



MEERUT DEVELOPMENT

AUTHORITY

MEERUT

TENDER DOCUMENT

VOLUME -1

TECHNICAL BID

Name of the work : लैक्टोर्न्ह व्कोल ह; ; क्स्तुक द्स् वलुरखर
'क्रकन्ह उख्ज ; क्स्तुक ए 120 व्कब्डी &, क्स्व/कस् द्क फुएकल क्क A

Note : The Tenderor must read carefully every page of the details, Conditions of Technical Bid and Submitt in the Sealed Enevelope of Technical Bid after signing on each page of the Conditions.

Year -2015

Executive Engineer

**TECHNICAL – BID
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Technical Bid

Name of the work vkokl h; ; kst uk ds vUrxr 'krkCnh uxj
; kst uk e 120 VkbZ &, QySks dk fuekZ k A

Estimated Cost : Rs. 1598.69 Lacs

Cost of Tender with 14% Vat: Rs. 5700.00

Earnest Money : Rs. 32.00 Lacs

Time of Completion : 18 Month

Defects Liability Period : 12 months after the
actual date of completion

Validity of Tender : 3 months

Date of Receipt of Tender : 12-06-2015

Date of Opening of

(1) Technical BID : 12-06-2015

(2) Financial BID : After Sanction Technic Bid

INSTRUCTIONS TO THE TENDERER

- 1 The tender shall be submitted as two bid system in accordance with the procedures detailed here in specified documents shall be submitted in envelope of appropriate size, which shall be duly sealed.
- 2 Conditional tender will not be considered.
- 3 Tender documents are to be submitted in two envelopes marked No. 1 shall contain for Technical Bid and marked No. 2 for Financial Bid. The details of documents to be submitted with each envelope are given below.

LIST OF DOCUMENTS TO BE SUBMITTED

The details of document to be submitted with each envelope are given below :

ENVELOPE MARKED -1 (Technical Bid)

- 1 Earnest money in the shape of NSC/FDR/CDR of schedule bank duly pledged in favour of **E.E., Meerut Development Authority, Meerut**
- 2 Duly filled up pre-qualification documents appended with the tenders.
- 3 List of works satisfactorily completed during the last Five financial years in Govt./Semi-Govt along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of work i.e. Road, Drain, Sewer, Building, Electrical etc.
- 4 Proof of Liquid Assets duly certified by nationalised/Scheduled bank and issued not before three months as per pre-qualification requirement as per Appendix %B+ (original or attested copy will be entertained).
- 5 Latest income tax clearance Certificate. Valid till date (Original or attested copy) clearly indicating turn over of last five assessment years. In case, ITC not available then Audited Balance Sheet duly counter sig. By C.A. for last three years clearly indicating turnover and TDS may be included.
- 6 List of tools and plants. Affidavit by Notary on minimum Rs. 10/- non judicial stamp paper (original)
- 7 List of Technical staff with their qualification professional experience and length of the service with the firm Affidavit by Notary on min. Rs. 10/- non-judicial stamp paper (original)
- 8 Original Copy / Attested copy of the partnership deed if it is a partnership firm and Attested copy of registration certificate in case of company, sole proprietorship declaration in the case of sole proprietorship firm.
- 9 Authority letter in original or attested by notary not more than one year old of the firm/tenderer in favour of the person who has signed the tender documents with telephone No. and complete postal address.
- 10 Failing in compliance any of the above conditions will lead to rejection of tender.



ENVELOPE MARKED – 2 (Price Bid)

- 1 Price bid (R.F.P.) will be invited from successful bidders AFTER EVALUATING (R.F.Q.) separately.
- 2 Non judicial stamp paper of Rs. 100.00 (Rupees Hundred Only) of U.P. along with revenue stamp.

SYSTEM TO OPEN TENDERS:

- 1 Envelope No. 1 containing the tender fee ,earnest money deposit and pre-qualification documents shall be opened first on specified date and time.
- 2 Sealed price bids of only successful bidders shall be received after informing by notice and web site of MDA as described in notice on fixed date. The quotes rates of various tenders will be read out Tenderers desirous to be present shall be allowed at the time of opening of price bid.

**Executive Engineer
M.D.A. Meerut.**

fuekZk@fodkl dk; Z grq V&fcM i) fr ij %\kj0, Q0D; 10% grq fufonk dh
fo•k\$'kr

TENDER DOCUMENT NO.-01

- 1 निविदादाता को रू0 300/-लाख से अधिक आगणन लागत के कार्यों हेतु मेरठ विकास प्राधिकरण में पंजीकृत होना आवश्यक नहीं है। केन्द्र सरकार/प्रदेश सरकार में पंजीकृत अनुभवी फर्म निविदा कर सकती हैं। रू0 300/-लाख से कम लागत के कार्यों हेतु निविदादाता को मेरठ विकास प्राधिकरण में वांछित श्रेणी में पंजीकृत होना अनिवार्य है।
- 2 निविदादाता द्वारा निविदा शुल्क के साथ कार्य की निविदा हेतु निर्धारित आवश्यक अर्हताओं की स्वप्रमाणित प्रतियाँ सीलबन्द लिफाफे में डालकर तकनीकी व वित्तीय बिड दी जायेगी। तकनीकी बिड के साथ निविदा शुल्क की रसीद/ड्राफ्ट संलग्न न होने व धरोहर राशि का ड्राफ्ट निर्धारित दिनांक तक जमा न करने की दशा में ऐसे निविदादाताओं को आगामी तीन माह तक निविदा प्रक्रिया में प्रतिभाग नहीं लेने हेतु डिबार कर दिया जायेगा।
- 3 लिफाफे के ऊपर कार्य का नाम एवं तकनीकी बिड अंकित करने के उपरान्त ही rduhdh o forrh; fcM- ds fyQkQs एक लिफाफे के अन्दर सीलबन्द कर निविदा बाक्स में डालना होगा। लिफाफे के ऊपर कार्य का नाम एवं तकनीकी बिड अंकित न होने की दशा में उस लिफाफे को नहीं खोला जायेगा एवं इस सम्बन्ध में कोई क्लेम मान्य नहीं होगा।
- 4 प्राधिकरण द्वारा सर्वप्रथम केवल तकनीकी बिड खोलकर निम्न अर्हताओं के सापेक्ष मूल्यांकन किया जायेगा। मूल्यांकन हेतु अर्हता के अनुसार निर्धारित अंकों का विवरण उनके सम्मुख दिया गया है। अर्हतायें निम्न प्रकार हैं:-
 - 4.1(अ) निविदादाता द्वारा विगत 05 वर्षों में न्यूनतम एक अनुबन्ध के अन्तर्गत आमन्त्रित निविदा की समान प्रकृति का कार्य सरकारी व अर्धसरकारी विभाग में सन्तोषजनक रूप से पूर्ण किया गया हो, जिसकी न्यूनतम लागत आमन्त्रित निविदा की आगणन लागत के ,d frgkbl के बराबर या अधिक हो। कार्यों का विवरण ik: i&, पर आवश्यक अभिलेखों सहित संलग्न करना होगा—
15 vd
 - 4.1(ब) निविदादाता द्वारा विगत 05 वर्षों में एक से अधिक अनुबन्ध के अन्तर्गत आमन्त्रित निविदा की समान प्रकृति के कार्य सरकारी व अर्धसरकारी विभाग में सन्तोषजनक रूप से पूर्ण किये गये हों, जिनकी न्यूनतम लागत आमन्त्रित निविदा की आगणन लागत के ,d frgkbl के बराबर या अधिक हो। (अधिकतम 2 अनुबन्धों तक 5 अंक प्रति अनुबन्ध)10 vd
 - 4.1(स) निविदादाता को वर्तमान समय में चल रहे समान प्रकृति के सरकारी व अर्धसरकारी विभाग में प्रगति में चल रहे कार्यों के कमिन्टमेन्टस् का विवरण साक्ष्य सहित संलग्न करना होगा। वर्तमान समय में आमन्त्रित निविदा की आगणन लागत के ,d frgkbl लागत का कार्य एक ही अनुबन्ध के अन्तर्गत प्रगति में होने पर ।
10 vd
 - 4.1(द) निविदादाता को वर्तमान समय में चल रहे समान प्रकृति के सरकारी व अर्धसरकारी विभाग में न्यूनतम आमन्त्रित निविदा की आगणन लागत के ,d frgkbl लागत के एक से अधिक

