor). If the contractor does not complete the work in stipulated time as per specifications, penalty will be imposed on him @ 0.5% of the contract value per week of delay subject to a maximum of 10% of the contract value.

13. Advance payment: Ordinarily, advances to contractors are prohibited and payment will be made only against the work actually done. However, exceptions may be permitted in a few predefined uses only with the sanction of the competent authority. Some of these instances may include-

- (a) Mobilization advance
- (b) Advance against machinery equipment.
- (c) Advance for accelerating progress of work.

A Bank Guarantee issued by any nationalized bank, in favor GENERAL MANAGER NAINITAL DUGDH UTPADAK SAHAKARI SANGH LTD. LALKUAN (NAINITAL) or adjustment of advance will be taken from the contractor to secure the repayment or adjustment of advance or advance payments can be made up to 75% cost of the building materials, against materials supplied at site by the contractor.

14. Registration of contractors: The contractor, participating in the tender, should be registered with Uttarakhand Co-operative Dairy Federation Ltd. Haldwani in specific “Class and work” suitable to execute mentioned work. The Uttarakhand Co-operative Dairy Federation Ltd. Haldwani registration for civil works categorize the registration class as below-

Class	Work limit	Class	Work limit
Class - A	Up to any work cost	Class - D	Up to Rs. 40.00 Lakhs work cost
Class - B	Up to Rs. 150.00Lakhs work cost	Class - E	Up to Rs. 10.00 Lakhs
Class - C	Up to Rs. 100.00Lakhs work cost		

The tender is open only for the contractors registered with Uttarakhand Co-operative Dairy Federation Ltd. Haldwani for execution of civil works in relevant class.

15. Payments: Payments will be made to the contractors on the basis of actual work done at site. For any item of work partly done, payment may be made at proportionally reduced rates per as per assessment of the engineer in charge.

16. Price Variation: The contractor should take into account all fluctuations/variations of the market, no claim shall be entertained in this account after the acceptance of the tender and the currency of the contract. Only change in government taxes/ levies, if any, will be permissible on furnishing documentary proof.

17. Resolution of disputes & Arbitration: All questions and disputes relating to the meaning of the specifications, design, drawing and instructions herein and as to 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, designs, drawings, specification, 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 cancellation, termination, completion or abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. In this case the Registrar, co-operative dairies Uttarakhand will be the arbitrator and the decisions passed by him or his nominee will be final and binding on both the parties. The arbitration will be conducted in accordance with the prevailing co-operative arbitration act.

18. The tendered rate shall be deemed for the complete item of work in all respects and shall include all quarrying, royalty, testing, screens, tools and plants, railway freight carriage of materials to site, stacking and removing charges of any rejected materials, ZilaParishad and Municipal Taxes, Octroi, GST and all other taxes in force from time to time.

19. In case of time the tender must be signed by the partner or by the person holding power of attorney on behalf of the firm. In the letter case, a duly attested copy of the power of attorney must be attached with the tender.

20. The tenderer should fill in all blank space meant to be filled in them. Tenders are liable to be rejected if is not complied with.

21. The tenderers should write their full address with phone number on the tender form which should also be witnessed.

22. The tender are to be addressed to the GENERAL MANAGER NAINITAL DUGDH UTPADAK SAHAKARI SANGH LTD. LALKUAN (NAINITAL) and should be submitted in sealed covers with the name of the work on covers. The tenders may either be sent by registered post in double

sealed cover or Speed post or courier only. By hand tenders will not be accepted. NDUSS will not accept any excuse for non receipt of tenders due to loss or delay in postal transit.

23. Incomplete irrelevant, conditional or un witnessed tenders are liable to be rejected. Tenders not submitted on proper forms will not be considered.

24. No additions or alterations are permitted in the tender papers. If tenderer does so, the tender will not considered and will be rejected.

25. The successful tenderer shall be required to enter into an agreement with the NDUSS, on Rs. 100.00 non judicial stamp paper, for execution of the work for which the tender has been accepted.

