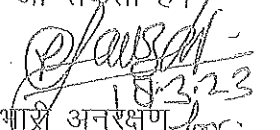




मेरठ विकास प्राधिकरण, मेरठ।

अति-अल्पकालीन निविदा आमंत्रित सूचना

प्राधिकरण द्वारा 27.03.2023 को प्राधिकरण कार्यालय परिसर में क्षेत्रफल 11000sft में कारपेट फ्लोरिंग ISI मार्का, दस वर्ष की गारण्टी के साथ कम्पलीट कार्य कराये जाने हेतु अनुभवी एजेन्सियों से अति-अल्पकालीन निविदा आमंत्रित की जाती है। विस्तृत नियम व शर्तें [www.mdameerut.in](http://www.mdameerut.in) पर देखी जा सकती है।

  
18.3.23  
प्रभाषी अनुरक्षण  
मेरठ विकास प्राधिकरण,  
मेरठ।



## MEERUT DEVELOPMENT AUTHORITY

### Tender Form

of

Tender Notice No.

कार्य का नाम:—कार्यालय परिसर में कारपेट फ्लोरिंग बिछाये जाने का कार्य।

OFFICER INVITING Tender

**MEERUT Development Authority**  
**CIVIL LINES, VIKAS BHAWAN, MEERUT**

**Bid Document**

*For*

**JOB No:**

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# INSTRUCTIONS TO BIDDERS (ITB)

## (A) THE BID DOCUMENT

### 1) Cost of Bid Document/ Bid Processing Fee

- i) The bidder shall bear all costs associated with the preparation and submission of its Bid. Meerut Development Authority hereinafter referred to as "the Department", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- ii) This bid document is available on the web site <https://Tender.up.nic.in> to enable the bidders to view, download the Bid document and submit Bids up to the last date and time mentioned in Bid notice / Bid document against this Bid. The bidders shall have to pay cost of bid document / Bid processing fee as per Tender Invitation Notice through RTGS only payable in favor of "VC MDA Tendering" in the A/c No. 50353225840, IFSC Code: IDIB000M 679 Indian Bank, MDA Campus, Meerut. Scanned copy of RTGS receipt with transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Bid processing fee will be non-refundable. Bid without cost of bid document/ Bid processing fee will not be accepted.

### 2) Contents of Bid Document

- i) The scope of work, Bid procedure and contract terms and conditions are prescribed in the Bid document. The Bid document includes:
  - (1) Invitation for Bid
  - (2) Section I : Instructions to Bidders;
  - (3) Section II : Conditions of Contract;
  - (4) Section III : Technical Bid (Applicable only for Works as mentioned in Bid Notice);
  - (5) Section IV : Financial Bid;
- ii) The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required as per the Bid document or submission of Bid not responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of the said Bid.

### 3) Amendment of Bid Document

- i) At any time prior to the deadline for submission of Bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid document by amendments. Such amendments shall be uploaded on the Procurement website <https://Tender.up.nic.in> through corrigendum and shall form an integral part of Bid document. The relevant clauses of the Bid document shall be treated as amended accordingly.
- ii) It shall be the sole responsibility of the prospective bidders to check the website <https://Tender.up.nic.in> from time to time for any amendment in the Bid document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.
- iii) In order to allow prospective Bidders a reasonable time to take the amendment into

account in preparing their Bids, the Department, at his discretion, may extend the deadline for the submission of Bids. Such extensions shall be uploaded on the Procurement website <https://Tender.up.nic.in>.

4) **Language of Bid**

The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bid exchanged by the bidder and the Department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the Bid.

5) **Documents Constituting the Bid**

The eBid prepared by the bidder shall comprise the following components:

(a) **Prequalification :-**

- (i) **Fee Details** - It will consist of the cost of bid document/ Bid processing fee document and prescribed earnest money in prescribed form.
- (ii) **Eligibility Criteria** – It will consist of the details as per the Tender Document.

(b) **Financial Bid** - Financial Bid will comprise of:

- **Price Schedule/BOQ** - includes Price Schedule/BOQ in XLS format to be filled in after downloading from the Procurement website for this Bid.

6) **Bid Form**

The bidder shall complete the Bid Form and the appropriate Price Schedule/BOQ furnished in the Bid document.

7) **Bid Currencies**

Prices shall be quoted / calculated in Indian Rupees only.

8) **Documents Establishing bidder's Qualification**

- i) The bidder shall furnish, as part of its Technical Bid, documents establishing the bidder's qualification to perform the Contract if its Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- ii) The documentary evidence of bidder's qualification to perform the Contract if its Bid is accepted shall be as per Qualification Requirements specified in Bid document.

9) **Bid Security/Earnest Money Deposit (EMD)**

- i) The bidder shall furnish, as part of its Bid, an Bid security/ EMD as per the e-Tender notice in form of RTGS only in favor of "VC MDA Tendering" in the A/c No. 50353225840, IFSC Code: IDIB000M 679 Indian Bank, MDA Campus, **Meerut**. Scanned copy of RTGS receipt of Security / EMD with transaction Id certified by the same

bank must be enclosed along with the Bid. Bid without Earnest Money in the prescribed form, will not be accepted.

