



मेरठ विकास प्राधिकरण

अक्रमेणानुपायेन कर्मरम्भो न सिध्यति



पत्रांक :- MeDA/25-26/EN/35153-24

दिनांक :- 26/05/2026

शुद्धि पत्र

मेरठ विकास प्राधिकरण द्वारा आई0डी0पी0 के अन्तर्गत ई-निविदा मुख्य अभियन्ता के कार्यालय द्वारा जारी पत्रांक MeDA/25-26/EN/35153-22 DATED: 12-05-2026 के माध्यम से निविदा आमंत्रित की गयी थी। उक्त एन0आई0टी0 के बिन्दु संख्या-12 पर जनपद मेरठ में सूरज कुण्ड का जीर्णोद्धार एवं विकास कार्य हेतु आमंत्रित निविदा मे निम्नानुसार संशोधन किया जाता है।

S. No.	Name of Work	Estimated cost (In lacs)	Earnest Money (In lacs)
12	जनपद मेरठ में सूरज कुण्ड का जीर्णोद्धार एवं विकास कार्य	1822.51	36.46

पूर्व मे आमंत्रित निविदा अन्तर्गत बिड प्रपत्र के क्लोज संख्या-4.5.A (B) मे संशोधन करते हुए निम्नानुसार व्यवस्था प्रदान की जाती है।

4.5.A (B) मे आंशिक संशोधन करते हुए निम्नानुसार व्यवस्था लागू की जाती है।

Experience in successful completing or substantially completing at least one contract of same nature such as Park development, Green Belt Development, Fountain & Walk Way Development along with Sculptures and Boulder work of 50% of the value of proposed contract within the last five years.

आमंत्रित निविदा अनुसार बिड प्राप्त किये जाने की अन्तिम तिथि 29-05-2026 निर्धारित की गयी थी, जिसको उचित प्रतिस्पर्धा बनाये रखने के दृष्टिगत दिनांक-05-06-2026 तक विस्तारित की जाती है।

निविदा के साथ संलग्न प्रपत्र, नियम एवं शर्ते पूर्ववत् रहेगी।

Bhanu Pratap
अधीक्षण अभियन्ता
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मेरठ विकास प्राधिकरण

अक्रमेणात्पायेन कारिभ्यो ऽ सिध्यति



पत्रांक :- MeDA/25-26/EN/35153-22

दिनांक :- 30/04/2026

E-Tender Notice

The Superintendent Engineer, Meerut Development Authority, Meerut on behalf of Vice Chairman, Meerut Development Authority, Meerut invites the percentage rate bids in E- Tendering system with two bids system for construction of following works from the eligible contractor/firms registered in appropriate category/ class A in any Govt./Semi Govt./PSU, for construction of works mentioned in the following table: -

S. No.	Name of Work	Estimated cost (In lacs)	Cost of bid document/E-Tendering Processing with G.S.T (In Rs.)	Earnest Money (In Lacs.)	Work Period (Month)
1.	मेरठ शहर के मंगल पांडे चौक पर Junction Improvement के कार्य	293.05	5700.00	5.87	12
2.	मेरठ शहर के फुटबॉल चौक एवं डी.एन. चौक पर Junction Improvement के कार्य	416.95	5700.00	8.34	12
3.	मेरठ शहर के शहीद भगवान चौक पर Junction Improvement के कार्य	336.89	5700.00	6.74	12
4.	मेरठ शहर के बाउंड्री रोड चौक पर Junction Improvement के कार्य	323.85	5700.00	6.48	12
5.	मेरठ शहर के शिव मन्दिर मोहनपुरी चौक पर Junction Improvement के कार्य	336.13	5700.00	6.73	12
6.	मेरठ शहर के भूमिया माता का पुल पर Junction Improvement के कार्य	299.48	5700.00	5.99	12

7.	बच्चा पार्क चौराहा पर Junction Improvement के कार्य	264.65	5700.00	5.30	12
8.	जनपद मेरठ में शताब्दीनगर एसटीपी से मोहकमपुर औद्योगिक क्षेत्र तक उपचारित जल का पुनचक्रण और पुनः उपयोग का कार्य	488.82	5700.00	9.78	12
9.	ईस्टर्न कचहरी रोड ए लोकप्रिय हॉस्पिटल पर पुलिया निर्माण कार्य	327.50	5700.00	6.55	12
10.	जनपद मेरठ में जेल चंगी से भावनपुर ईस्टर्न बाईपास इन्टर सेक्शन तक सड़क के चौड़ीकरण का कार्य	6305.57	5700.00	126.12	18
11.	जनपद मेरठ में थीमोटिक डवलपमेंट ऑफ हस्तिनापुर रोड का कार्य	6266.23	5700.00	125.33	18
12.	जनपद मेरठ में सूरज कुण्ड का जीर्णोद्धार एवं विकास कार्य	1822.51	5700.00	36.46	18