26. All work should be executed strictly in accordance with the General Specifications attached with the tender and detailed specification of the PWD for extra item of work if any, not expressively mentioned in the bill of quantity PWD detailed specifications will be followed.

27. The NDUSS shall not be responsible for supply of any material including cement and steel and the same shall have to be arranged by the contractor himself. However he will be given reasonable facilities in procuring permits for cement but the ultimate responsibility shall be his.

28. The earnest money deposited by the unsuccessful tenderer shall be returned within Ninety days from the date acceptance of the tender.

29. When the tender is accepted, the contractor shall have to notify the names of two of this authorized skilled technical representatives one of whom will have to be always available at site of the work.

30. For sanitary and water installations, laying of water mains and sewers the contract or will have to employ licensed plumbers, if he is not a licensed plumber himself.

31. Any claim during the period of contract, for extra items etc. will be submitted in writing a week of such claim which arises, failing which the claim may not be entertained.

32. All building or electrical materials brought to the site for use on the works shall have be got approved by E/I before actual use. The bricks should be totally free from salt peter, Bricks with white marks on the fact will not be allowed to be used for masonry work.

33. Samples of all items of work to be executed will have to be got approved by the E/I before execution. If any material brought by the contractor needs testing in a laboratory such testing charges as well as related expenses on transport etc. shall be borne by contractor. This also applied to finished work as well.

34. The site will be cleared by the contractor of all waste materials, labor huts, dirt, debris etc. on completion of the work for which no extra payment will be made.

35. All the concrete for ordinary cement concrete and reinforced cement concrete shall be missed in mechanical concrete mixers and completed by mechanical vibrators. The contractor will have to make his own arrangement for these machines.

36. The design of building electrical/sanitary/water supply layout and other works as given in the detailed drawing, are liable to be modified or changed for which no claim will be entertained to the contractor for higher rates or any compensation.

37. The agreement for execution of the will be governed in all respects by the conditions given in-

i) Tender notice

ii) Special conditions

iii) Conditions of contract

iv) General Specifications and

v) PWD Uttarakhand detailed specifications, BIS codes or any other prevailing norms fixed by the Government for civil works.

38. The NDUSS will at its own discretion and convenience and duration of the execution of the work, make available at the land for construction of contractors field office, godowns, shops

and assembly yard required for the execution of the contract. The contractor shall at his own cost contract all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the engineer in charge.

On completion of the works undertaken by the contractor he shall remove all temporary works erected by him and have site cleaned as directed by engineer-in-charge. If the contractor shall fail to comply with these requirement, the engineer-in-charge may at the expenses of the contractor remove such surplus and rubbish materials and scope of the same as he deems fit and get the site cleared 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 surplus material disposed of as aforesaid. But NDUSS reserves the right to ask the contractor any time during the pendency of the contract to vacate the land by giving 7 days notice on security reason or material of interest or otherwise.

39. Land for residential accommodation for staff and labor will be made available with the discretion of the engineer in change, if available any, at the site.

40. The contractor shall have to make his own arrangements for the supply of water at his cost. All pumping, installation pipe net work and distribution system shall have to be carried out by the contractor at his own cost.

41. The contractor shall have to make his own arrangements for the supply of power at his cost . All the works shall be done as per Indian Electricity Regulations and passed by the engineer –in-charge. The temporary lines shall be removed by the contractor at his cost after the completion of the work if there is any hindrance, to other work due to the alignment of these lines.

42. The tender rates shall remain and valid for a period of 75 days from the date of opening the tender.

43. The tender shall visit the site of works to check the actual site conditions, availability of labor, communist actions, transport, accessibility of building materials to site etc. and study the tender paper before tendering.

44. All deduction on account of any taxes, fees etc. which are become the statutory obligation of the DUSS during pendency of contract or thereafter, shall be deducted from any payments due.

45. All the works will be carried out as per Public Works Department Uttarakhand Specification, laid down from time to time for civil works.