- ii) Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.
- iii) Unsuccessful bidder's Bid security will be returned promptly as possible after the acceptance of Bid.
- iv) The successful bidder's Bid EMD will be converted into security upon the bidder signing the Contract.
- v) The Bid security may be forfeited:
  - (a) if a bidder (i) withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its Bid price during the period of Bid validity specified by the bidder on the Bid form or
  - (b) in case of a successful bidder, if the bidder fails:
    - (i) To sign the Contract with the Department.

**10) Period of Validity of Bid**

- i) Bid shall remain valid for 90 days after the date of Bid opening prescribed by the Department. An Bid valid for a shorter period shall be rejected by the Department as non-responsive.
- ii) In exceptional circumstances, the Department may solicit the bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its Bid security. A bidder granting the request will not be required nor permitted to modify its Bid.

**11) Format and Signing of Bid**

- i) The bidder shall prepare one electronic copy each of the Technical Bid and Financial Bid separately.
- ii) The Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the Bid. All the pages/ documents of the Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

## (B) SUBMISSION of Bid

### 1) Submission of Bid

The Bid Submission module of Procurement website <https://Tender.up.nic.in> enables the bidders to submit the Bid to the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the Bid. Bidders should start the Bid Submission process well in advance so that they can submit their Bid in time. The bidders should submit their Bid considering the server time displayed in the Procurement website. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Bid schedule. Once the Bid submission date and time is over, the bidders cannot submit their Bid. For delay in submission of Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their Bid:

- i) For participating in Bid through the Bidding system, it is necessary for the bidders, already registered with MDA, also to be the registered users of the Procurement website <https://Tender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves if they have not done so previously for registration.
- ii) In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the Bidding system and subsequently he/she will be allowed to carry out his/her Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on Procurement website <https://Tender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://Tender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise above even before Bid submission date starts. The Department shall not be held responsible if the bidder tries to submit his/her Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- iii) The bidder can search for active bids through "Search Active bids" link, select a bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the Bid Submission menu. After selecting and viewing the bid, for which the bidder intends to Bid, from "My Bids" folder, the bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the Bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of Bid document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- iv) The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ Bid processing fee and EMD payment details. After entering and saving

the cost of bid document/ Bid processing fee and EMD details, the bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the department and in case of any discrepancy the Bid shall be rejected.

- v) Next the bidder should upload the Technical Bid documents for Fee details (Cost of bid document/ Bid processing fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- vi) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the Bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of Bid document, a page giving the summary of Bid submission will be displayed confirming end of Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- viii) Department reserves the right to cancel any or all Bids without assigning any reason.

## 2) **Deadline for Submission of Bid**

- i) Bid (Technical and Financial) must be submitted by the bidders at Procurement website <https://Tender.up.nic.in> not later than the time on the prescribed date and time (as the server time displayed in the Procurement website).
- ii) The Department may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 3) **Late Bid**

The server time indicated in the Bid Management window on the Procurement website <https://Tender.up.nic.in> will be the time by which the Bid submission activity will be allowed till the permissible date and time scheduled in the Bid. Once the Bid submission date and time is over, the bidder cannot submit his/her Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process.

4) Withdrawal and Resubmission of Bid

- i) At any point of time, a bidder can withdraw his/her Bid submitted Tender before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <https://Tender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid.
- ii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity. Withdrawal of an Bid during this interval shall result in the bidder's forfeiture of his/her Bid security.
- iii) The bidder can re-submit his/her Bid as and when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <https://Tender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised Bid documents.
- iv) The bidders can submit their revised Bids as many times as possible by uploading their Bid documents within the scheduled date & time for submission of Bids.
- v) No Bid can be resubmitted subsequently after the deadline for submission of Bids.

## **(C) OPENING AND EVALUATION OF Bid**

### **1) Opening of Bid by the Department**

- i) The Department will open all Bids, in the presence of bidders' representatives who choose to attend on the prescribed date and time of opening at prescribed place. The bidder's representatives who are present shall sign evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Department, the Bids shall be opened at the appointed time and place on the next working day.
- ii) The bidder's names and the presence or absence of repulsion Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified.

### **2) Opening of Financial Bid**

- i) The financial Bids of qualified bidders shall be opened on the same day in the presence of bidders. The name of bidders, percentage Price quoted for various items etc will be announced in the process.
- ii) The Department will prepare the minutes of the Bid opening.

### **3) Clarification of Bid**

- i) During evaluation of Bid, the Department may, at its discretion, ask the bidder for a clarification of his/her Bid. The request for clarification and the response shall be in writing.

### **4) Evaluation of Bid and Evaluation Criteria**

The Department will examine the Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ Bid processing fee, Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the Bids are generally in order. Any Bid or Bids not fulfilling these requirements shall be rejected.

### **5) Contacting the Department**

- i) No bidder shall contact the Department on any matter relating to his/her Bid, from the time of the Bid opening to the time the Contract is awarded.
- ii) Any effort by a bidder to influence the Department in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the bidder's Bid.
- iii) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from MDA works and the legal proceeding can also be initiated.