1. Date or time of uploading of bid on website 05-05-2026 at 3:00 PM.
 2. Start date and time of availability of bid document for downloading 07-05-2026 at 3:00 PM.
 3. Date and time of pre-bid meeting at MDA office date 14-05-2026 at 3:00 PM
 4. Uploading of reply of essential bid queries on website 18-05-2026. At 12:00 Noon
 5. Start date and time of submission of bids through E-procurement 19-05-2026 at 12:00 noon
 6. Last date and time of receipt of bids through E-procurement 29-05-2026 at 12:00 noon
 7. Date and time of opening of technical bid through E-procurement 30-05-2026 at 12:30 pm
 8. The Tender Notice shall be available on website of Meerut Development Authority at www.mdameerut.org and Bid Documents can be downloaded from UP Electronics Corporation website <http://etender.up.nic.in> Interest bidders are required to visit the website regularly and update themselves with regard to any change or additional information related to the tender.
 9. Any information regarding addition/alteration/ cancellation in E-Tendering shall be intimated on MEDA website and UPLC website <http://etender.up.nic.in> (<http://etender.up.in> (<http://etender.up.in>)).
 10. All rights are reserved with Vice Chairman, Meerut Development Authority who can reject any or all tenders without assigning any reason.
- Other Terms & Conditions: -

1. The cost of bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through HDFC Bank link <http://mdameerut.procure247.com/Tenderpay/x-login> (<http://mdameerut.procure247.com/Tenderpay/x-login>) in prescribed Bank Accounts in favor of "VC MEDA E-Tendering" (As shown in tender document).
2. The tender shall be in single Bid or two Bid system, as per the cost of work and in case of two Bid system where techno-commercial details such as experience certificates, qualification document etc., are required then each document must be self- attested with stamp shall be self- verified first. For two bid system the Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price bid of bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.
3. B.O.Q rates are excluding G.S.T and G.S.T will be paid extra as applicable.
4. Bidder has to deposit performance Guarantee/additional security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted is more than 10% below from the justified amount (at the date of tendering), NIL per one percent up to 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the bidder before entering into contract bond.
5. In case of holiday/holidays the E-Tender will be opened on next working day.
6. Valid "A" class electrical License must necessary.
7. Valid Registration certificate of any Govt./Semi Govt./P.S.U Department of U.P Govt. or Central Govt. shall be uploaded with Tender Document. otherwise, will not considered.
8. Available Bid capacity valid character & haisiyat certificate is issued by District Magistrate and other documents as mentioned in E-Tender documents is mandatory and should be uploaded with E-tender.
9. Affidavit form T-6 duly attested by Notary on Rs. 100/- required to be uploaded with E-Tender.
10. Payment for bituminous item shall be made only after submission of valid CRC certificate from the oil refinery/ authorized supplier.
11. All works having value of Rs. 25.00 lacs & above would be in two bid system only.
12. Details of tender fee and EMD must be filled on prescribed proforma (Appendix-E) in case of incorrectly filled tender, they are likely to be rejected and not considered.
13. All rights are reserved with Vice Chairman, Meerut Development Authority who can reject any or all tenders without assigning any reason.
14. If the work is satisfactory, the right to grant extension of time for the said work is vested in the Vice Chairman, MEDA.
15. There may be a wide variation in the quantities as per requirement of site for which contractors shall be bound to executive the work.
16. The contractors shall submit FORM-11/FORM-J/FORM-C in original before payment and necessary action shall be taken as per Uttar Pradesh Government vide letter no. 115/(1)/86-2020 Dt. 15-01-2020/ latest directions.
17. The bidder should inspect the site of the work before bidding.
18. The defect liability period shall be three years from the date of completion of work.
19. It is compulsory for successful bidder to provide Two Nos. of four Wheelers ic. Bolero/Scorpio or equivalent for the field engineers of Meerut Development Authority, Meerut of district to site visit, otherwise LS Rs. 100000.00 will be deducted per month from bill of contractor by the concern district.

Bhanu Pratap
अधीक्षक अभियन्ता
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<https://mdameerut.in>

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STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS

PART I: COMPLETE BIDDING DOCUMENT

Name of Work

1. जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य।

APPROXIMATE VALUE OF WORK Rs. 1822.51 LAKH



**Office of the Superintendent Engineer
Meerut Development Authority, Meerut**

Civil Line, Meerut

Meerut Development Authority

1. जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य।

AGREEMENT NO.

NATIONAL COMPETITIVE BIDDING
(CIVIL WORKS)

NAME OF WORK	1. जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य।
PERIOD OF SALE OF BIDDING DOCUMENT	FROM:- 07-05-2026 at 3:00 PM TO 29-05-2026 at 12:00 Noon
TIME AND DATE OF PRE- BID CONFERENCE :	DATE:-14-05-2026 at 03.00 PM at the office of the S.E Meerut Developemnt Authority Meerut
LAST DATE AND TIME FOR RECEIPT OF BIDS :	DATE:- 29-05-2026 at 12:00 Noon
TIME AND DATE OF OPENING TECHNICAL BIDS :	DATE:- 30-05-2026 at 12.30 PM
TIME AND DATE OF OPENING FINANCIAL BIDS :	To be intimated online after Evaluation of technical bid
PLACE OF OPENING OF BIDS :	Office of the Superintendent Engineer, Meerut Development Authority Meerut, civil line Meerut
OFFICER INVITING BIDS :	Superintendent Engineer, Meerut Development Authority, Meerut

INVITATION FOR BID
(IFB)



मेरठ विकास प्राधिकरण, मेरठ।

अक्रमेणानुपायेन कर्मारम्भो न सिध्यति

पत्रांक :- MeDA/25-26/EN/35153-22/

दिनांक :- 30/04/2026

E-Tender Notice

The Superintendent Engineer, Meerut Development Authority, Meerut on behalf of Vice Chairman, Meerut Development Authority, Meerut invites the percentage rate bids in E- Tendering system with two bids system for construction of following works from the eligible contractor/firms registered in appropriate catagory/ class A in any Govt./Semi Govt./PSU, for construction of works mentioned in the following table: -