46. Any G.O. issued by the Uttarakhand Government, relating to civil work, will be binding on both i.e. on the contractor as well as on the UCDF.

General Manager
NDUSS Ltd, Lalkuan

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NAINIAL DUGDH UTPADAK SAHAKARI SANGH LTD,
LALKUAN(NAINITAL)-262402

General Terms and Conditions of Contract

CLAUSE 1 : The “Contract” means the document forming the tender and acceptance thereof and the formal agreement executed between the NDUSS Lalkuan, Nainital having its head office at lalkuanNainital and the contractor , together with the documents referred to therein, including these conditions the specifications, designs drawings and instruction issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.

CLAUSE 2 : In the contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned them-

a) The “work or work” shall unless there be something either in the subject or context repugnant to such construction shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.

b) The “Site” shall mean the land/or the other places on into or through which, work is to be executed under the contract, or any adjacent land path, or street which may be allotted or used for the purpose of carrying out the contract.

c) The “Contractor” shall mean the individual or company, whether incorporated or not undertaking the works and shall include the legal personal representatives of such individuals or the persons composing such firm or company or the successors of such firm or individual company.

d) The “Engineer-in-charge” shall mean the concerned Engineer as the case may be who shall supervise and be in-charge of the work.

e) The NDUSS shall mean the NainitalDugdhUtpadakSahakariSangh ltd. LalkuanNainital.

f) The General Manager shall mean the General Manager, NDUSS.

The “Estimated Cost” shall mean the cost of work or works as estimated on the basis of the tendered rate or rates agreed to between the parties of the contract.

CLAUSE 3: ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

(1) The officer accepting the contract on behalf to the NDUSS or Engineer In-charge shall have the power without prejudice to his right against the contract in any respect of any breaches of the contract and without prejudice to any rights to remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases:-

a) If the contractor having been given by the Engineer-in-charge a notice in writing (which notice under the hand of the Engineer-in-charge or communicated through his subordinate shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever of that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, shall omit to comply with the requirements or such notice for a period of seven days of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer In-charge (which shall be final and binding) will be unable to secure completion of the work by date of completion or he has already failed to complete the work by that date.

- b) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver on a manner or which entitle the court make a winding up order.
- c) If the contractor commit breach of any of the terms and conditions of this contract than those mentioned in sub clause (a) above.
- d) If the contractor commits any acts relating to nonpayment of labors mentioned in respective clause thereof.
- (2) When the contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the NDUSS or the engineer-In-charge shall have powers to adopt any one or more of following courses as he may deem best suited to the interest of the NDUSS-
 - (i) To determine or rescind the contract as aforesaid (of which termination or rescind on notice in writing to the contractor under the hand of the engineer-In-charge or communicated through any of his subordinates shall be conclusive evidence). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the General manager, NDUSS.
 - (ii) To employ labor paid by the NDUSS and to supply materials to carry out the works or any part the work debiting the contractor with the cost of the labor and the price of the materials of the amount of which cost and the part the certificate under the hand of the engineer-In-charge or communicated through any of his subordinates 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 the same rates as if it has been carried out by the contractor under the terms of this contract. The certificate of the engineer-In-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under this sub clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the NDUSS are less than amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - (iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexcused out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred to excess of the sum which would have been paid to original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the engineer-In-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the NDUSS under this contract any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

CLAUSE 4 : In the event any one or more of the courses mentioned in sub clause(2) above being adopted by the engineer-In-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case of action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless and until the engineer-In-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 5 : CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE (3)

In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the NDUSS or the engineer-In-charge by clause (3) here of shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute waiver of any of the condition here of and such power notwithstanding be exercisable in the event of and future case of default by the contractor for which by any clause of clauses here of be is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the engineer In-charge putting in force all or any of the powers tested in him under the proceeding clause, the engineer In-charge may if he so desires take possession of all or any tools, plant, materials or/and stores in or upon the works or the site there of or belonging to the contractor or procured by him and intended to be used for execution of the work on any part there of paying or allowing for the same in account at the contract rates or in the case of these; not being applicable at current market rates to be certified by the engineer In-charge whose certificate there of shall be final otherwise the engineer In-charge may be noticed in writing to the contractor or his clerk of the works foremen or other authorized agent require him to remove such tools, plants materials or stores from the premises(within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition the engineer In-charge may remove at contractor's expenses or sell them by auction or private sale on the account of the contractor and at his risk in all respects and the certificate of the engineer In-charge as to the expenses of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