## **(D) AWARD OF CONTRACT**

### **1) Award Criteria**

The Department will award the contract to the lowest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract of the Bidding Document.

### **2) Department's right to accept any Bid and to reject any or all Bids**

The Department reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

### **3) Notification of Award**

i) Prior to the expiration of the period of Bid validity, the Department will notify the successful bidder in writing by letter/e-mail/fax, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

### **4) Signing of Contract**

On completion of Tendering process a contract Agreement/Bond shall be drawn between the Designated Officer and the Contractor. This job is to be completed within 30 days of issue of acceptance letter.

## For the Visiting Contractor's of this Bid Document

The Contractors/Firm/Bidders registered with MDA who are interested to participate in Bid are requested to get them registered and get their signature digitalized at <https://Tender.up.nic.in>.

The Agencies/Contractors registered with MDA are allowed to participate in Bids floated after their registration.

The other important information is being mentioned below at a glance for the ease

of Bid:- Date of Inviting bid	:	
Date of opening bid	:	As per Tender Invitation
Notice Cost of bid document/ Bid processing fee	:	As per Tender Invitation Notice
Earnest money	:	As per Tender Invitation
Notice	:	
Validity period	:	As per Tender Invitation Notice
Time of completion of work	:	As per Tender Invitation Notice
The Bid is Percentage Rate Bid	:	Yes

### **Bank account details for RTGS:-**

Beneficiary Name	:	VC MDA
Tendering Account Number:	:	50353225840
Bank	:	Indian Bank
IFSC Code	:	IDIB000M 679
Branch	:	MDA Campus, <b>Meerut</b>

MATERIAL CONDITIONS & GENERAL SPECIFICATION:-

1. All work shall be carried out in the accordance with the U.P.P.W.D. detailed specifications modified upto date.
2. MATERIALS:- All Materials to be used in the work shall be of new and of quality and kind specified in the current U.P.P.W.D. detailed specification.
3. SAND: ¾ Fine sand, this shall confirm to be latest U.P.P.W.D. detailed specification & shall be free from silt, clay & foreign matter and shall be free from site have the desired quality, brought from Jamuna or Ganga rige. To obtain the desired fineness modules of fine sand, if required the coarse sand be balanced with the fine sand available.
4. COARSE SAND:- This shall be approved quality brought from approved quarry The sand shall be screened & shall be at the fineness modules of 2.2 to 3:6.
5. BRICKS:- The brick shall be best locally available 1st class bricks approved by the ENGINEER IN CHARGE brought from approved brick klin.
6. All the conditions of G.P.W. form No 9 of U.P.P.W.D. shall be applicable & part of this contract.
7. The contractor shall have to sign farkhati at the time of final bill.
8. The tender shall be subjected to the conditions given in the tender notice of the tender shall be submitted along with stamp paper of 6/- signed by the contractor, which shall be part of the agreement.
9. At the time of preparation of contract bond stamp duty of Rs. 7.00% shall be deposited by the contractor on the amount of earnest money of the tender. This shall be minimum of Rs. 70.00 & further stamp duty on fraction at Rs. 1000/- @ Rs. 7.00%.
10. I/We tender our rates..... above/ below of the rates given in the bill of quantity as above.
11. The earth work will be done by road roller & mixing of L.E.&P.C.C. will be done by contract mixture arranged by contractor on his own expenditures.  
\* Strike out whichever is not applicable,

Postal Address & Telephone No.

Signature of Contractar.