S. No.	Name of Work	Estimated cost (In lacs)	Cost of bid document/E-Tendering Processing with G.S.T (In Rs.)	Earnest Money (In Lacs.)	Work Period (Month)
1.	मेरठ शहर के मंगल पांडे चौक पर Junction Improvement के कार्य	293.05	5700.00	5.87	12
2.	मेरठ शहर के फुटबॉल चौक एवं डी.एन. चौक पर Junction Improvement के कार्य	416.95	5700.00	8.34	12
3.	मेरठ शहर के शहीद भगवान चौक पर Junction Improvement के कार्य	336.89	5700.00	6.74	12
4.	मेरठ शहर के बाउंड्री रोड चौक पर Junction Improvement के कार्य	323.85	5700.00	6.48	12
5.	मेरठ शहर के शिव मन्दिर मोहनपुरी चौक पर Junction Improvement के कार्य	336.13	5700.00	6.73	12
6.	मेरठ शहर के भूमिया माता का पुल पर Junction Improvement के कार्य	299.48	5700.00	5.99	12
7.	बच्चा पार्क चौराहा पर Junction Improvement का कार्य	264.65	5700.00	5.30	12
8.	जनपद मेरठ में शताब्दीनगर एसटीपी से मोहकमपुर औद्योगिक क्षेत्र तक उपचारित जल का पुनचक्रण	488.82	5700.00	9.78	12

	और पुनः उपयोग का कार्य				
9.	ईस्टर्न कचहरी रोड, लोकप्रिय हॉस्पिटल पर पुलिया निर्माण कार्य	327.50	5700.00	6.55	12
10.	जनपद मेरठ में जेल चुंगी से भावनपुर (ईस्टर्न बाईपास इन्टर सेक्शन) तक सड़क के चौड़ीकरण का कार्य	6305.57	5700.00	126.12	18
11.	जनपद मेरठ में थीमोटिक डवलपमेंट ऑफ हस्तिनापुर रोड का कार्य	9034.10	5700.00	125.33	18
12.	जनपद मेरठ में सूरज कुण्ड का जीर्णोद्धार एवं विकास कार्य	1822.51	5700.00	36.46	18

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Other Terms & Conditions: -

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Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price bid of bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.

3. B.O.Q rates are excluding G.S.T and G.S.T will be paid extra as applicable.
4. Bidder has to deposit performance Guarantee/additional security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted is more than 10% below from the justified amount (at the date of tendering), NIL per one percent up to 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the bidder before entering into contract bond.
5. In case of holiday/holidays the E-Tender will be opened on next working day.
6. Valid "A" class electrical License must necessary.
7. Valid Registration certificate of any Govt./Semi Govt./P.S.U Department of U.P Govt. or Central Govt. shall be uploaded with Tender Document. otherwise, will not considered.
8. Available Bid capacity valid character & haisiyat certificate is issued by District Magistrate and other documents as mentioned in E-Tender documents is mandatory and should be uploaded with E-tender.
9. Affidavit form T-6 duly attested by Notary on Rs. 100/- required to be uploaded with E-Tender.
10. Payment for bituminous item shall be made only after submission of valid CRC certificate from the oil refinery/ authorized supplier.
11. All works having value of Rs. 25.00 lacs & above would be in two bid system only.
12. Details of tender fee and EMD must be filled on prescribed proforma (Appendix-E) in case of incorrectly filled tender, they are likely to be rejected and not considered.
13. All rights are reserved with Vice Chairman, Meerut Development Authority who can reject any or all tenders without assigning any reason.
14. If the work is satisfactory, the right to grant extension of time for the said work is vested in the Vice Chairman, MEDA.
15. There may be a wide variation in the quantities as per requirement of site for which contractors shall be bound to executive the work.
16. The contractors shall submit FORM-11/FORM-J/FORM-C in original before payment and necessary action shall be taken as per Uttar Pradesh Government vide letter no. 115/(1)/86-2020 Dt. 15-01-2020/ latest directions.
17. The bidder should inspect the site of the work before bidding.
18. The defect liability period shall be three years from the date of completion of work.

19. It is compulsory for successful bidder to provide Two Nos. for contract above Rs. 5 crores and 1 nos for contract below Rs. 5 crores of four Wheelers ie. Bolero/Scorpio or equivalent for the field engineers of Meerut Development Authority, Meerut of district to site visit, otherwise LS Rs. 100000.00 will be deducted more than contract above Rs. 5 crores and Rs. 50,000 will be deducted contract below Rs. 5 crores per month from bill of contractor by the concern district.