CLAUSE 6 : EXTENSION OF TIME-

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably in writing to the officer accepting the contract on behalf of the NDUSS through the engineer In-charge and a copy thereof is sent to the Engineer In-charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the officer accepting the contract on behalf of the NDUSS shall in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may in his opinion, be necessary as proper provided that the extension of time should be limited to 50% of the total period of the contract but in no case exceeding six months, the case of extension of time beyond such period shall be submitted; to the authority next higher to the officer accepting the contract on behalf of the NDUSS provided always that if the contractor continues to perform the work beyond the date completion or the extended date, as the case may be without obtaining approval for extension as aforesaid the right of the NDUSS to claim compensation under clause 3 shall not deemed to have waived.

CLAUSE 7 : FINAL CERTIFICATE-

On completion of the work, the contractor shall sent a formal letter or registered notice to the Engineer-In charge giving the date of completion and sending a copy of it to the officer accepting the contract on behalf of the NDUSS and shall request the engineer In-charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to completed until contractor shall have removed from site on which the work be executed, all be executed, all scaffolding surplus materials and rubbish and cleared off the dirt from all wood work, doors, window, wall, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution there of and be has filed up the pits. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and completion of the work, the engineer In-charge may at the expense of the contractor to remove scaffolding surplus material and rubbish and dispose of the same as he thinks fit, and clean off and fill in the pits and aforesaid, and the contractor shall forth with pay the amount of all expenses so incur and shall have no claim in respect of any such scaffolding

or surplus materials as aforesaid except any sum actually realized by sale thereof. On completion of work, it shall be measured by the engineer In-charge himself or through the subordinates, whose measurement shall be binding and conclusive against the contractor provided that if subsequent to the taking of the measurement by the subordinates as aforesaid the engineer In-charge had reason to believe that the measurements taken by his subordinates are not correct, the engineer In-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledge by the contract and to take measurements again after giving reasonable notice to the contractor and such re measurements shall be binding on the contractor.

Within ten/thirty days of the receipt of the notice, engineer In-charge shall inspect the work and if there is visibly no defect on the face of the work shall give the contractor by engineer a certificate of completion. If the engineer In-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted, if on the other hand it is found that the certain visible defects to be removed, the certificate to be granted by engineer In-charge shall specifically mention the details of the visible defects along with the estimate of the cost of removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out have been removed by the contractor.

CLAUSE 8 : Payments for work contract-No payment shall be made for work estimated to cost less than Rs. One thousand till after the whole of work shall have been completed and certificate of completion given. Payment on intermediate certificate to be regarded as advance. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the engineer In-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only and not a payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or it shall not be considered as an admission of the due performance of the contractor or any part thereof in any respects or the occurring of the any claim nor shall it conclude, determine or effect in any the powers of the engineer In-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise in any other way vary or affects the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the engineer In-charge and payment shall be made within three months of submission of the such bills, of the amount of the contract, plus that of the additional items is up to Rs 2.00 lacks, and in six months if same exceeds Rs. 2.00 lacks. If there shall be any dispute about item or items of the work than the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance there of and if he fails to so, this claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 9 : BILL BE SUBMITTED MONTHLY-

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer In-charge for all work executed in the previous month and the engineer In-charge shall make or cause to be taken the requisite measurement for purpose of taking the same verified and 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 engineer In-charge may get the said work measured up in the presence of the contractor whose counter signature to the measurements will sufficient warrant and the engineer In-charge may prepare a bill for such shall be binding on the contractor.