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Officer Inviting Tender

Officer Receiving Tender

Officer Opening Tender

Officer Recommending Tender

Officer Accepting Tender

## SPECIAL CONDITIONS OF THE CONTRACT

1. Each page of the bill of quantity, specification and condition should be signed by the contractor.
2. Tenders should give their rates after careful examination of site of work drawings can be seen in the office during, working hours. Drawing and specification can however be modified without entitling the contractor to any compensation due to change made there in charge of site will also not entitle the contractor to any compensation.
3. the contractor must take late consideration all fluctuations in rates of labour and materials during currency of the work, No claim what so ever on this account shall be entertained.
4. The units of ratios as shown in the bill of quantities should be carefully seen as refer once given by the contractor shall, remain unchanged and no execute on any account will be entertained after the tender box has been closed.
5. **RIGHT OF REJECTION:-** The department reserves the right to reject any or all the tenders without assigning and reason for doing to. It also reserves the right to allot either a part, of the work or the whole to any tenders, should the sold tenders refuse to sign the bond. If be is given a portion of work, his proportionate earnest money shall be forfeited and his tender rejected.
6. **INSPECTION OF THE SITE AND CHARACTER OF SOIL:-** the contractor shall inspect and examine the site and its surroundings and shall satisfy before submitting his tender as to the nature of the grounds or subsoils and specially about the through and on which excavation is to made, foundations to be built not other work to be executed. In his interest he should make sure of the position of quarries. To properly of the site, availability of food stuffs, labour and materials and other a molletes before tendering . no claim for additional work or extra rate due to any of true above reasons will be allowed as specified in Ocneral specifications.
7. **LINES AND LEVELS :** - the contractor shall be solely responsible for set ting out the work and for the correctness of the positions levels dimosions and aruments according to the plans and shall provide all necessary assistance instruments page atnkon, pollon and other materials required for the purpose. He will keep his own qualified staff and Instruments to do the Job. The tender rate shall be deemed to Include all this.
8. **TOOLS AND PLANTS:—** The contractor shall arrange of his own tools and plants required for the proper execution and completion of the work within the specified time. If any equipment is issued Departmently rent will be recovered from the contrator's bill at rates and terms to be entertained by the contractor from the Engineer In charge in writing in advance.
9. **WATCH AND WARD:—** The contractor shall in connection with the work provide and maintain at his own cost all guard fencing and watch and ward required for proper execution and safety of materials etc.
10. **MEASUREMENTS:-** The Engineer In charge shall accept otherwise stated a certain and determine by measurements the value in accordance with the contract of the work done. He shall when he require any part or parts of the work to be measured, give notice to the contractor .who shall forth with attend or send on authorised agent of representative with the necessary labour and implements to assist the official measuring the work in making such measurements and shall furnish all particulars required. Should the contractor fall, to attend or omit to send such Agent or' representative, than the measurements made by the Engineer In charge of any official under him of approved by him, shall be taken to be the correct measurement of the work.
11. **MATERIALS AND APPLIANCES:—** All reasonable facilities will be provided by the Authority to the contractor for procuring of controlled materials but the failure, on the part of the contractor to get the materials in pursuance to any permit etc. Issued on behalf of the Authority, shall not serve any ground for not carrying out his obligation under the contractor.
12. **TIME OF WORKING:—** The contractor will be required to so that the usual working hours are achared to. No work should be done in the night without the permission of the Engineer in charge except when its absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately seek advice of the Engineer in charge Some times however, some work It may be directed by Engineer in charge with have to be carried out In the night and no extra payment shall be made to the contractor on this account.
13. **PROGRAMME AND RETUNS TO BE FURNISHED:** — as soon as pencil cable but not lets than one month after the acceptance of his tender the contractor shall, if required to submit to Engineer in charge for his approval a program showing the order of procedure and method In which he proposed to carry out the works and shall when every required by the Engineer in charge for his information particular in writing of the contractor arrangement for The carrying out of works.

14. **DRAWINGS AND THEIR OWENER SHIP:-** The acts of working drawing be got issued by the contractor from the office after his tender as been accepted., Contractor shall keep one set of drawing in the good condition ready at site and available to department Engineering staff. On completion of the work the contractors will have to return these drawing to the office.
15. **EXTRAITION OF WORKS:-** The cost of extra items of the works necessitated during the execution of the work shall be determined as stated In M.D.A. conditions of contract.
16. **CLAIMS:-** The contractor shall submit to the executive engineer once in very month an account giving full and detailed particulars of all claims for any additional expenses to which the contractor may consider him self entitled and of the extra and additional works ordered and executed during the proceeding month. No claim for payment for any such work shall be considered which has not been Included in such particulars.
17. **DEFAULT OF CONTRACTORS COMPLIANCE :-** Defense of the instructions of the Ex Engineer In charge on the part of the contractor will make the contract liable to be terminated.
18. Willful insubordination or disobedience to the orders of the Engineering staff whether alone or in combination with another shall be considered to be an act of misbehavior and penalty for this as decided and improved by the Executive Engineer Shall be final and binding on the contractor arrangement and water supply. A penalty of Rs 50/- per day may be imported own him till the materials in question are removed drawings no will only be paid for as not drawings.
19. **CLEARANCE OF SITE ON COMPLETION :-** The contractor shall at all times keep the premises free from accumulated was to materials or rubbish caused by his employees on the works and on completion of the work he shall clear away and removes from site all construction wastes, surplus materials, rubbish and temporary works of any kind and fill up borrow pits dug by him. He will leave while of the site and work clean and in a workman like conditions to the entire satisfaction of the Engineer In charge as provided in M.D.A. condition of contract. Nothing extra shall be paid to the contractor for this clearing.
20. **FOSSHs ETC:—** All found, coins, articles of value of antiquity and other remains of things of Geological or archeological interest discovered on the site of the work shall be given the Authority by the contractor and shall be decency. absolute property of the Authority.
21. **SUSPENSION WORK:—** The contractor shall on the written order of the Executive Engineer, suspend the progress of the works of any part there of for such time and in such manner as may be considered, necessary and shall during such suspension properly protect and accrue the work so far as is necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor. If such a suspension is necessary for the proper execution of the work by reasons of the weather or by some default on the part.
22. **SUBSTANDARD WORK :—** concrete of strength blow 80% of the required strength (as determined actual tests) shall not be accepted. Concrete of strength not below 80% of required strength may be accepted as sub standard work at suitably reduced rates provided the use of this under strength concrete is confirmed to such members and in such quantities that the safety of the structure is not end an gered..The acceptance, of such sub standard work will be at the entirely discretion of the Executive Engineer and contractor shall not claim as a matter of right. The decision of Ex. En. shall be final regarding reduction of rates for such sub standard works.
23. If required the Contractor shall provide at his own expenses suitable accommodation for his employee including adequate sanitary arrangements and water supply.
24. The quantities shown in the bill of quantities are approximate and liable to variation to any extent on either side and the contractor will not be entitled to any extra rates or compensation due to any change in the quantity of the work to be done. Few Items may be required to be omitted and contractor shall, not entitled to claim any profit on this account.
25. Joint tender will not be considered unless the firm is registered one or the person signing the tender possesses the power of attorney of each other and the partners shall be considered as well as Individually or the tender calling which the tender is liable to be rejected and earnest money forfeited.
26. No more than one tender should be submitted by one contractor or by one firm of contractors.
27. All tendered rates shall be considered to include all jobs as mentioned in the detailed specification attached.
28. After acceptance of the tender the M.D.A. conditions of contract with necessary amendments will be attached with the bond and the same will be binding on the contractor.
29. The work of electric fittings shall be taken in hand when the building work has sufficiently advanced. The contractor will have to afford all facilities to other contractor in the execution of their work so that the entire work may proceed smoothly. No compensation on this account shall be allowed.
30. When opening the tenders the rates shall be read out to all contractors. Who are present.
- 31 The while time required for the work shall be brought to the is to site in unchecked conditions and property and to specialization on the work after approval of the Engineer in charge or his representative.