अनुबन्ध के कार्य प्रगति में होने पर । (अधिकतम 2 अनुबन्धों तक 5 अंक प्रति अनुबन्ध) ।

10 vd

- 4.2(अ) निविदादाता द्वारा विगत 05 वर्षों में किसी एक वर्ष का टर्न ओवर आमन्त्रित निविदा की आगणन लागत के बराबर या अधिक होने पर। निविदादाता को विगत 05 वर्षों के टर्न ओवर (चार्टर्ड एकाउन्टेन्ट से प्रमाणित बैलेन्स शीट) का विवरण संलग्न करना होगा।

20

vd

- 4.2(ब) निविदादाता द्वारा अवशेष 04 वर्षों में (4.2अ के अतिरिक्त) किसी वर्ष का टर्न ओवर आमन्त्रित निविदा की आगणन लागत के बराबर या अधिक होने पर। (2.5 अंक प्रतिवर्ष)।

10 vd

- 5.1(अ) निविदादाता को न्यूनतम निविदा लागत का 10 प्रतिशत धनराशि का राष्ट्रीयकृत बैंक द्वारा जारी **Liquid Assets** का प्रमाण—पत्र (3 माह से अधिक पुराना न हो) प्रारूप —बी पर संलग्न करना होगा।

15 vd

- 5.1(ब) निविदादाता के **Liquid Assets** निविदा लागत की 10 प्रतिशत से अधिक 30 प्रतिशत तक अतिरिक्त अंक (प्रत्येक 10 प्रतिशत पर 5 अंक)

10 vd

6. निविदत्त दरें अभियन्त्रण विभाग द्वारा निर्धारित दरों से न्यून होने की दशा में सफल निविदादाता को स्पष्ट करना होगा कि वह कार्य को गुणवत्तापूर्वक किस प्रकार सन्तोषजनक रूप से पूर्ण करेगा। इसके लिए निविदादाता से अतिरिक्त परफोरमेन्स गारन्टी की एफडीआर/एनएससी पत्र जारी होने की दिनांक से एक सप्ताह के अन्दर जमा करनी अनिवार्य होगी। उक्त अवधि में निर्धारित परफोरमेन्स गारन्टी जमा न करने की दशा में धरोहर राशि जब्त कर ली जायेगी। परफोरमेन्स गारन्टी डिफेक्ट लायबिलिटी पीरीयड (कार्य के अन्तिम बिल भुगतान की दिनांक से एक वर्ष) के उपरान्त कार्य सन्तोषजनक होने पर अवमुक्त की जायेगी।
7. निविदादाता को रु0 300 लाख या अधिक की लागत के कार्यों हेतु अनुभवी फर्मों को वैधता अवधि के अन्तर्गत जिलाधिकारी द्वारा जारी चरित्र एवं कार्य की श्रेणी के अनुसार वांछित हैसियत प्रमाण पत्र की नोटरी द्वारा सत्यापित प्रति तकनीकी बिड के साथ संलग्न करनी अनिवार्य होगी।
8. निविदादाता को निविदा सूचना में अंकित धरोहर धनराशि की एफ0डी0आर0/राष्ट्रीय बचत पत्र अधिशासी अभियन्ता, मेरठ विकास प्राधिकरण के पक्ष में बन्धक कर निविदा आमन्त्रण की दिनांक से दो दिन पूर्व तक सम्बन्धित अधिशासी अभियन्ता कार्यालय में जमा करनी अनिवार्य होगी। जिस ठेकेदार द्वारा धरोहर राशि उपरोक्तानुसार निर्धारित दिनांक तक जमा नहीं की जायेगी, उसकी निविदा पर विचार नहीं किया जायेगा।
9. निविदादाता फर्म के पास कार्यरत स्टाफ प्रारूप —सी पर तथा उपलब्ध मशीनरी एवं “टी एन्ड पी” का विवरण प्रारूप—डी पर संलग्न कर उक्त आशय का शपथ पत्र भी तकनीकी बिड के साथ प्रस्तुत करना होगा।
10. निविदादाता को तकनीकी बिड के साथ इस आशय का एक शपथपत्र संलग्न करना अनिवार्य होगा, जिससे यह पुष्टि हो कि उसे पूर्व में कोई कार्य समय से पूर्ण न करने अथवा विशिष्टियों/गुणवत्ता के सम्बन्ध में दण्डित/सचेत नहीं किया गया है।