CLAUSE 10 : CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE UCDF-

Before taking any measurement of any work as has been referred in the clause 6,7, and 8 hereof the engineer In-charge or asubordinate deputed by him shall give reasonable notice to the contractor. If the contactor fails to attend at the time of measurement after such notice or fails to countersign or record the difference within a week from the date of measurement in the manner required by the engineer In-charge then in any such event the measurement taken by the engineer In-charge by the subordinate deputed by him as the case may be shall not withstanding the provision in clause 8 be final and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 11 : BILL TO BE ON PRINTED FORMS-The contractor shall submit all bills on the printed form to be had on application at the office of the engineer In-charge and the charge in the bills shall be always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance or these conditions are not mentioned or provided or in the tender, at the rates thereafter provided for such work.

CLAUSE 12 : WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC-The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall confirm exactly and faithfully to the design drawings and instruction in writing relation to the work signed by the engineer and lodged in his officer and to which the contractor shall be entitle to have access to such officer for the purpose of inspecting during hours and contractor shall be furnished free of charge one copy of the specification and of all such designs, drawings and instruction are not included in the details. PWD specification for buildings and roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.

CLAUSE 13 : ALTERNATIONS IN SPECIFICATIONS AND DESIGNS-

The engineer In-charge shall have power to make any alteration in omissions from additions to substitution for, original speciation, designs and instruction that may appear to him to be necessary during the progress of the work and contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the engineer In-charge and such alteration omission addition or substitution , shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the the manner above specified as art of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of work shall be extended the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the engineer in charge shall be conclusive as to such proportion.

Over and above this, a further period to extent on 25 percent of the time so extended may be allowed to the contractor. The rate for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional, altered or substituted work are specified in the contact for the work the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the altered, additional or substituted work include any work for which no rates are specified in the contract for the work or can be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the schedule of rates minus/plus percentage which the total tendered amount bears the estimated cost of the entire work put to tender.

- iii) If the rates for the additional altered or substituted work are not specifically provided in the contract the work the rates will be derived from the rates for class of work as are specified in the contract for work.
- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub- clause (i) to (iii) above, then the rates for such work shall be worked out on the basis of the PWD schedule of rates of the District specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always than if the rate for a particular part or parts of the item is not the schedule of rates, the rate for such part or parts will be determined by the officer accepting the contract on behalf of NDUSS on the basis of prevailing market rates when the work was done.
- v) If the rate for the altered, additional of substituted work can be determined in the manner specified in sub-clause (i) to (iv) above the contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the NDUSS of the rate which it is his intention to charge for such class of work supported by analysis of the rates claimed and the officer next higher to the engineer In-charge shall determine the rates or rates on the basis of the prevailing market tastes and pay the contractor accordingly. However the officer accepting the contract on behalf of the NDUSS by the notice in writing will be at liberty cancel his order to carry out such class of work and arrange to carry out in such manner as may consider advisable. But under no circumstances the contractor shall suspend work on the plea of non settlement of rates of items, failing under the clause.

The rates under sub-clause (i), (ii) and (iii) shall be worked out by the officer accepting the contract on behalf of the NDUSS.

CLAUSE 14 : NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

-If at any time the commencement of the work the NDUSS shall for reasons, whatsoever, not require the whole there of as specified in the tender to be carried out, the engineer in charge shall give notice in writing of the fact the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full. But which he did not derive consequences of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alterations have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally completed nor shall have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract. But the engineer in charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirement of the work and to pay to contractor the actual cost thereof the amount of which cost a certificate by the engineer in charge shall be binding on the contractor. In the event of this option not being exercised the contractor may submit to the engineer in charge within one month of date of the order closing down work a detailed statement of the loss that he estimates he will sustain by removing selling or otherwise disposing of the materials, the estimate will be forwarded the General Manager NDUSS

who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him, for the loss suffered by him and the decision of General Manager NDUSS shall be final and binding on the contractor.