32. All building materials arranged by the contractor shall be subject to the approval of the Engineer In charge and rejected materials if any bill have to be removed by the contractor with in three days from the site of the work otherwise a penalty of Rs. 50 per day may be imported on him till the materials in question are removed.
33. The materials to be supplied by the department as per schedule "C" appended at the rate mentioned there in shall be supplied to the contractor in such lots and at such time as the Engineer In charge desired. The contractor should send his requirement will in advance to the Engineer In charge. The materials will be supplied In time as far as possible but in caste of any materials belong not available no claim will be entertained in case of material fretted in schedule "C" the contactor will use only those material which have been issued by the Department unless directed by the Engineer In charge and approved by the executive Engineer.
34. Other materials not covered by the Schedule "C" can also be Issued to the contractor at the discretion of the Executive. Engineer In charge is available at the current market rate of stock rates which ever is higher.
35. all, materials issued to the contractor will have to bestncked and stored properly at the site of the work and a proper account will have to be maintained by the contractor in accordance with the instructions of the engineer in charge etc. no that checking can be done when necessary. If any surplus materials are left after the completion of the work it shall but to disposed or removed by the contractor unless he receives permission. In writing from the Engineer in charge.
36. An order book will be kept at the site of the work In which instruction on may be recorded by the Engineer in charge of his representative. The contractor, or his authorized Agent, will be required to sign the order book daily in acknowledgement of the Instructions. In case the contractor refuse to do so the instructions written there in shall be binding on the contractor
37. **VERBAL INSTRUCTIONS ISSUED BY THE OFFICERS:** Any verbal Instruction Issued by officers from time to time in connection with; charge in design or specification which the contractor thinks entitles him for extra payment shall be got confirmed in writing by the contractor. Failure to do this will on account entitle him extra payment.
38. The contractor shall be responsible to carry out the work according to the drawings attached with the contract bond drawing of details given by Engineer I/C. In case the contractor executes the work of larger dimension than shown In drawings he will only he paid for as per drawings in case work executed is of lessee dimensions and not covered by the tolerances allowed, It will be at the discretion of En I/C. to accept the work or to reject. In case the work to be accepted the payment will be made as per dimensions actually executed.
39. The contractor before commencing the work shall (a) part in a conspicious place -at the hole of work. Notice going the proper of wages which have, been certified by the Engineer In charge.
40. The contractor shall be bound by the rules made by the govt. with regard to the period for which wages have t o be paid and deduction from wages.
41. The contractor shall be bond to give preference to ex-service men where available. The nearest sub-regional employment exchange may be consulted regarding availability of such man.
42. The tender rates shall Include, all quarrying charges, royalty screening tools and plants, carriage of materials to the site, stocking and removal of all rejected materials district board and municipal board legislating Sales tax and water arrangement etc.
43. Condition of M.D.A. conditions of contract manual from 79/80/81/82 will also be applicable and will form part of the contractor.
44. No claim for extra payment on account of delay in. the supply of material or machines to issued by the M.D.A. will be entertained.
45. The contractor must write there correct and complete postal address in tender and arrange to take the delivery of all latter. If any latter achieved back undelivered it will be contractor responsibility and contractor shall be bound for such action as may be written in the content of such latter. Any change of address must be intimated to this office for which he should obtain acknowledgements. The contractor his a agent will not refuse to delivery of latter at the site of work or in M.D.A. office.
46. Stamps duty as required or the contract deed will be borne by the contractor.
47. The M.D.A. shall have the right of accept at reduced rate sub standard and defective work provided that the sub standard or defective work out considered to be seriously defective by the Engineer in charge. and the rates works so accepted will be suitably reduced by the Executive Engineer to compensate the M.D.A. and such reduction will be at the entire discretion of the Executive Engineer and shall be final and binding on the contractor.
48. The work must comply with the relevant U.P.PWD detailed specifications and relevant latest standards of Indian standard codes, as Specified in detailed specifications attached. Decision of the Executive Engineer regarding applicability.