11. निविदादाता को इस आशय से शपथ पत्र तकनीकी बिड् के साथ संलग्न करना होगा कि निविदादाता की फर्म/कम्पनी अथवा उसका प्रत्येक साझेदार/ निदेशक सम्पूर्ण भारत में कहीं से भी सजायापता/दिवालिया/बकायेदार अथवा ब्लैक लिस्टेड नहीं है ।
12. निविदादाता को इस आशय से शपथ पत्र तकनीकी बिड् के साथ संलग्न करना होगा कि निविदा के साथ संलग्न समस्त प्रपत्र जैसे बैलेन्स शीट, कार्य पूर्णता प्रमाण पत्र व टर्न ओवर, आदि सत्य व सही हैं ।
13. निविदा प्रपत्र में त्रुटिपूर्ण सूचना देने अथवा गलत शपथ पत्र प्रस्तुत करने पर प्राधिकरण द्वारा उसकी धरोहर राशि व अन्य बंधक धनराशि जब्त कर ली जायेगी ।
14. जिन निविदादाताओं को तकनीकी बिड् के मूल्यांकन में 60 प्रतिशत से अधिक अंक प्राप्त होंगे, केवल उन्हीं ठेकेदारों से वित्तीय बिड् का लिफाफा निर्धारित दिनांक को खोला जायेगा। लिफाफे के ऊपर कार्य का नाम एवं वित्तीय बिड् अंकित न होने की दशा में उस लिफाफे को नहीं खोला जायेगा एवं इस सम्बन्ध में कोई क्लेम मान्य नहीं होगा।
15. तकनीकी बिड् में सफल ठेकेदारों के चयन के उपरान्त, सफल ठेकेदारों को वित्तीय बिड् खोलने की तिथि व समय हेतु, अलग से सूचित किया जायेगा।

विवरण; 1 'क्र' 18

16. प्राधिकरण में वर्तमान में चल रहे समस्त कार्यों की वर्तमान प्रगति प्रारूप 'ई' पर अंकित करनी अनिवार्य होगी। उक्त सूचना अंकित न होने की दशा में निविदा पर विचार नहीं किया जायेगा।
17. विद्युत सम्बन्धी कार्यों हेतु निविदादाता को संलग्न अनुभव प्रमाण पत्रों के साथ सम्बन्धित कार्यों के 'कार्य पूर्णता प्रमाण पत्र', नगर निगम व पी0वी0वी0एन0एल0 को हस्तान्तरण सम्बन्धी प्रमाण पत्र सत्यापित कर संलग्न करना अनिवार्य होगा। अन्यथा निविदा पर विचार नहीं किया जायेगा।
18. किसी बिड् को बिना कारण बतायें स्वीकृत करने अथवा निरस्त करने का अधिकार उपाध्यक्ष, मेरठ विकास प्राधिकरण को होगा।
19. हॉटमिक्स प्लान्ट से सम्बन्धित कार्य हेतु, निविदादाता के पास हॉटमिक्स प्लान्ट के स्वामित्व के साथ-साथ, प्लान्ट को कार्य स्थल से 50 किमी0 की परिधि के अन्दर स्थापित होना अनिवार्य होगा। किराये/लीज पर लिये गये प्लान्ट के आधार पर दी गयी निविदा पर विचार नहीं किया जायेगा।
20. चार मंजिल से अधिक ऊँचाई के भवनों के निर्माण हेतु, निविदादाता को 15 मीटर ऊँचाई से अधिक (पाँच मंजिले व अधिक) के बहुमंजिले भवनों के निर्माण कार्य, जिसमें लिफ्ट लगाने का कार्य एवं 'स्टिल्ट/बेसमेन्ट पार्किंग' का कार्य भी सम्मिलित हो, के सन्तोषजनक रूप से पूर्ण किये जाने सम्बन्धी प्रमाण पत्र तकनीकी बिड् के साथ संलग्न किया जाना अनिवार्य होगा।
21. चार मंजिल से अधिक ऊँचाई के भवनों के निर्माण हेतु निविदादाता को न्यूनतम 15 मीटर ऊँचाई से अधिक (पाँच मंजिले व अधिक) भवनों के निर्माण में अग्नि शमन सम्बन्धी कार्य के सन्तोषजनक रूप से पूर्ण किये जाने के सम्बन्ध में अग्नि शमन विभाग द्वारा जारी प्रमाण पत्र तकनीकी बिड् के साथ संलग्न किया जाना अनिवार्य होगा।

22. चार मंजिल से अधिक ऊँचाई के भवनों के निर्माण हेतु निविदादाता को न्यूनतम 15 मीटर ऊँचाई से अधिक (पाँच मंजिले व अधिक) भवनों के निर्माण में आन्तरिक विद्युतीकरण कार्य के सन्तोषजनक रूप से पूर्ण किये जाने के सम्बन्ध में विद्युत सुरक्षा निदेशालय द्वारा जारी प्रमाण पत्र तकनीकी बिड् के साथ संलग्न किया जाना अनिवार्य होगा।



TERMS AND CONDITIONS

- 1 Earnest money is required to be deposited in the shape of NSC/FDR/CDR of the Scheduled Bank of India duly pledged in favour of E.E., M.D.A. Meerut.
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- 2 Tender of the firms who have litigation in any Court of Law against MDA will not be considered.
- 3 Tenders of firms liable to be rejected who have failed to complete the work timely and work is still pending for more than a year in the Authority.
- 4 Tender documents shall be available for sale from office of the Executive Engineer MDA after depositing the cost of tender in account office to the Cashier M.D.A., Meerut.
- 5 Tender will be received up to 3.00 P.M. dated 12-06-2015 and the Technical bids shall be opened on the same date at 4.00 P.M. in the presence of available tenderors.
- 6 The Financial bids of the pre-qualified bidder shall be opened after sanction of Technical bid. The date of opening of Financial bid will be informed only to the Technically successful bidders .
- 7 V.C. MDA reserves the right to reject any or all tenders without assigning any reasons.
- 8 Defect liability period for the executed work shall be one year after the actual date of completion.
- 9 **JOINT VENTURE FIRM :**

Firms forming joint venture for qualifying in the pre-qualification bid of said tender are not eligible .

**Executive Engineer
M.D.A. Meerut.**

SPECIAL CONDITIONS OF CONTRACT

GENERAL

- 1 These special conditions shall be read in conjunctions with the General conditions of the contract. Where the provisions of these Special Conditions are at Variance with the provisions of the General Conditions of the contract the provisions of these special conditions shall take precedence.
- 2 The Contractor is expected to be well conversant with the conditions of GPW from 9 as applicable to MDA, works (General conditions of the contract) which shall be part of the agreement.
- 3 The tenderor are advised to see carefully the site of work and structural / architectural drawings etc. before actually submitting their tender. The structural / architectural drawings for the work under the scope of this tender can be seen in the office of the CE/EE, MDA, Meerut on any working day between 11:00 A.M. to 4:00 P.M.

TENDEROR TO ENSURE AND NOTE

- 4 The tender is to be addressed to the Executive Engineer, M.D.A. and should be submitted with the name of the work written on the cover as per directions given in instructions to the tenderors. The tenders may either be sent by Registered Post or may be deposited in the tender box specially kept for the purpose in the office of the C.E. M.D.A. Meerut and in Allahabad bank Extension Counter at M.D.A. main office. No excuse for the late receipt of the tenders due to loss or delay in postal transit shall be considered.
- 5 No page for the tender shall be removed and the entire set must be submitted, as it is, Failure to comply the instructions may result in the rejection of the tender.
- 6 All entries made by the tenderor should be in one link and should be legible Tender should not contain erasures and corrections and if any they should bear the dated initials of the tenderor. The tenderor must sign each page of the tender.
- 7 No additions or alternations are permitted in the tender papers. If tenderor does so, the same shall not be considered and such tender is liable to be rejected.
- 8 Any tenderor not fulfilling all the conditions is likely to be rejected.
- 9 No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.
- 10 Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work. In case of delay on the part of the contractor beyond ten days, a penalty of Rs 1000/- per day will be imposed and shall be recoverable from contractor and will be deducted from any dues of Contractor.