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

If it shall appear to the engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description provided by him for execution of the work which are unsound or of

a quality inferior to the contractor for or otherwise not in accordance with contract the contractor shall, on demand in writing from the engineer in charge specifying the work material or articles complained of notwithstanding that same may have been inadvertently passed, certified and paid forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require of as the case may be, remove the materials so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in event of his failing to do so within a period to be specified by the engineer in charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure the engineer in charge may rectify or remove and re-executed the work or remove and replace with others the materials or articles complained of, as the case may be, at the risk and expenses in all respects of the contractor.

CLAUSE 16 : ACCEPTANCE OF WORK AND CAUSING TECHNICAL EXAMINATION OF WORK-NDUSS shall have right to accept at reduced rates, substandard or defective work, and to cause on audit and technical examination of the work and the works and the running and final bills of the contractor including all supporting vouchers, abstracts etc, to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work on audit and technical examination any sum is found to have been done by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be awful for NDUSS to recover the legally permissible, and it is found that the contractor was paid less than that what was due to him under the contract in respect of any work executed by him under it. The amount of such under payment may be duly paid by NDUSS to contractor, provided that the sub-standard or defective work accepted is not considered to be seriously defective by the engineer in charge and the rate of the work so accepted is suitably reduced by him compensate the NDUSS and such reduction is bindings on the contractor.

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

All work under or in course of execution or executed in pursuance of the contract shall at shall at time be open to the inspection and supervision of the engineer in charge; and his subordinates and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the engineer in charge or his subordinate to visit works shall have given to contractor either himself be present to receive orders and 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 had been given to the himself.

The contractor shall be given not less than five days notice in writing by the engineer in charge or his subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement and work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or planed beyond the reach of measurement and shall not cover up or place beyond the reach measurement any work without the consent in writing of the engineer in charge 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 have given or consent obtained the same shall be uncovered at the contractor's expense or in default thereof no payment of allowance shall be made for such work or the materials with such the same was executed.

CLAUSE 18 : CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTION FOR TWELVE MONTH AFTER CERTIFICATE-

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

CLAUSE 19 : CONTRACTOR TO SUPPLY LADDERS SCAFFOLDING ETC-

The contractor shall supply at his own cost all materials (except such special materials, if any, in accordance with the contract be supplied from the engineer in charge stores) plant & tools, appliance, implements, ladders cordage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming parts 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 in charge to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works & counting weighing and assisting in the measurements of examination any time from time to time of the work or materials failing his so doing the same may be provided by the engineer in charge at the expense same may be provided by the engineer in charge at the expense of the contract cost and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall also provide all necessary fencing and light required to protect the pupils from accident and shall be bound to bear the expenses of defense of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to the neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suitable action or proceeding to any such person or which may with the consent of the contractor be paid to compensate any such persons. If any equipment issued departmentally rent will be recovered from the contractor's bills at current rates fixed by the NDUSS the terms of such issue to be ascertained by contractor from the engineer in charge in writing in advance.

CLAUSE 20 : WORK NOT BE SUBLET-The contractor shall not assign or sublet without the written approval of the officer accepting the contract on behalf of the NDUSS and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent commence any insolvency proceedings or make any composition with his creditors attempt to do so, or if any bribe, gratuity gift, loan prerequisite rewarded or advantage pecuniary or otherwise shall either or indirectly, be given promised or offered by the contractor or any his servants or agents, to any public officer or person in the employ of NDUSS in any way relating to his office or employment person shall become in any way directly or indirectly interested in the contractor, the officer accepting the contract on behalf of the NDUSS thereupon by notice in writing rescind the work to the contractor and the security deposit by the contractor against the contract shall thereupon stand forfeited and be absolutely at the disposal of NDUSS and the same consequence shall ensue as if the contract had been rescinded under clause (3) here of, and in addition the contract shall not be entitled to recover, or be paid for any work there to for actually, performed under the contract.

CLAUSE 21 :The contractor shall not for the execution of the work employ any labor under 14 years of age and within limits of any cantonment, any female laborer. For every each of this

conveyance the contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the engineer in charge may fix and the engineer in charge recover such sum by deduction from any sums which may be due, or may at any time thereafter become due to the contractor.