Interpretation or any dispute about specifications shall be final and binding on the contractor. The tendered shall be deemed to cover the flowing where required to be done and no extra payment for these shall be made.

(a) Cutting of existing roads and making it good after completion of work in original shape and with specification of broken work.

(b) cutting and making holes to the brick work or roofs (RB or RCC) or floors or plaster and making good the same after completion of the work to original shape and with specification of broken work,

(c) Making of pillars to first class brick in 1:3, cement and approved coarse sand mortar for fixing water supply lines of water storage tank as desired by the Engineer In charge.

(d) Painting two coats of approved paint on all exposed faces either or I.I.C.I. pipe lines, flushing classes bracket and other fittings and M.S. banks and girders etc.

(e) Lead joining in HCL soil or vent pipes, lead shall be filed up to 2 cm. doth minimum extra than caulking by jute.

(f) The supervising shall check by getting the deal joints opened 20% of all the joints the some shall have to be referred by the contractor at his own cost if any joint found with lesser quantity of lead and cracks in lead jointing the penalty as deemed by the En. In charge shall be imposed to the of all joints.

52. The contractor shall have to remove of all surplus earth, and rubbish etc. away from the building from the site of the work as and where directed by the En. In charge. At the time of the completion all the concealed pipe hence shall be tested as per direction of En. In charge and shall be concealed only when it is approved the testing charges and equipment etc. for the same be borne by contractor. The contractor shall be responsible for the leakage till the 10% security is reclosed.
54. The tendered rate shall include all the local and other taxes, water charges, carrying etc. No claim shall be entertained on such account the quantities are liable to vary on either side to any extent for which no claim shall be entertained.
55. After laying and joining, the S.W, and MCI pipes end fittings shall be inspected and gut tested. any Joint found leaking shall be done and all leaking pipes removed and replaced without extra cost.
56. The tendered rate shall be deemed cover the charges of making connection with water tanks end supply pipes etc. for which nothing extra shall be paid. The floor and walls etc. cut for proper completion of the work shall be repaired and finished to its original specification.
58. The GI pipe work including fitting shall be tested to pressure as specified in relevant IS code to ensure that pipes have proper, threads and proper materials. All leaky joints shall be made-leak proof." Smoke test shall be carried out for ICI pipe. line work as provided in the 'specifications. The S.W. pipe shall be tested for 5 mtrs. Head of water nothing extra shall be paid for all these testing.
59. For the material supplied by the department, proper account will have to be maintained For cement double lock system will have to be followed.
60. Floor Temp. Nahant Trap If any and W.C. Shall be paid at the reduced rates. i.e. 90% of the rate till got tested against leakage to the satisfaction of the Engineer in charge.
61. The contractor has to carry out the work of testing twice, once before taking the final measurement and secondly any time during period of a month from the date of expiry of contract i.e., maintenance period at no extra payment for this 10% security shall be refund only after the satisfactory completion of work, test maintenance period.
62. No payment will be made to contractor for cutting charged and its repair in brick work after completion of brick for fixing precast or cast in site RCC shelves and no claim on account shall be entertained
63. The lams of the doors, windows shall be finished with cement mortar 1:2:2 (1 cement, 2 coarse sand, 2 Jamuna sand) against the 12 mm and 15 mm. thick plastering rates. Bill of quantities but nothing extra will be paid on this account.
64. No claim will be made to contractor for damage to building work or materials caused by rain any natural calamities or any other reason what so ever during the executing of the work and any such claim on this account shall be entertained.