Bhanu Pratap

अधीक्षण अभियन्ता

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मेरठ विकास प्राधिकरण, मेरठ।

अक्रमेणानुपायेन कर्मारम्भो न सिध्यति

पत्रांक :- MeDA/25-26/EN/35153-22 /

दिनांक :- 30/04/2026

ई-निविदा आमन्त्रण सूचना

मेरठ विकास प्राधिकरण द्वारा प्राधिकरण में IDP के अन्तर्गत स्वीकृत (1.) मंगल पांडे चौक, (2.) फुटबॉल चौक एवं डी.एन. चौक, (3.) शहीद भगवान चौक, (4.) बाउंड्री रोड चौक (5.) शिव मंदिर मोहनपुरी चौक एवं (6.) भूमिया माता का पुल पर Junction Improvement के कार्य, (7.) बच्चा पार्क चौराहा पर Junction Improvement के कार्य, (8.) शताब्दीनगर एस.टी.पी से मोहकमपुर औद्योगिक क्षेत्र तक उपचारित जल का पुनचक्रण और पुनः उपयोग का कार्य, (9.) ईस्टर्न कचहरी रोड, लोकप्रिय हास्पिटल पर पुलिया निर्माण कार्य (10.) जेल चुंगी से भावनपुर (ईस्टर्न बाईपास इन्टरसेक्शन) तक सड़क चौड़ीकरण का कार्य, (11.) थीमेटिक डवलपमेंट ऑफ हस्तिनापुर रोड का कार्य एवं (12.) सूरजकुंड का जीर्णोद्धार एवं विकास कार्यों के निर्माण हेतु किसी भी सरकारी/अर्धसरकारी/पी.एस.यू. विभाग में सक्षम क्षेणी/ ए-क्षेणी में पंजीकृत फर्मों/ठेकेदारों से ई-निविदायें, निविदा आमन्त्रण सूचना संख्या..... दिनांक..... के अनुसार आमन्त्रित की जाती हैं। जो प्राधिकरण की वेबसाईट (<http://www.mdameerut.in/>) एवं (<http://etender.up.nic.in>) पर दिनांक-07.05.2026 को 3 बजे सांय से उपलब्ध होंगी। उक्त निविदाओं से सम्बन्धित परिवर्तन, संशोधन आदि सूचनाएं उक्त साईट पर देखी जा सकती है।

Bhanu Pratap

अधीक्षण अभियन्ता

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SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

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A. GENERAL

1. Scope of Bid

1.1. The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

2.1. The expenditure on this project will be met from the budget of Govt. of U.P.

3. Eligible Bidders

3.1. This Invitation for Bids is open to all bidders.

3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2. **Deleted**

4.3. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

- (b) total monetary value of construction work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
 - (k) proposals for subcontracting components of the Works amounting to more than 10 per cent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs.5 Crore).

4.4. Deleted.

4.5. A. The Applicant shall meet the following minimum criteria:

- (a) Average annual turnover (defined as billing for works in progress and completed in all classes of civil engineering construction work only) of over the last five years i.e. 40% of the value of contract/contracts applied for.
- (b) Experience in successful completing or substantially completing at least one contract

of highway (road and/or bridge work), airport runway of 40% of the value of proposed contract within the last five years.

The works may have been executed by the Applicant as prime contractor or as a member of joint venture or approved sub contractor. As sub contractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

Substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

For these a certificate from the Employer/Engineer not below the rank of an Executive Engineer or equivalent shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date of commencement of works, satisfactory performance of the Contactor and any other relevant information.

- (c) Deleted
- (d) Deleted
- (e) Deleted

B. Each bidder should further demonstrate:

- (a) The applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments they will be available for use in the proposed contract. Based on the studies, carried out by the Engineer the minimum requirement of major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.
- (b) The applicant must have suitably qualified personnel to fill the positions as per Annexure-II. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified in Annexure-II.
- (c) The applicant should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and/or credit facilities of not less than 10% of the value of the contract/contracts applied by submitting a certificate (Not more than 3 months old) from the Bankers. (Construction cash flow may be taken as 10% of the estimated value of contract/contracts).
- (d) The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the Applicant's financial position, showing long term profitability including an estimated financial projection for the next two years. If necessary, the Employer will make enquiries with the applicant's bankers.

C. Not Applicable

4.6. Sub contractor's experiences and resources shall not be taken in to account in determining the applicant's compliance with the qualifying criteria.

4.7. Applicants who meet the minimum qualifying criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = $(A*N*2.0-B)$, where

A =Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 percent per year which will take into account the completed as well as works in progress.

B=Value at current price level of the existing commitments and ongoing works to be completed during the next **18 Months** (period of completion of works for which bids are invited) And

N =Number of Years prescribed for completion of the works for which bids are invited.

Note: 1- In case of a joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

2- The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer of equivalent or else the total value of the contract shall be taken for determining the bid capacity.

4.8.

Disqualification:

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have:

-made misleading or false representations in the form, statements submitted; and/or

-Record of poor performance such as abandoning the works, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than the non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.9.

Litigation History

The Applicant should provide accurate information on any *litigation or arbitration resulting from contracts completed* or under execution by him over the last five years.

A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

4.10

Joint Venture

4.10.1

Deleted.

4.10.2 **Deleted.**

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and any addenda

issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2. Deleted

- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex facsimile and e-mail) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3. The bidder is requested to submit any questions in writing or by cable to reach the Employer before the meeting.

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

All documents relating to the bid shall be in the English / Hindi language.

12. Documents Comprising the Bid (The provisions stand modified to the extent of meeting requirements mentioned in E-Procurement Inviting Tender Notice)

12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer 1) shall be in two separate parts:

Part I shall be named "Technical Bid" and shall comprise

- (i) The cost of bid document, E-Tender processing fee and Earnest Money deposit (EMD) is required to be deposited through HDFC Bank link (<http://mdameerut.procure247.com/Tenderpay/x-login>) in prescribed bank accounts in favor of "VC MEDA E-Tendering" (As shown in tender documents).
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.2 of these instructions

- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) Acceptance/ non-acceptance of Dispute Review Expert proposed in Clause 36.1

Part II shall be named " Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

12.2. Deleted

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

Bid Prices

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates for all items of the Works described in the Bill of Quantities as available online. Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes except GST, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. The GST shall be paid extra as applicable.