EARNEST MONEY AND SECURITY DEPOSIT

- 11 If the contractor withdraws his offer/tender, or modified his offer/tender, before acceptance of the tender, his entire earnest money at the time of tender, will be forfeited by Authority.
- 12 The contractor shall have to deposit the required earnest money at the time of tender.



- 13 The contractor, whose tender is accepted will be required to furnish amount by way of security deposit for the fulfillment of the contract, at the prescribed rate of the sanctioned amount for construction period and one year after the actual date of completion.
- 14 The tenderor shall submit Non-Judicial Stamp Paper Purchased only from treasury (as per stamp act and G.O. dated 14-08-2002 if I.G. Registration) of following value.
 - 14.1 Rs. 125.00 per thousand in case of cash security according to article 40-A.
 - 14.2 Rs 70.00 per thousand in case of F.D.R/N.S.C./K.V.P. etc according to article 40-B
 - 14.3 Rs. 100.00 only in case of guarantee of two persons as third party according to article 57.
 - 14.4 Rs. 5.00 per thousand to the maximum of Rs. 10,000.00 in case of Bank Guarantee according to article 12-A.
- 15 The earnest money deposited by the unsuccessful Tender shall be returned within thirty days from the days of acceptance of the tender or within 30 days of receiving the request from tenderor whichever is later.
- 16 After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the Security deposit.
- 17 The Security deposited shall be refunded to the contractor after expiry of, for development works six months and for building works twelve months from the actual date of completion of work only if no imperfections become apparent in the work during defect liability period.

REGARDING MATERIALS

- 18 All the materials for the works shall be arranged by the contractor at his own cost.
- 19 All the material collected by the contractor during execution of work or otherwise shall be properly stacked and arranged as directed by the Engineer-in-Charge.
- 20 Contractor shall have to make their own arrangement for water and electricity at the site of work. The water should fit for drinking in case the authority supplies the water, the contractor shall have to pay charges at rate fixed by Authority.
- 21 M.D.A. shall give necessary recommendation letter to the concerned authority for giving water and power connection to the contractor. However any delay in getting water or power connection shall not entitle the contractor for any compensation or extension in completion period.
- 22 The stone ballast and grit will be blue textured and free of soft pieces the gauge of the ballast shall be as per detailed latest specifications of CPWD/PWD including all correction Slips till date.
- 23 The contractor is to stack the material at the road sides according to the size of material with stack number as directed by the E/I and no material shall be stacked on road embankment. The material shall be allowed to spread for consolidation only after recording of measurements and taken into road material account register.



- 24 A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
- 25 Cement and steel shall have to be arranged by the contractor only from the approved manufacture / re-rollers who hold ISI license only cement and steel should be ISI marked and to the entire satisfaction of the E/I. Test certificate for steel will have to be submitted by the contractor at the time when steel will be supplied at site.
- 26 With each lot of material arranged by the contractor for construction work he shall produce proper receipt of purchase from the manufacture-roller.
- 27 The contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-charge, MDA shall have the right to take sample for testing as per CPWD / ISI norms or directed by the Engineer in charge and get it tested. The contractor shall bear all charges of sampling, carriage and testing etc.
- 28 The cement shall be stored at site of work as per B/S requirement and shall be kept under double lock and key system by the contractor at his own cost.
- 29 The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All register at site shall have machine numbered pages.
- 30 The contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
- 31 The contractor shall confine his equipment storage of materials operation of his works and people to the limits as directed by the E/I and shall not unnecessarily spread over the premises with his materials and hutment.
- 32 The Contractor shall make arrangement for watch and ward of the material at his own cost.
- 33 All the materials and workmanship shall be as per specifications described in the contract and in cases not covered in the contract, these shall be in accordance with the E/I instructions and shall be subjected from time to time as the E/I may direct at places of manufacture at the work site or in the MDA Laboratory or recognized laboratory of the city. The contractor shall provide conveyances labour and material required for examining measuring and testing of the work and a quality materials, used contractor shall supply sample of the materials get them approved before using in the work. The cost of such conveyance, labour and materials, provided for testing purpose, testing charges and for examining the work and for proper completion of the same shall be borne by the contractor and no extra payment shall be made for the same.
- 34 Samples makes of materials / equipments (electrical) and item of work shall have to be got approved by the contractor from E/I before execution.
- 35 The contractor shall ensure to consume the material within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled or the recovery shall be made by the Authority at the rate of double the cost of work in which such materials are consumed.

LABOUR REGULATIONS

- 36 The contractor will have to follow all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
- 37 The contractor shall be responsible for the damages done to any property or injury to any person whatsoever caused by him or any body in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims, demands, proceedings, charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damage. The contractor shall take necessary precautions for the safety of his employees on the work and shall comply with all applicable provisions of safety laws and building codes to prevent accident or injuries to persons on the work.

EXECUTION OF WORK

- 38 All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
- 39 For carrying out the work the contractor shall be provided with one set of working drawing. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-Charge.
- 40 The contractor shall be wholly responsible for setting out the works and for the corrections of the positions, levels, dimensions and alignment according to the plan/drawings including all necessary instruments, pegs, poles, etc. and other material required for the purpose to the satisfaction of E/I.
- 41 The work shall be executed as per program drawn by the contractor and approved by the E/I. If the part of the site is not available due to any reason the program of the contractor
- 42 If the Engineer-in-charge, MDA shall find that the work progress is slow and feels that the work will not be completed in the time specified then the Engineer-in-Charge, Meerut Development Authority, shall order the contractor to work day and nights and / or on holidays and the contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
- 43 In the event of working at night, the contractor shall provide sufficient lighting safety arrangements for working staff to the satisfaction of the Engineer-in-charge, MDA. Any order or approval issued under this clause by the Engineer-in-charge, MDA shall not relieve the contractor from or diminish his obligation under the contract.

CONTRACTORS SUPERVISORY STAFF

- 44 Within fifteen days of the registration of the contract bond, the contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical order/instruction for issue of material and other miscellaneous works. The contractor shall be fully responsible for the order received by his representative or the materials received by his representative.

- 45 The contractor shall provide sufficient supervision to the work using the skill and attention. He shall deploy following experienced engineer on the work throughout its currency of work.