CLAUSE 22 : contractor shall pay to his laborers a fair wages and shall supply every laborer employed by him with a wage card on which the rate of wages, the attendance and payments will be entered.

(a) The contractor before the commences work paste in conspicuous place of the work a notice given the rates of wages which shall not be less than the minimum wages applicable and where on minimum wages are applicable the wages will be such as may be carried as fair wages by the engineer in charge and shall send a copy of the notice to the engineer in charge.

CLAUSE 23 : The contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE 24 : The contractor shall Comply with all labors law as applicable at the site of the work.

CLAUSE 25 : In respect of all labor directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or causes to be complied by the NDUSS from time to time for the protection of health and sanitary arrangements for workers employed by the Federation and its contractors.

CLAUSE 26 : Leave and pay during leave of all labor employed by the contractor-

Leave and pay during leave of all labor (Male and Female) employed by the contractor shall be registered, governed and allowed by the contractor strictly as per the labor rules/act prevailing in Uttarakhand state or any other act/rule passed by the Uttarakhand Government for the welfare of the labors engaged in construction works.

In the event of the contractor committing a default or breach of any of the provisions of labor rules or the NDUSS directions to contractors for the protection of health and sanitary arrangements for the workers furnishing any information or submit correct, or filing any statement under the provision of the above direction which is materially incorrect, the contractor shall without prejudice to any other liability pay to NDUSS a sum not exceeding Rs. 100.00 for every default or breach and in the event of the contractor defaulting continuously in this respect, the penalty may be enhanced to Rs. 500.00 per day of default subject maximum to 5 percent of the estimated cost of the work out up to tender, order of the engineer in charge shall be final and binding on the parties. If it appear to the engineer in charge that the contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements work people employed by the contractor there in referred at said direction, the engineer in charge shall have power give notice writing to the contractor requiring that the said direction to complied with and amenities prescribed there in be provided to the work people within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and observe the said direction and to provide the amenities to the work people as aforesaid; the engineer in charge shall have the power to provide amenities here in before mentioned as the cost of the contractor. The contractor shall arrest, make and maintain at his expense and approved standard all necessary huts and sanitary arrangements required for work and if the same shall not have been erected or contracted according to the approved standards the engineer in charge shall have power to give notice in writing to the contractor requiring that the said huts and sanitary arrangements be remodeled and or reconstructed according to approved standards and if the contractor shall fail to remodel or reconstruct such huts and sanitary arrangement according to the approved standards within the period specified in the notice the engineer in charge shall have the power

to remodel or reconstruct such huts and sanitary arrangements according to approved standard at the cost of the contractor.

CLAUSE 27 :The contractor shall at his own cost his labor with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot or land to be approved by the engineer in charge.

- a) The minimum height of each hut above level shall be 7 feet and the floor area to be provided will be at the rate of 30 sq. feet for each member of the worker's family staying with the labor.
- b) The contractor shall in addition construct suitable cooking places having a minimum of a 6'x5' feet adjacent to the hut for each family.
- c) The contractor shall in addition construct temporary latrines and urinals for the use of the laborers each on the scale of not less than four per each one hundred of the total strength separate latrines and urinals being provided for women.
- d) The contractor shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- e) All the huts shall have walls of sun dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the engineer in charge in the case of sun dried bricks the walls should be plastered with mud gory on both sides.
- f) The contractor shall provide adequate supply of water for the use of his labors at site.
- g) The contractor shall make necessary arrangements for the disposal of excreta from the latrines and drainage of water.

CLAUSE 28 : Change in constitution of the firm-In the case a tender by partners, any change in the Constitution of the firm shall be forthwith notified by contractor to the engineer in charge for his information.

CLAUSE 29:- Works to be under direction of engineer in charge- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the engineer in charge for the time being, who shall be entitled at; What point or and what manner they are to be commenced and from time to time carried on.