13.4. The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and Payment

14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that

given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Securing Declaration. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his Bid Securing Declaration for a period of the extension, and in compliance with Clause 16 in all respects.

15.3. **Deleted**

15.4. **Deleted**

16. Bid Security

16.1. The bidder has to sign a Bid Securing Declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 120 (One Hundred and Twenty) days from the deadline date for Bid submission or if the Bidder is awarded the contract and fail to sign the contract or to submit a Performance Security before the deadline define in the Bid documents, the bidder will be suspended for participation in the tendering process for the works of Meerut Development Authority, Meerut for a period of One Year from the deadline date for Bid submission of this work. The Bid Securing Declaration shall be submitted as per the format given in Appendix to ITB.

16.2 **DELETED**

16.3 Any bid not accompanied by the Bid Security Declaration shall be summarily rejected by UPPWD as non-responsive.

16.4 **DELETED.**

16.5 **DELETED**

16.6 **DELETED**

17. Alternative Proposals by Bidders

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

18.1 The Bidder shall submit online one set of bid documents comprising of the documents as described in Clause 12 of these Instructions to Bidders,.

18.2 The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1. The Bidder shall submit two separate digitally signed files marked as "Technical Bid (Cover-1)" and "Financial Bid (Cover-2)". The contents of Technical and Financial Bids will be as specified in clause 12.1. All documents are to be signed digitally by the bidders.

19.2. Deleted

19.3. Deleted

19.4. Deleted

20. Deadline for Submission of the Bids

20.1. Complete bids (including Technical and Financial Bids) must be uploaded online through e-portal before the date and time (as per server clock) as specified in the Appendix to ITB. The Employer will assume no responsibility for delay caused due to non-availability of internet connection or network traffic jam etc.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Deleted

22. Modification and Withdrawal of Bids

22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2. Each Bidder's modification or withdrawal notice shall be prepared and uploaded online in accordance with Clause 18 & 19.

22.3. Deleted

22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1. The Evaluation Committee will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the **Employer**, the Bids will be opened at the appointed time and location on the next working day.

23.2. **DELETED**

23.3. The "Technical Bid" shall be opened. and evaluated through 'Tender Committee'

- 23.4. (i) **DELETED**
(ii) **DELETED**
(iii) **DELETED**
(iv) **DELETED**

23.5. Deleted

23.6. At the time of opening of "Financial Bid", the names of the bidders who were found responsive in accordance with Clause 23.3 will be announced. The bids of only these bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.7. **DELETED**

23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24. Process to be Confidential

24.1. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of

unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer through Tender Committee will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Deleted

28. Deleted

29. Evaluation and Comparison of Financial Bids

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27; or
- (b) making an appropriate adjustments for any other acceptable variations,
- (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1. Not with standing Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in

consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4. Upon furnishing of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

34.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer, a Performance Security will be @ 10% upto Rs 40 lacs and at amount above Rs 40 lacs will be @ 5% submitted by the bidders for the execution of contract bond as per G.O No. 836/23-7-17-176(सा) /06 Dated 08-06-2017.

- a bank guarantee in the form given in Section 8; or
- certified Cheque / Bank Draft as indicated in Appendix.

34.2. If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35 Advance Payment and Security

35.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Dispute Review Expert

36.1. The Employer proposes that name of proposed Dispute Review Expert (as indicated in Appendix) be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

37. Corrupt or Fraudulent Practices

37.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract in Meerut Development Authority, Meerut and any other State govt. agencies.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

Appendix to ITB

Clause Reference
With respect to
Section-I

1. Name of the Employer is :- S.E. Meerut Development Authority, Meerut [Cl. 1.1]
2. The last five years
2020- 2021
2021 - 2022
2022 - 2023
2023 - 2024
2024 - 2025
3. This annual financial turn over amount is **Rs.729.004 Lakh .** [Cl. 4.5A(a)]
_Rs. Seven hundred twenty nine point zero zero four Lakh **Only.** (in words)
4. Value of work is Rs. Lakh __1822.51 _____ [Cl. 4.5A(b)]
Rs. One Thousand eight hundred twenty two ponit fifty one Lakh **Only** in words)
5. Quantities of work are as per BOQ. [Cl. 4.5A(c)]

6. Cost of electric work is Rs. Nil [Cl. 4.5A(d)]
_____ (in words)

7. The cost of water supply/sanitary work is Rs. NIL [Cl. 4.5A(e)]
_____ (in words)

8. Liquid assets and/or availability of credit facilities is **Rs. 18.23 Lakhs.** [Cl. 4.5B(c)]
Rs. eighteen point twenty three lakh Only (in words)

(PAGE REPLACED)

9. Price level of the financial year _____ N.A. _____ [Cl. 4.7]

10. The pre-bid meeting will take place at S.E. Meerut Development Authority, Meerut [Cl. 19.2.1]
(address of the venue) on 14-05-2026 at 03.00 PM

11. The technical bid will be opened at S.E. Meerut Development Authority Meerut
(address of the venue) on 30-05-2026 at 12.30 P.M.