Works costing more than Rs. 25.00 Lacs and up to 50.00 Lacs	One diploma Engineer
Works costing between Rs. 50.00 and up to 100.00 Lacs	One Graduate Engineer One diploma Engineer
Works costing between Rs. 100.00 to 500.00 Lacs	Two Graduate Engineer Two diploma Engineer
Works costing between Rs. 500.00 to and above	Two Graduate Engineer Three diploma Engineer

The Engineers deployed by contractor shall be got approved in writing from the Engineer-in-charge (whose approval at any time can be withdrawn) for supervision of the work and to receive directions and instructions of the work from E/I. on behalf of contractor. The supervisory staff of the contractor shall not be changed without obtaining the approval of E/I. In the event of non presence of these Engineers, Authority will deduct @ Rs 10,000.00 PM per graduate Engineer and @ Rs. 6,000.00 PM per diploma Engineer which will be non refundable. The decision of Executive Engineer in regards to presence and/or absence of such engineer from the work shall be final and binding upon the contractor. The contractor will have to remove and person employed on the work if ordered by the E/I for any reason.

- 46 If the contractor does not use at site the T&P as mentioned in the Appendix D the same shall be arranged by the authority and the necessary deductions for the rental of machinery and T&P shall be made from contractors bills or penalty as deemed fit shall be imposed for which no claim shall be entertained.

WORK TO BE DONE AS PER SPECIFICATIONS

- 47 The specification to be follows for the execution of the works shall be :
- a) The latest MOST/CPWD/PWD specification for works with correction slips up to date of receipt of tender.
 - b) Relevant ISI standard for work not covered by the above.
 - c) Material bearing ISI Mark shall be given first preference for use in works for all articles without ISI marks the quality shall be judged by the relevant ISI specifications.
- 48 The Bill of Quantities is to be read in conjunction with the Form of tender, drawings, conditions of contract, specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of contract amongst description of the items specifications, conditions and drawings, the following order of precedence shall be followed.
- a) Provision as per direction of items
 - b) Provision in special conditions of contract.
 - c) Provision in specification
 - d) In absence of above the decision of Engineer-in-charge shall be final & binding.
- 49 All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the E/I and other authority Officials at all

times during the usual working hours all other times, If notice for the inspection of site by the E/I or any other official is given to the contractor should either himself be present to receive orders and instructions or contractors agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the E/I or their official for which n payment shall be made to the contractor. Engineer-in-charge MDA shall have the right to inspect the work and related documents either through their authorized officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the constructions issued in pursuance of the above inspections.

- 50 SITE ORDER BOOK shall be maintained at the site of the work in which instructions shall be given to the contractor or in his absence by his authorized representative or agent and in such case it will be presumed the same have been conveyed to him in time.

VARIATIONS

- 51 The quantities given in the bill of quantities are approximate and are liable to variation up to 25% on either side without entitling the contractor to any compensation or extra rate.

RATE

- 52 In giving their rates the Tenderor should take in to account all fluctuations of the market. As no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
- 53 The tendered shall be for all completed items of the work and shall includes all quarry royalties, testing, screening, tools and plants railway freight, carriage of materials to site, stacking and removal charges of any rejected materials and municipal taxes, octroi etc. and all other taxes in force from time to time.
- 54 Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax of levy is imposed by state, after the date of receipt of tenders, and the Contractors there upon necessarily and properly pay such taxes / levies, the contractor shall be reimbursed the amount so paid provided such payment, If any, is not in the opinion of C.E. (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.
- a) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allows inspection of the same by a duly authorized representative or as the Engineer-in-charge may require.
 - b) The contractor shall within a period of 30 days of imposition of any further tax of levy Pursuant to the constitution (Forty Sixth Amendment) Act 1982 gives a written notice thereof to the Engineer-in-charge may require.
 - c) No escalation on any account shall be paid.
- 55 Rates quoted shall be considered to be for all height unless specified otherwise.

**PAYMENT**

- 56 The contractor shall submit monthly running bills to the MDA for the work completed by him during the month. The Engineer-in-Charge MDA shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the MDA. Security deposit recovered reaches the total figure outlined in clause 1 of GPW Form . 9. The certificate of the Engineer-in-charge, MDA regarding the sum payable against bills shall be final and conclusive.
- 57 Any claim, during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.
- 58 The contractor shall sign ~~No~~ claim certificate+on running bills and in case of any claims or extra item he must mention the item and rate and Qty. specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in MDA.
- 59 Sales tax with surcharge shall be deducted on the gross amount of the work done for all the payment made to the contractor according to the provision of U.P. Sales Tax Act modified from time to time.
- 60 The contractor shall submit a certificate along with each bill that full labour payment has been made by the contractor till the end of the preceding month.
- 61 The provision of an item in the bill of quantities will not entitle payment for the same in case if forms part of any other item as per specifications, Special conditions of contract through the same may have not been specifically in the description of the item (s).
- 62 The contractor shall have to sign FARKHATI at the time of final bill.

SECURED ADVANCE:**63. Secured Advance on Materials**

The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge, Meerut Development Authority by allowed "Secured Advance" on the security on materials to the extent of 75% of the estimate value of major materials which in the opinion of the Engineer-in-charge, Meerut Development Authority are non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the work. When materials on account of which an advance has been made under this sub-clause are incorporated in the works, the amount of such advance shall be deducted from the last payment made under any of the clauses of this contract. An indenture bound on Rs.100.00 non-judicial stamp prepared and submitted by the Contractor.

**ABNORMALLY HIGH/LOW RATES**

64. In the case of abnormally low rated items, the minimum quantity stipulated in the agreement must be executed and no reduction in quantity shall be allowed without prior approval of the competent authority.

65. THE ORIGNALL CONSUMPTION OF MATERIAL

After the completion of the work the theoretical quantity of cement to be used on the works shall be calculated on the based on PWD/CPWD/DSR statements of consumption showing quantities of cement to be used in different items of work provided But for the items on which PWD/CPWD/DSR is not applicable the consumption of cement shall be decided the E/I of the work. Over this theoretical quantity of cement further variation on either side shall also be allowed as under.

Maximum permissible percentage

2% (Two percent)

For all works

The variations in respect of other materials shall be as per norms in Central P.W.D. work/U.P.P.W.D.

The cost of quantity of cement, steel, bitumen or any other material found short at site after calculating the theoretical quantity of material consumed allowing variation the same shall be recovered from the contractor at two times of issue rates.

CO-OPERATION WITH OTHER AGENCIES

66. The contractor shall not put hindrance to any person or to other Contractors authorized by the department to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the E/I shall be final and binding upon all the parties concerned.

67. The contractor shall do his work in such a way that the work of other contractor is not hampered.

MISCELLANEOUS

68. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site of work etc. as Governments property and such materials shall be disposed of to the instructions in writing issued by the Engineer-in-charge.