CLAUSE 30:-

(a) If the considered any work demand of him to be outside the requirement of contract, , or considers any record or ruling of the engineer in charge or of his subordinates to be unfair, he shall immediately upon such work being demand or such record or ruling being made, ask writing for written instruction or decision,. Where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling, and within twenty days after the receipt of the written instructions or decision he shall file a written protest with the engineer in charge stating clearly in detail the basis of his objections. Except for such protests or objections as are made on records ruling instructions or decision of the engineer in charge be final conclusive instruction and/or decision of the engineer in charge contained in letters transmitting, drawings to the contractor shall be considered as written instructions subject to protest or objection as wherein provided.

(b) If the contractor is dissatisfied with final decision of the engineer in charge to pursuant of clause, the Contractor may within twenty-eight days after receiving notice of such decision, give notice in writing reporting that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point of the contractor fails to give such notice within the period of twenty days as stipulated above the decision of the engineer in charge shall be conclusive and binding on the contractor.

CLAUSE 32:- ACTION WHERE NO SPECIFICATION IS GIVEN- In the case of any class of work for which there is no specification in the contract such work shall be carried out in accordance with the detailed PWD specification and in the event of there being no detailed

speciation for shames, the work shall be carried out in all respects in accordance with the instructions and requirements of the engineer in charge.

CLAUSE 33:- WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILLS-

In every case in which by virtue of the provisions of mentioned section /sub-section or the prevailing workman compensation Act Uttarakhand, NDUSS is obliged to pay compensation to a workman employed by the contractor or any sub-contractor from him in the execution of the said work, NDUSS will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of NDUSS under mentioned section/sub section of the said Act NDUSS shall be at liberty to recover to such amount any part thereof by deducting it either from the security deposited by the contractor to his credit under mentioned clause of these condition or from any other sum due to NDUSS from the these conditions or from any other sum due to NDUSS from the contractor whether under this contractor or otherwise. NDUSS shall not be bound in contest any claim made against it under section/sub section of the said Act except on the written request of the contractor and upon his given to NDUSS full security for all costs for which NDUSS might become liable in consequence of contesting the claim.

Contractor's Signature

NameandAddress

s/d

General Manager

NDUSSLtd, Lalkuan

**NAINIAL DUGDH UTPADAK SAHAKARI SANGH LTD,
LALKUAN(NAINITAL)-262402**

CONSTRUCTION OF SILOBUNKER AT DUSS JEETPUR FARM

NAME OF BIDDER :-

NAME OF WORK: CONSTRUCTION OF SILOBUNKER AT DUSS HARIPUR BACHI						
Bill of Quantity						
S.N .	ITEM	QTY	UNIT	RATE(IN N DIGIT)	RATE (IN WORDS)	AMOUNT
1	Excavation in all kinds of soil by mechanical means/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plain) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed. All kinds of soil.	16.27	CUM			
2	Filling available excavated earth (excluding rock) in trenches, plinth,sides of foundations etc. in layers not exceeding 20cm in depth,consolidating each deposited layer by ramming and watering, leadup to 50 m and lift upto 1.5 m.	16.27	CUM			
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	11.93	CUM			
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	1.86	CUM			
5	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:6 (1 cement : 6 coarse sand)	8.07	CUM			

6	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	7.88	CUM			
7	Centring and shuttering including Strutting, ropping etc. and removal of form for Columns, Pillars, Piers, Abutments, Posts and Struts	71.25	SQM			
8	Reinforcement for R.C.C. work including Straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.	753.59	KG			
9	12 mm cement plaster of mix 1:6 (1 cement : 6 fine sand).	46.13	SQM			
10	15 mm cement plaster on rough side of single or half brick wall of mix 1: 6 (1 cement: 6 fine sand) .	59.03	SQM			
11	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 Cement:2 coarse sand :4 graded stone aggregate 20 mm nominal size).	9.82	CUM			
	TOTAL					

निविदादाता के हस्ताक्षर—

निविदादाताकानाम—