12. Address of the Employer S.E. Meerut Development Authority Meerut [Cl. 4.5(a)]

13. Identification [Cl. 19.2(b)]

- Bid for :- जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य ।
- Bid reference No.
- Do not open before _____ Time - 12.30 PM _____ (time and date)

14. The bid should be submitted latest by 29-05-2026 upto 12.00 PM [Cl. 20.1(a)]

15. The bid will be opened at S.E. Meerut Development Authority Meerut [Cl. 23.1]
(place) on 30-05-2026 at 12.30 P.M.

16. The cost of bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through HDFC Bank link <http://mdameerut.procure247.com/Tenderpay/x-login> in prescribed Bank Accounts in favor of "VC MEDA E-Tendering" (As shown in tender document). [Cl. 34.1]

17. The name of Dispute Review Expert is- Commissioner, Meerut [Cl. 36.1]

18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Year before</u>	<u>Multiply factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

ANNEXURE-I

List of Key Plant & Equipment to be deployed on Contract Work

[Reference CI. 4.5 (B) (a)]

SI.	Type of Equipment	Maximum age as on 11.01.2023 (Years)	No. Required
1.	RMC Plant with Accessories	10 Years	1
2.	Transit Mixer		2
3.	Surface Vibrator		2
4.	Pin Vibrator		2
5.	Shuttering (Steal/Ply)		As per site Requirement
6.	Baby Roller		1
7.	Crane		1
8.	JCB		1
9.			
10.			

11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

ANNEXURE-II

List of Key Personnel to be deployed on Contract Work [Reference CI. 4.5

(B) (b)]

Technical Personnel	Qualification	No. Required
1. Project Manager	B.E. Civil + 10 Years Exp.	1 No.
2. Site Engineer	B.E. Civil + 3 Years Exp.	4 No.
3. Plant Engineer	B.E. Mech. + 3 Years Exp. Or Dip. Mech. + 7 Years Exp.	2 No.
4. Quantity Surveyor	B.E. Civil + 7 Years Exp. Or Dip. Civil + 10 Years Exp.	2 No.
5. Soil & Material Engineer	B.E. Civil + 7 Years Exp. Or Dip. Civil + 10 Years Exp.	2 No.
6. Survey Engineer	B.E. Civil + 5 Years Exp. Or Dip. Civil + 8 Years Exp.	2 No.

Bid Securing Declaration

(Refer Clause 16.1 of ITB)

I hereby submit a declaration that the Bid submitted by the undersigned, on behalf of the Bidder, { **Name of the Bidder** } shall not be withdrawn or modified during the period of validity i.e. not less than 120 (One Hundred and Twenty) days from the deadline date for Bid submission.

I, on behalf of the Bidder { **Name of the Bidder** }, also accept the fact that in case the Bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit the Performance Security before the deadline defined in letter of acceptance then { **Name of the Bidder** } will be suspended for participation in the tendering process for the works of Meerut Development Authority, Meerut for a period of 1 (One) year from the deadline date for Bid Submission of this Work.

For _____ (**Name of Bidder**)

(Signature, Name and Designation of the Authorized Signatory)

(Official Seal)

Date:.....

Place.....

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. The submission of information shall be through as per the procedure mentioned in E-Procurement Inviting Tender Notice.

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

- 1.2. Total value β of Civil Engineering construction 20 _____ 20
work performed in the last five years** 20-----20 _____
(in Rs. Million) 20-----20 _____

1.3.1. Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.

**

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs lac)	Date of issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay & work Completed

*Attach certificate(s) from the Engineer(s)-in-Charge

** immediately preceding the financial year in which bids are received.

β Attach certificate from Chartered Accountant.

1.3.2. Deleted

1.4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Lac)	Stipulated Period of Completion	Value of works* remaining to be completed {Rs Lac}	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach certificate(s) from the Engineer-in-Charge or else it shall be taken as Total Value of Contract mentioned under column 5 For calculating bid capacity.

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Lac)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	6	6	7

1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is*)

1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (1)]

1.14. Programme

1.15. Quality Assurance Programme

2. Deleted

3. Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavits-

shall be submitted on Rs 100.00 non Judicial stamp paper duly notarized.

(ii) Undertakings-

shall be submitted on Rs 100.00 non Judicial stamp paper duly notarized.

* Fill the Name of Consultant if any or otherwise 'Nil' be mentioned

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES

(CLAUSE 4.2 (i) OF ITB)
(To be furnished by bank on their original letter head.)

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, **Name of Work** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.

_____ to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Note :- This certificate must have been issued after the date of **NIT i.e dt.** _____ and must be in the format prescribed above. Any addition / deletion/ deviation shall make the document unacceptable

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on Meerut Development Authority, Meerut. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest a minimum cash up to 25% of the value of the work
during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL

I, Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Adjudicator (synonymous with Dispute Review Expert) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The **Contract** is the contract between the “Employer” and the “contractor” to execute, complete and maintain the works till the completion of Defect Liability Period. It consists of the documents listed in clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid

- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1. The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1. The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion Date

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1. The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

24.1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14 days of the notification of the Engineer's decision.

25. Procedure for Disputes

25.1. The Dispute Review Expert (Board)* shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2. The Dispute Review Expert (Board)* shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the specified in the Contract

Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review Expert. Either party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert's decision will be final and binding.

25.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

26. Replacement of Dispute Review Expert

26.1. Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. TIME CONTROL

27. Programme

27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

*Dispute Review Expert to be provided for works costing upto Rs. 50 Crores. Dispute Review Board of three members (One from Employer, One from Contractor and One to be nominated by Meerut Development Authority, Meerut. and agreed by the representative members of Employer and Contractor) for works costing more than Rs. 50 crores.