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

## Conditions Instructions And Important Notes for ELECTRICAL WORKS

1. For Electrical works, approved "A" category certificate of electrical safety directorate shall be necessary.
2. No extra cost for claim will be admissible for adopt in those special conditions/instructions mentioned in the following paras. These conditions should be thoroughly studied and taken into account by the contractor while tendering and signing the contract agreement.
3. All works should be carried out as per latest U.P.P.W.D./U.P.P.C.L., Vikas Pradhikaran specification laid down for external electrical works.
4. All the items, fixtures to be used on the work shall be as per drawing and U.P.P.W.D./U.P.P.C.L. Vikas Parishad specifications as mentioned and sample shall to be govt. approved by the E/I. Necessary drawings maybe made available by the E/I.
5. The Contractor must visit site and office and understand the specifications of material of the works.
6. The contractor shall only store such material at site, which are to be used in the work. Material which are not to be used in the work material of inferior quality shall not stored at site without the written permission of the E/ I, MDA is not bound to provide free storage or place to the contractor. The Contractor shall have to make his own arrangement at his own cost.
7. The contractor shall remove all the defects till the works is handed over to Uttar Pradesh Power Corporation, Ltd. And he will cooperate and help him handing over the work.
8. The work shall be opened for inspection by the Technical Audit Cell or any inspecting authority constituted by the GTDA and defects pointed out by them will have to be removed by the contractor as his own cost, within given years of finalisation of the bound, incase the contractor fails to rectify those defects, actions for recovery of amount required for rectification of these defects shall however be taken by the Authority.
9. The contractor to whom is allotted may have to produce on demand by the MDA purchase vouchers, challan etc. From the principal manufacture of authorised dealer for verification of correct supply of material. The contractor will have to submit on demand the satisfactory test certificate of materials used in the works which shall be issued from the principal manufacturer or dealer.
10. The Authority is not responsible for arranging any material whatsoever and the contractor will have to complete the work specified time with specified material, Non, availability of material delay in arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.
11. Tender will remain open for acceptance upto be three months tenders will have no right to revise tender within this period. However the department may negotiate in this context.
12. General maintenance period will be **one year** form the date of bill approved by vice chairman M.D.A. The security of the contractor deposited deducted from the bill will be admissible for refund after the above mentioned maintenance period during this period the contractor will remove all defects and lapses in execution, if any pointed cut by U.P.P.C.L from time to time.
13. The contractor will submit a drawing of the electrification work executed the drawings paper approved by the Engineer-in-charge before payment of the final bill and alongwith no claim certificate statement of accessories used without any additional cost in four sets the cost included in the estimated cost on the tendered work.
14. Mode of quoting the rates:  
The tenders shall quote their rates on OVER ALL BASIS .AS ....% above/below in financial bid..
15. The contractor will take care that while construction of lines and substation the Indian Electricity rules are followed in respect of clearance safety sag etc. the sag should be as per I.S.S. and to the satisfaction of Engineer-in-charge.
16. Mode of measurement of over had conductor and earth wire will be by weight and will be calculated by measuring the distances from centre to centre of the pole and computing the weight of the conductor of the that size and length by using standard table plus 3% extra shall be allowed for wastage sag. Jointing binding jumpering etc.
17. **Completion report.**  
After completion, test result on the prescribed performa a Appendix 4 U.P.P.W.D. schedule clauses 107, 314, 414) and route layout position of Poles duly marked on the Housing scheme building site plan, shall be submitted by the contractor. The portion of the building etc. damaged during the erection of installation shall be repaired property to original finish and colour of the building etc by contractor on his cost.

18. The successful tender will have to sign an Indemnity Bond on a Rs. 100/- non Judicial Stamp paper duly attested by the Notary.
19. Before tending the rates contractor should carefully study the Electrical construction manual of U.P.P.C.L. all the items used where the drawing are not available final decision of engineer-in-charge of the work will have to be accepted by the contractor
20. The successful tender/contract will be fully responsible for any damage of his men or any damage or 3rd party of their property or MDA property caused by him during the work.
21. In case of any dispute arising in execution of the agreement of the matter will be referred to MDA for decision which will be final and binding on the contractor. 4
22. The contractor will also be responsible to obtain necessary approval of the work executed by him from the chief Electrical inspector to the U.P. Government and also to get line energized from the U.P.P.C.L. Necessary fees or charges as required will be paid by the MDA on production original receipts.
23. The contractor shall not without the consent in writing of the executive engineer sublet his contract other than the raw materials.
24. The contractor shall at all items provide sufficient notice and caution board, lights and watchmen to protect and warn the public and guard the work.
25. The contractor will have to complete all the work within the time allowed but due to any Unavoidable circumstances if the contractor requires the extension of time, he will apply to the executive Engineer/Asstt. Engineer on inland letter through registered post giving the full details of reason for granting of extension of time.
26. 25% payment of the work done will be temporarily deducted and will be released after successfully completing the work and handing it over to U.P.P.C.L. / Nagar Nigam.
27. The final payment of the work shall be given to the contractor after successfully testing and handing over the work to U.P.P.C.L./ Nagar Nigam as required by E/I/C.
28. If the complete work or any portion thereof be found to be defective or it fails to fulfill the requirements of the contract the contractor shall forthwith made the defects good for contract.
29. The contractor will also maintain first aid box etc at the site of works and follow rules applicable to control from time to time.
30. The successful tenderer will also be fully responsible to obtain the approval of drawing design of the work from the U.P.P.C.L. before starting the work.
31. The contractor will have to get the material to be used at site inspected by the Department before starting the work.
32. Any additional information regarding the work will be available at the office of Engineer – In- Charge (Electrical) on any working day. Contractor will produce gate pass/Inspection report of material used to the department before claiming the bill.
33. Successful tenderer will have to ensure the inspection and testing of material by PVVNL prior to starting the work and also handing over of work to PVVNL / Nagar Nigam Meerut.
34. The maintenance period (complete with material) of the work completed will be one year from the date of handing over the work to PVVNL / Nagar Nigam Meerut.
35. Firm will be responsible to obtain required permission from Sahyak Nideshek viduyt suraksha meerut before energising the work the work done.
36. Successful tenderer will have to bear the expenses incurred in the testing of the material at manufacturing unit by the engineer in charge or person nominated by him.