69. The normal working hours shall be from 8.30 A.M. to 5.30 P.M. and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the E/I No claim whatsoever shall be entertained on this account.

70. The contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of



the site and works clear in a workmanlike manner. Nothing extra shall be paid to the contractor for this clearing up. The contractor shall maintain and keep the area in agreed sanitary condition, which is used by men engaged in the work by him. He shall remove and clear all structures etc. Which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-charge Meerut Development Authority.

71. In case of any dispute the decision at C.E./S.E. Meerut Development Authority shall be final and binding on the contractor.
72. No claim for the interest will be entertained by the Meerut Development Authority in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between the MDA and the contractor or in respect of any delay on the part of Meerut Development Authority in making monthly payments or otherwise.
73. The contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the laborers residence at the site of work. Suitable area of land shall be earmarked to contractor to put the labour comp. Contractor shall however be responsible to hand over the site to Meerut Development Authority duly cleared from all encumbrance immediately after completion of work failing which completion certificate of the contract shall not be issued.
74. Stamp duty will be paid as per rule/order.

EXECUTIVE ENGINEER
MEERUT DEVELOPMENT AUTHORITY,
MEERUT

Special checks during execution stage of roads, for Various activities of construction**1. EARTH WORK IN EMBANKMENT**

- (i) Compact the original ground.
- (ii) Clods or hard lumps should be broken down to 15 cm. when placed in body of embankment and 6cm. when placed in sub-grade portion.
- (iii) During compaction have a particular check on :
 - (A) Soil should be spread in uniform layers not exceeding 250mm loose compacted to 200mm.
 - (B) Moisture content at the time of compaction should be + 1 to 2% of OMC.
- (iv) Density of each layer not be checked before permitting subsequent layers.
- (v) Soil test to be conducted to check PI value, which should be less than 6%

2. PREPARATION OF SUB-GRADE :

Look into the following points while preparing the base prior to laying of sub grade.

- (i) The surface should be finished to the specified grade, level and camber (2.5%) and checked by using of template, and straight edge.
- (ii) The sub-grade should be such so as to give at least 95%-97% (as stipulated in specification) of MD density and should not be in saturated condition at the time of laying of sub grade coarse (90-45mm aggregate)

3. WATER BOUND MACADAM (WBM) :

Special attention on following points construction :

- (i) Arrangement for lateral points confinement of arrangement must be provided. This conveniently be done by raising the shoulders in stage equal in thickness each layers of WBM.
- (ii) Do not allow spreading of coarse aggregate to a length more than that could be compacted during the next 3 days.
- (iii) Dry roll the aggregate thoroughly correct the high/low spots. Complete rolling indicated by a loose stone piece getting crushed under the roller without sinking.
- (iv) Rolling should start from low edges and progress gradually towards higher points. Each roller pass should overlap half the width of the earlier pass.
- (v) After rolling aggregate (ballast) apply screening (filler matter) in thin layers in operations at slow rate. The binding material should be dry and the objective should be to drive in as much binder as possible to fill up all the voids of the aggregate. Dry roll should be continued as the screenings are applied.
- (vi) Sprinkle the surface with water, sweep and roll. Avoid too much water that can soften the sub grade.
- (vii) Continue rolling till full compaction is achieved.
- (viii) P.L. of filler material should be up to 6%

QUALITY CONTROL FOR ROAD WORKS**1. TOLERANCES IN SURFACE LEVEL :**

(i)	Sub-grade	-	+20mm-25mm
(ii)	Sub base (Flexible)	-	+10mm-20mm
(iii)	Base coarse (flexible)	-	
(A)	Bituminous coarse	-	+6mm . 6mm
(iv)	Other than bituminous		
(A)	Machine laid	-	10mm + 15mm
(B)	Manually	-	+15mm . 10mm

2. TEST ON EARTH WORK FOR EMBANKMENT :

(1) Compaction control shall be exercised for the body of embankments on each layer of earth by taking at least one test of density per 1000 cum moisture content prior compaction one test per 250 cum of soil.

- | | | | |
|-------|------------------------|---|----------------------------------|
| (i) | Water bound macadam | : | |
| (ii) | Aggregate impact value | : | One test per 200cum of aggregate |
| (iii) | Grading | : | One test per 100 cum. |
| (iv) | Flakiness Index | : | One test per 200 cum |

CONTROL TESTS FOR BITUMINOUS WORK

- (1) Tack coat
As directed by Engineer-in-charge

- (2) Quality of binder
Both at plant and at the time of application tack coat.

- (3) Rate of spread of binder to be adjusted as per the yard sticks, at regular intervals (one hour)

3. BITUMINOUS MACADAM :

- (i) Aggregate impact value One test per 50 M³ of aggregate (max.30%)
- (ii) Flakiness index elongation index of aggregate . One test 50 cum of aggregate (max 30%)
- (iii) Grading of aggregates- Two tests per day plant both on the individual constituents and mixed aggregate from the dryer. (As per job mix formula).
- (iv) Water absorption of aggregate-initially one set of 3 representative specimens for each source of supply (max 2%)
- (v) Binder content- Periodic subjects minimum of two tests per day per plant. (As per job mix).
- (vi) Control of temperature of binder at regular close intervals say one hour and aggregate for mixing and of temp. Of binder at time of mixing shall be the mix at the time of laying and be between 150°C to 163°C provided that the difference in temperature between binder and aggregate at no time exceeds 14°C the discharge temperature of mix shall be between 130°C to 160°C



rolling operations shall be completed in every respect before the temperature of mix falls below 100c,

(vii)Rate of spread of mixed material regular control through checks of layer thickness.

4. ASPHALTIC CONCRETE :

- (i) Aggregate impact value- One test per 50 cum of aggregate (max 30%)
- (ii) Flakiness index and elongation index of aggregate . One test per 50cum of aggregate (max 30%)
- (iii) Stripping value initially . One set of 3 representative specimens for each source of supply. Subsequently when warranted by charges in the quality of aggregate.(Minimum retained coating 95%)
- (iv) Water absorption . Do (max. 2%)
- (v) Mix grading . One set of test on individual constituents and mixed aggregate from the dryer for each 400 tones of mix subjects to a minimum of two tests per plant per day . (As per job mix design)
- (vi) Stability of mix for each 400 tones of mix produced a set of 3 marshal specimens to be prepared and tested for stability flow value density and void content subject to a (Marshal stability not less than 820 Kg.)
- (viii)Control of one test of each 400 tones of mix subject and gradation of mix. To a minimum of two tests per day plant. Temperature controls same as that for BM.
- (viii)Rate of spread of mixed material.
(Regular control and through checks on the weight of mixed material and layer thickens).
- (ix) Density of compacted layer- One test per 250 sqm. Of are.

SPECIFICATION

The Work shall be carried out strictly in accordance with.