28. Extension of the Intended Completion Date

28.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause 24.1.

29. Deleted

30. Delays Ordered by the Engineer

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for

remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting,

32. Early Warning

32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. Identifying Defects

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

34. Tests

34.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

36.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,

- (a) justification for rate adjustment as furnished by the contractor,
- (b) economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
- (c) entitlement of the contractor to compensation events where such events are caused by any additional work

38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Employer.

38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1. All Variations shall be included in updated Programmes produced by the Contractor.

40. Payments for Variations

40.1. The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.

40.4. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

41. **Cash Flow Forecasts**

41.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. **Payment Certificates**

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured Advance).

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5. The value of work executed shall include the valuation of Variations and Compensation Events.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. **Payments**

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

43.2. **Deleted**

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. **Compensation Events**

44.1. The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

- (e) The Engineer does not approve of a subcontract to be let, within 15 days.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.

(1) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

45.1. The rates quoted by the Contractor shall be deemed to be inclusive all taxes but exclusive of G.S.T, which shall be paid extra as applicable.

46. Currencies

46.1. All payments shall be made in Indian Rupees.

47. Deleted

48. Retention

48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when 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 this period have been corrected.

48.3. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

49. **Liquidated Damages**

49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Deleted

51. **Advance Payment**

51.1. The Employer shall make advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the Advance Payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The mobilization advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly.

51.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

51.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.

51.4. Secured Advance

DELETED.

52. Securities

52.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period.

53. Deleted

54. Cost of Repairs

54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate; the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (e) the Contractor does not maintain a security which is required;
- (f) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (g) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1. If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

61.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3- Contractor shall have provide two number vehicles of hard top of make not before two year in proper running condition with maintenance of vehicle, all POL and driver with valid license to the department for which no extra payment will be made to contractor during execution of work.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 :- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965 :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month

shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948 :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows :

25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * U.P., P.W.D.

(b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the * U.P., P.W.D.

(c) If one of the parties fails to appoint its arbitrator in pursuance of subclause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order U.P., P.W.D. of the U.P., P.W.D., making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION 4

CONTRACT DATA

CONTRACT DATA

Clause Reference
with respect
to section3

Items marked “N/A” do not apply in this Contract.

- 1. The Employer is S.E. Meerut Development Authority, Meerut [Cl.1.1]
Name: S.E. Meerut Development Authority, Meerut
Address: S.E. Meerut Development Authority, Meerut

Name of Authorized Representative (Will be intimated later)

- 2. The Engineer is :- **Executive Engineer (Civil)** Meerut Development Authority, Meerut
Name of Authorized Representative:- **Executive Engineer (Civil)** Meerut Development Authority, Meerut.

- 3. The Dispute Review Expert appointed jointly by the Employer and [Cl.1.1]
Contractor is:

*Name : Vice Chairman, Meerut Development Authority, Meerut

*Address: Civil Line, Meerut Development Authority, Meerut

- 4. The Defects Liability Period is 3 Years from the date of completion.

- 5. The Start Date shall be 7 days from the date of issue of the Notice to proceed with the work. [Cl.1.1]

- 6. The Intended Completion Date for the whole of the Works is **18 months** [Cl.1.1, 17&28]

after start of work with the following milestones:

Milestone dates: [Cl.2.2 & 49.1]

Physical works to be completed	Period from the start date
Milestone 1 i.e. _____ 10% _____	04 Months.
Milestone 2 i.e. _____ 40% _____	09 Months.
Milestone 3 i.e. _____ 70% _____	12 Months.
Milestone 4 i.e. _____ 90% _____	15 Months.
Milestone 5 i.e. _____ 100% _____	18 Months.

The Site जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य । [Cl. 1.1]

- 7. The name and identification number of the Contract [Cl. 1.1]

The works consist of जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य ।

[Cl. 1.1]

the works shall, inter alia, include the following as required to execute the items specified in the BoQ

(A) Road Works

Site clearance, clearing and grubbing, earthwork in embankment formation and existing carriage, granular work bituminous carpet as per provisions and to ensure safety works as well as traffic control complete rectification of the defects in the completed work during defect liability period. setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ parallel service road; bituminous pavements, remodelling/construction of junctions, intersections, bus bays, laybys; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction /extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometer/ hectometer stones; protective works for roads/ bridges; all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(B) Bridge/Culvert Works

Site clearance; setting out, provision of foundations, piers abutments and bearings; prestressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/downtake pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

(C) Other Items

Any other items as required to fulfill all contractual obligations as per the Bid documents.	[Cl. 1.1]
10. As required to complete the work as per contract conditions	[Cl. 2.3(9)]
11. The law which applies to the Contract is the law of U.P., P.W.D.	[Cl. 3.1] [Cl. 3.1]
12. The language of the Contract documents is English	
13. Limit of subcontracting	50% of the Initial Contract Price [Cl. 7.1]