**EXECUTIVE ENGINEER**

--: अनुरक्षण अनुभाग :-  
नियम व शर्तें

- 1- निविदा क्रय करने से पूर्व 10 प्रतिशत धरोहर राशि जो भारतीय स्टेट बैंक या अन्य राष्ट्रीय बैंक की आर.टी.जी.एस. के रूप में उपाध्यक्ष, मेरठ विकास प्राधिकरण के नाम जमा कराकर रसीद की प्रति निविदा के साथ सलंगन करनी होगी।
- 2- सशर्त अथवा किसी भी रूप से अधूरी निविदायें मान्य नहीं होगी एवं निरस्त मानी जायेगी।
- 3- उपाध्यक्ष के पास यह अधिकार सुरक्षित है कि वह बिना किसी कारण बताये समस्त निविदा या किसी एक निविदा को निरस्त कर सकते हैं। इस सम्बन्ध में कोई आपत्ति मान्य नहीं होगी।
- 4- निविदा प्रपत्र में उल्लेखित सभी शर्तें निविदादाता को मान्य होगी।
- 5- निविदा प्रपत्र के साथ रूपये 100/- का नान जूडिशियल स्टॉम्प सलंगन कराना आवश्यक है जिस पर ठेकेदार को प्रारूप के अनुसार भरकर मानक हस्ताक्षर करने होंगे।
- 6- एकल निविदा स्वीकार नहीं की जायेगी।
- 7- फर्म/एजेन्सी की जिम्मेदारी होगी कि निविदा की दरें/धनराशि कार्य की विशिष्टियों (Carpet Flooring Specificatioc:- yarn type 100% BCF polypropelene, solution dyed mechine made, pile height 3 mm , tufted pile weight 400-500 gsm, total thickness 6-8mm, total weight 2500-3000 gsm)के अनुसार ही भरने से पूर्व कार्य एवं कार्य क्षेत्र भली-भांति देख लें। बाद में किसी भी प्रकार के अनुरोध पर विचार नहीं किया जायेगा।
- 8- प्रश्नगत निविदा कार्य हेतु "प्राधिकरण में पंजीकृत होने की बाध्यता नहीं है। कार्य की प्रकृति के दृष्टिगत अनुभवी फर्मों से निविदाएं आमंत्रित की जाती हैं एवं कार्य हेतु फर्म को किसी विभाग या व्यापारिक प्रस्थिठांन में प्रश्नगत कार्य की प्रकृति के कार्य किये जाने का अनुभव होना अनिवार्य होगा।"
- 9- असफल निविदादाताओं द्वारा दी गयी धरोहर राशि उपाध्यक्ष, मेरठ विकास प्राधिकरण द्वारा निविदा स्वीकृति उपरान्त अनुबन्ध तैयार होने अथवा 90 दिन जो भी पहले हो के बाद ही अवमुक्त की जा सकेगी।
- 10- भुगतान से जी0,स0टी0, व्यापार कर, आयकर तथा अन्य कर नियमानुसार काटे जायेंगे।
- 11- यदि एजेन्सी के श्रमिकों से कोई नुकसान होता है तो उसकी क्षतिपूर्ति एजेन्सी से ही की जायेगी।
- 12- यदि एजेन्सी तथा विभाग के मध्य कोई विवाद उत्पन्न होगा तो ऐसे विवाद के निर्णय हेतु प्राधिकरण के उपाध्यक्ष महोदय द्वारा नियुक्त आर्बीट्रेटर ही निर्णय करेंगे। आर्बीट्रेटर का निर्णय अन्तिम होगा तथा निर्णय दोनों पक्षों को मानना होगा।
- 13- विभाग को कार्यहित में किसी भी समय पर कार्य समाप्त करने/कार्य का समय बढ़ाने व कार्य का क्षेत्रफल बढ़ाने-घटाने एवं विशिष्टियों में बदलाव करने का पूर्ण अधिकार होगा।
- 14- लेवर एक्ट का पूर्ण रूप से पालन करना एजेन्सी की जिम्मेदारी होगी।
- 15- धरोहर/जमानत राशि का भुगतान अनुरक्षण अवधि समाप्त होने के बाद कार्य की जांचो उपरान्त किया जायेगा।

प्रभारी अनुरक्षण  
मेरठ विकास प्राधिकरण,  
मेरठ।

## ANNEXURE-1

Tender Invited by Executive Engineer----- Meerut Development  
Authority, Meerut (U.P.)

Tender Notice No ----- Dated-----

Name of Tender / Work-----  
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In consideration of the Meerut Development Authority having treated contractor to be an eligible person whose tender may be considered the tendered hereby agrees to the conditions that the proposals in the above invitation shall not be withdrawn within three months from the date of opening of the tender and also to the condition that in case after the tender is withdrawn his proposal within the stipulated period, the earnest money deposited by him shall be forfeited to the Meerut Development Authority. I here by agree to the effect that if subsequent to the submission, of my tender, a modification is made by me in respect of contents of my tender which is not acceptable to the Meerut Development Authority it may be DEEMED as with drawl of my proposal and consequently. I am liable for action as above

I abide by all the rules and regulations for Meerut Development Authority, Meerut.

Signed this----- day of-----

Signed by-----  
(and seal of the firm)

**Important Notice:** This under taking is to be signed by the contractor on stamp paper of Rs. 10/- only. This is to be submitted along will the tender, failing which the tender is libiale to be rejected, a it shall be attested from Public Notary.