- (A) The latest P.W.D./MOST / CPWD specifications for works.
- (B) Relevant ISI/ IRC standards for work not-covered under Clause (A)
- (C) Material bearing ISI mark shall be used in works.
- (D) If any ISI marked material in the item given in Bill of Quantity of The Tender document is not available, or other wise specified in the nomenclature, non ISI material may be use only after the approval of the Engineer-in-Charge.
- (E) Earth work in roads, WBM, BM/ SDC or MSS as per specification of MOST (Third revision . April 1955)/P.W.D.

CONTRACTOR

EXECUTIVE ENGINEER

ADDITIONAL SPECIAL CONDITIONS FOR EXTERNAL 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 ISI Marked as mentioned and sample shall to be got 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 be 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 wil co-ordinate with the M.D.A. and U.P.P.C.L. Departments for 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 maintainance period after the finalisation of the bond, 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 may have to produce on demand by the MDA purchase vouchers, challan etc. from the principal manufacture of authorised dealer for verification of legal 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 within specified time with specified material, The reason of non, availability of material or 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 completion or handing over or final measurement of work which ever is later 10% of 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 out 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 in drawing ink of Ammonia pasted in cut file as 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 tenderor shall quote their rates as instructed in the Technical & 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 head 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 perform 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 tenderer will have to sign an Indemnity Bond on a Rs. 100/- non Judicial Stamp paper duly attested by the Notary
 19. Before tendering the rates contractor should carefully study the Electrical construction manual of U.P.P.C.L all the items used should be as per drawing and in any case 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/contractor will be fully responsible for any damage of his men or any damage or 3rd party or their property or MDA property caused by him during the work.
 21. In case of any dispute arising in execution of the agreement the matter will be referred to MDA for decision which will be final and binding on the contractor.
 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 rca on 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.
 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.
 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 make 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.

**EXECUTIVE ENGINEER
MEERUT DEVELOPMENT AUTHORITY,
MEERUT**

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

**APPENDIX Aq****DETAILS OF WORKS COMPLETED DURING THE LAST THREE YEARS/RUNNING AT
PRESENT**

S.No.	Name of work	Agreement amount (Rs. in Lacs)	Date of Start	Date of Completion	Actual Date of Completion	Remarks

SIGNATURE OF CONTRACTOR



APPENDIX Bq

This is to certify that dealings of M/s [redacted] .. who have been dealing with us for last [redacted] years are satisfactory. On the basis of information available with us we assess their Liquid Assets not less than Rs. [redacted] . Lacs.

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

APPENDIX C

I/We _____ . S/o _____ Partners/ Authorised person M/s _____ applicant of _____ .

_____ .. for prequalification hereby declare that following person is in my / our regular employment on the post and from the dates mentioned against them.

S.No.	Name and Address	Technical Qualification	Post held regular	Date of Employment	Details of Experience
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

I / We understand that well experienced one graduate and one Diploma Holder / Civil Engineering as directed by E/I will have to be deployed by us on the work through out, in case we are entrusted with execution of the work in question.

I / We further understand that in the even for non-presence of such Engineers the Meerut Development Authority shall deduct @ Rs. 10,000 (Ten thousand) or Rs. 6,000 (Six thousand) as the case may be, per month from our bills which will not be refundable.

I / We further understand that the decision of Engineer-in-charge of work regards to presence and / or absence of our Engineer from the work shall be final and binding upon us.

SIGNATURE OF APPLICANT

SEAL
(NOTARY PUBLIC)

APPENDIX Dq

I / We _____ S/o Shri _____ Applicant
 of _____ . or _____ .. Parter (S)
 Authorised person (S) of M/s _____

Applicant for pre-qualification for the above noted work in Meerut Development Authority here by certify that I/We possess the following machinery, tools and plants, centering and shuttering, all in good working conditions.

Particulars of machinery Tools, plants centering and shuttering	No.	Estimated cost (Rs.)	Approximate age in Years and months

I /We undertake that above machineries and centering and shuttering material will remain in good working condition and in useable from throughout the currency of work.

I /We further undertake, that if, there is any reduction in the equipment, below the limit required for per-qualification, I /We will inform Engineer- in-charge, Meerut development Authority to whom application for pre-qualification is being made, within 3 days of its occurrence and arrange to make it up within another one week, failing which, the MDA will be free to impose any penalty that it may deem fit, which will be final and binding upon me/us.

APPLICANT

SEAL
(NOTARY PUBLIC)

On Stamp page (minimum denomination Rs. 10.00)

**ANNEXURE-1**

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

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

Name of Tender / Work-----

In consideration of the Meerut Development Authority having treated tenderor to be an eligible person whose tender may be considered the tenderor 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 as withdrawn his proposal within the stipulated period, the earnest money deposited by him shall be forfeited by the Meerut Development Authority. I hereby 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 withdrawn of my proposal and consequently I am liable for action as above.

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

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

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

Important Notice: This undertaking is to be signed by the contractor on stamp paper of Rs. 10/- only. This is to be submitted along with the tender, failing which the tender is liable to be rejected. This undertaking shall be attested from Public Notary.

**APPENDIX Eq**

The following Works awarded to M/s _____ are in PROGRESS in Meerut Development Authority, Meerut.

S.No.	Name of work and Contract no.	Total Sanctioned Amount in lacs	Total work done upto date in lacs	Date of start	date of completion
1					
2					
3					
4					
5					

It is necessary to fill all required entries in above format otherwise the tender will not be considered.

SIGNATURE OF CONTRACTOR



TENDER DOCUMENT

VOLUME - 2

FINANCIAL BID

Name of the work I ektoknh vkokl h; ; kst uk ds vUrxr 'krkCnh
uxj ; kst uk ea 120 VkbI &, QyS/ks dk fuekZ kA

Year -2015

Executive Engineer

FINANCIAL BID

Name of the work : I ektoknh vkokl h; ; kstuk ds vUrxr
'krkCnh uxj ; kstuk e 120 VkbZ & , QyS/ks dk fuekZ kA

Estimated Cost : Rs. 1598.69 Lacs

Cost of Tender with 14% Vat: Rs. 5700.00

Earnest Money : Rs.32.00Lacs

Time of Completion : 18 Month

Defects Liability Period : 12 months after the
actual date of completion

Validity of Tender : 3 months

Date of Receipt of Tender : 12-06-2015

Date of Opening of

(1) Technical BID : 12-06-2015

(2) Financial BID :

Name of the work I ektoknh vkokl h; ; kstuk ds vUrxh
'krkCnh uxj ; kstuk ea 120 VkbZ &, QyS/ks dk fuekZ kA

FINANCIAL – BID

I/We hereby tender for the execution above mentioned work according to the Bill Of Quantities, Specification and terms and conditions referred to in the tender documents with in time-frame as mentioned and in accordance with the specification, design, drawings and instruction in writing and with such materials as are provided for and in all other respects in accordance with such conditions as for as applicable.