	Clause Reference with respect to section3
15. The Schedule of Key Personnel	As per Annex.-II to Section I [Cl. 9]
16. The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.	[Cl. 13]
17. Site investigation report	[Cl. 14]
18. The Site Possession Dates shall be Date of issue of notice to proceed with the work	[Cl. 21]
19. Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (To be intimated later)	[Cl. 25]
20. Appointing Authority for the Dispute Review Expert - Meerut Development Authority, Meerut	[Cl. 26]
21. The period for submission of the programme for approval of Engineer shall be 10 days from the issue of Letter of Acceptance.	[Cl. 27.1]
22. The period between programme updates shall be one month.	[Cl. 27.3]
23. The amount to be withheld for late submission of an updated programme shall be Rs. Five lakhs.	[Cl. 27.3]
24. The following events shall also be Compensation Events: Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document	[Cl. 44]
(i) Removal of underground utilities detected subsequently	
(ii) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation,	
(iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor	
(iv) Artesian conditions	
(v) Seepage, erosion, landslide	

- (vi) River training requiring protection of permanent work
- (vii) Presence of historical, archeological or religious structures, monuments interfering with the works
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority

25. The currency of the Contract is Indian Rupees. [Cl. 46]

26. Deleted

27. The proportion of payments retained (retention money) shall be 7% from each bill subject to a maximum of 7% of final contract price. [Cl. 48]

28. Amount of liquidated damages for delay in completion of works For Whole of work [Cl. 49]
(1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day.

For MileStone i.e. sectional completion (wherever specified, in item 6 of Contract Data) (1/200)th of initial contract price for 5 km section, rounded off to the nearest thousand per day.

29. Maximum limit of liquidated damage for delay in completion of work. 10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl. 49]

30. Deleted

31. Deleted

32. The amounts of the advance payment are: [Cl.51 &52]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
i. Mobilization	10% of the Contract price	On submission of unconditional Bank Guarantee (to be drawn before the end of 20% of Contract period). The

ii. Equipment

90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.

contractor may furnish four bank guarantees of 2.5% each, valid for full period.

After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.

iii. Deleted

33. Repayment of advance payment for mobilization and equipment: [CI. 51.3]
The advance payment shall be repaid with proportionate deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the advance payment has been repaid, always provided that the advance payment shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.
34. Deleted [CI. 51.4]
35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [CI. 52]
- Performance Security amounting to 3 per cent of contract price.
- The standard form of Performance Security acceptable to the Employer as per clause 34.1 of ITB. The unconditional Bank Guarantee shall be of the type as presented in Section 8 of the Bidding Documents.
36. The Schedule of Operating and Maintenance Manuals N/A [CI. 58]
37. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [CI. 58]
38. The amount to be withheld for failing to supply "as built" drawings by the date required is **Rs. One Lakh.** [CI. 58]
39. The following events shall also be fundamental breach of contract: [CI. 59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."
[3, CI. 60]
40. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **20** percent.

SECTION 5

TECHNICAL SPECIFICATIONS

All works shall be carried out as per Ministry of Road Transport & Highways (MORT&H) Specifications Revision 5 and Circulars, IRC guidelines ,U.P.P.W.D. circulars of Engineer-in-Chief, Chief Engineer and directions of Engineer-in- Charge.

Assistant Engineer

Meerut Development Authority, Meerut

Executive Engineer

Meerut Development Authority, Meerut

SECTION 6
FORM OF BID

FORM OF BID

Description of the Works: - जनपद मेरठ में सुरज कुण्ड का जीर्णोद्धार एवं विकास कार्य।
BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

AS PER BOQ

(_____)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of **120** days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the Lowest or any Bid you may receive.
6. We accept the appointment of Commissioner, Meerut as the Dispute Review Expert.

(OR)

We do not accept the appointment of Commissioner, Meerut
as the Dispute Review Expert and propose instead that Shri _____
be appointed as Dispute Review Expert, whose BIO-DATA is attached.

Dated this _____ day of _____ 20.....

Signature _____ in the capacity of ____
duly authorized to sign bids for and on behalf of

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION 7

BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Road Transport & Highways (V Revision).
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

BILL OF QUANTITIES

SI. No	Description of Item (with brief specification)	Quantity	Unit	Rate		Amount
				In Figures	In Words	
<p>As available on e-Tender Portal</p>						

SECTION 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

DELETED

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor]
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ [name of Contract and brief
description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to
you on behalf of the Contractor, up to a total of _____ [amount of
guarantee]* _____ (in words), such sum being payable in the types and
proportions of currencies in which the Contract Price is payable, and we undertake to pay
you, upon your first written demand and without cavil or argument, any sum or sums within
the
limits of _____ [amount of guarantee] as aforesaid without your
needing to prove or to show grounds or reasons for your demand for the sum specified
therein.

We hereby waive the necessity of your demanding the said debt from the contractor
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of
the Contract or of the Works to be performed thereunder or of any of the Contract documents
which may be made between your and the Contractor shall in any way release us from any
liability under this guarantee, and we hereby waive notice of any such change, addition or
modification.

**

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability
Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

* An amount shall be inserted by the Guarantor, as mentioned in the Letter of Acceptance including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer!
_____ [address of Employer!
_____ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution!, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : _____
Name of Bank / Financial Institution : _____
Address : _____
Date : _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

INDEMNITY FOR SECURED ADVANCES
FORM 31

DELETED

Letter of Acceptance

_____ (Date)

To

(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the work and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept / do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signatory
Name and Designation
Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

Issue of Notice to Proceed with the work

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

___at

a Bid Price of Rs. _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer] and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

_____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid
 - iv) Condition of Contract: General and Special
 - v) Contract Data
 - vi) Additional condition
 - vii) Drawings
 - viii) Bill of Quantities and
 - ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Employer	_____	Signature	_____	of
Binding	_____	Signature	_____	of Contractor

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 9
DRAWINGS