I/We hereby agree to the percentage mentioned (Below/Above) on the printed rates of the Bill of Quantities for the execution of the work.

1. The Quantities are liable to wide variation upto 25% extent on either side for which no claim whatsoever shall be entertained,
2. All extra items shall be executed on the same rates as% percentage tendered by the contractor section wise on the basis of schedule of rates at the time of inviting the tenders or the current schedule rates which ever is lesser.
3. All works shall be carried out as per U.P.P.W.D/ MOST/C.P.W.D. detailed specification and amendments made therein from time to time.
4. Trade Tax as admissible from time to time will be recovered from the gross amount of the bills.



5. In the event of any dispute Meerut courts will have exclusive jurisdiction and no suit shall lie in any other court outside Meerut District.
6. ठेकेदार द्वारा निविदा के साथ रू0 10/- का स्टाम्प पेपर तथा रू0 1/- का रेवेन्यू स्टैम्प पर मानक भाषा में हस्ताक्षर कर संलग्न किया जायेगा, जिस पर ठेकेदार द्वारा यह अन्डरटेकिंग दी जायेगी कि निविदा की दरें वैद्यता की अवधि 3 माह में वापिस नहीं ली जायेगी तथा यदि निर्धारित वैद्यता अवधि में निविदा की दरें वापिस ली जाती है तो उस स्थिति में निविदा के साथ संलग्न धरोहर राशि (100:) जब्त कर ली जायेगी।
7. I/We hereby offer to execute the above work on ..% (in figure) (in words) . Above/below the rates printed on the attached bill of quantity of the works.

Signature of Contractor

Postal Address :

Asst. Engineer
M.D.A

Officer Opening Tender

Officer Recommending Tender

ADDITIONAL CONDITIONS OF THE CONTRACT

1. Each page of the bill of quantity, specification and condition should be signed by the contractor.
2. Tenderors should give their rates after careful examination of site of work. The site of work can be seen during working hours.
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 tenderor, should the sold tenderors refuse to sign the bond. If he 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, topography of the site, availability of food stuffs, labour and materials and other ammollates before tendering . no claim for additional work or extra rate due to any of the above reasons will be allowed as specified in general specifications.
7. **LINES AND LEVELS :** - the contractor shall be solely responsible for setting out the work and for the correctness of the positions levels dimensions 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 tendered 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 & ward required for proper execution and safety of materials etc.

10. **MEASUREMENTS:-** The Engineer In charge shall accept otherwise stated ascertain 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 adhered 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 will have to be carried out In the night and no extra payment shall be made to the contractor on this account.
13. **PROGRAMME AND RETURNS TO BE FURNISHED: -** As soon as pencil cable but not less 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 whenever required by the Engineer in charge for his information particulars 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 has 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 MD.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 Executive Engineer In charge on the part of the contractor will make the contract liable to be terminated.
18. Will full in subordination or disobedience to the orders of the Engineering staff whether alone or in combination with another shall be considered to be an act of misbehaviour and penalty for this as decided and improved by the Executive Engineer shall be final and binding on the contractor.
19. **CLEARANCE OF SITE ON COMPLETION :-** The contractor shall at all times keep the premises free from accumulated waste 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. **SUB STANDARD WORK :** - concrete of strength below 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 Executive Engineer and contractor shall not claim as a matter of right. The decision of Executive Engineer 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 specifications 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 whitelime required for the work shall be brought to the site in unslacked conditions and sinchod properly and to specification 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, will 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 imposed 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 rates 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 an advance to the Engineer In charge. The materials will be supplied in time as far as possible but in case of any materials belong not available no claim will be entertained in case of material. In schedule %C+ the contractor 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 if available at the current market rate or stock rates which ever is higher.
35. All materials issued to the contractor will have to be stocked 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, so that checking can be done when necessary. If any surplus materials are left after the completion of the work it shall put 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 or 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; change 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 not 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 be paid for as per drawings in case work executed is of less dimensions and not covered by the tolerances allowed, It will be at the discretion of Engineer incharge 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) put in a conspicuous place - at the site of work. notice, giving 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 to be paid and deduction from wages.
41. The contractor shall be bound 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, stacking 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 contract.
44. No claim for extrapayment on account of delay in the supply of material or machines to be 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 letter. If any letter 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 letter. Any change of address must be intimated to this office for which he should obtain acknowledgements. The contractor or his agent will not refuse to delivery of letter at the site of work or in M.D.A. office.
46. Stamps duty as required on 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 of 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 tenderor shall be deemed to cover the following 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.
49. (d) Painting two coats of approved paint on all exposed faces either or H.C.I. pipe lines, flushing classes, bracket and other fittings and M.S. banks and girders etc.
50. (e) Lead jointing in HCL soil or vent pipes, lead shall be filled up to 2 cm minimum extra than chaulking by jute.
51. (f)The supervising staff can check by getting the lead joints opened upto 20% of all the joints the same shall have to be referred by the contractor at his own cost. If any joint found with lesser quantity of lead or cracks in lead jointing, the penalty as deemed by the Enginee Incharge shall be imposed to all joints.
52. The contractor shall have to dispose of all surplus earth, and rubbish etc. away from the building from the site of the work as and where directed by the Engineer In charge at the time of the completion.
53. All the concealed pipe shall be tested as per direction of Engineer In charge and shall be concealed only when it is approved. The testing charges and equipment etc. for the same be borne by the contractor. The contractor shall be responsible for the leakage till the 10% security is released.
54. The tendered rate shall include all the local and other taxes,. water charges. carring 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 HCI pipes and fittings shall be inspected and got tested. any Joint found leaking shall be done and all leaking pipes removed and replaced without extra coat.
56. The tendered rate shall be deemed cover the charges of making connection with water tanks and supply pipes etc. for which nothing extra shall be paid.
57. 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 HCI 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 accounts will have to be maintained. For cement double lock system will have to be followed.
60. Floor trap, nahani 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 refunded only after the satisfactory completion of work, test maintenance period.
62. No payment will be made to contractor for cutting charge and its repair in brick work after completion of work for fixing precast or cast insite, RCC shelves and no claim on this account shall be entertained.
63. The lambs of the doors, windows shall be finished with cement mortar 1:2:2(1 cement, 2 coarse sand, 2 jamuna sand) against the 12mm and 15mm thick plastering items of bill of quantities but nothing extra will be paid on this account.
64. No claim will be made to contractor for damage to building works or materials caused by rain, any natural claimities or any other reason what so ever during the execution of the work and no such claim on this account shall be entertained.
65. All the openings for doors and windows should be finished in size, line and levels as per the drawings The finished openings should be as good as stencil cut.

**EXECUTIVE ENGINEER
MEERUT DEVELOPMENT AUTHORITY,
MEERUT**

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