

# **MEERUT DEVELOPMENT AUTHORITY, MEERUT**

## **Notice Inviting Tenders No. :-27**

Sealed Tenders are invited for the following works so as to reach the Meerut Development Authority Opposite Police Lines, Meerut latest by 3.00 P.M.

Name of Scheme: --- *xæk uxj ; kstuk ikdV&thih ea vkøj gM Væd ds iæ'sk ij l j{kk tky yxkus dk dk; A*

S.N.	Item	Estimated Cost (in Lacks)	Earnest Money (in Lacks)	Cost of Tender Form	Time of Completion
1	<i>xæk uxj ; kstuk ikdV&amp;thih ea vkøj gM Væd ds iæ'sk ij l j{kk tky yxkus dk dk; A</i>	1.69	0.17	585.00	15 DAY

- Tenders will be opened at 4.00 P.M. on **06-01-2016** and the tenders are welcome to be present.
- The work must be completely finished in accordance with the contract documents within the time prescribed as mentioned above from the date order of the to commence work.
- The notice copies of the drawings and other documents pertaining to the work will be open for inspection by the tender at the office of the Meerut Development Authority during working hours after \_\_\_\_\_ day of \_\_\_\_\_ .blank tender forms along with other documents can be obtained from the office of the Meerut Development Authority during hours on payment of cost as above per set.
- Each tender must be accompanied by deposit mentioned above as earnest money in any of the following forms.
  - (A) Government Securities, municipal debentures or bonus of any other corporation owned or controlled by department part trust bonds or receipt of any scheduled bank in India pledged to Meerut Development Authority, Meerut.
  - (B) National Savings Certificate/ National Plan certificates/ Defense Bond/ National Defense certificate pledged to Meerut Development Authority, Meerut.
  - (C) Post Office Savings Bank pass book pledged to Meerut Development Authority, Meerut. Sales tax other taxes if any on materials in respect of this contract shall be payable by the contractor and Meerut Development Authority will not entertain any claim what so ever in this respect. No tenders shall be permitted to tender for works in the Meerut Development Authority.
- The expression tender of self used in this clause include any partner or director of the tendering firm company as the case may be.
- The tenders are advised to see the site of the work and they will be deemed to have satisfied themselves with the scope of work local conditions, drawings, specification, conditions of contract etc. before submitting their tenders.

9. Tenders shall remain open for acceptance for period of three months from the date opening of tenders.
10. Canvassing in any form will disqualify a tender.
11. All rates shall be quoted on the bank form of the tender supplied by the Meerut Development Authority. Tenders with rates quoted on private papers are liable to be rejected.
12. The notice inviting tender shall form part of the contract when concluded.
13. Unless the person whose tender is accepted sign a contract and deposits the security specified in part-5 above within seven days after he is required to do so the earnest money deposited by him or equivalent amount out of the general security deposit will be forfeited.
14. On acceptances of the tender the name of the accredited representative of the contractor. Who would be responsible for taking instruction from the Engineer in charge shall be communicated to the officer calling for tenders.
15. In consideration of the Meerut development Authority having treated the tender to be an eligible person whose, tender should be considered that tendered shall agree to the condition that the proposal in response to invitation shall not be withdrawn by to the Meerut Development Authority.
16. If subsequent to submission of his tender and tender amount after modified the contents of his conditions tender shall deemed to have withdrawn his proposals.
17. At the time of preparation of contract bond stamp duty of Rs. 7.00% shall be deposited by the contractor on the amount EM of the tender. This shall be minimum of Rs. 70.00 F.D.R./ C.D.R./ and further stamp duty on fraction of Rs. 1000/- @ 7.00%.
18. Authority reserves the right to accept or reject the tender in part or in full.
19. Conditional tenders are liable to be rejected.
20. For non compliance with any of the above instruction the tender is able to be rejected.

Assistant Engineer  
**Meerut Development Authority,**  
**Meerut.**

Executive Engineer  
**Meerut Development Authority,**  
**Meerut.**

## 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:  $\frac{3}{4}$  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 kiln.
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 are.....(IN Figure).....  
(IN Words) 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 Contractor.

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Officer Inviting Tender

Officer Receiving Tender

Officer Opening Tender

# MEERUT DEVELOPMENT AUTHORITY MEERUT

## 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 labor 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 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. 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 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 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 Departmentally rent will be recovered from the contractor'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 authorized 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 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 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 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. **EXTRACTION 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 himself 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 thereof 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 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 endangered. The acceptance, of such sub standard work will be at the entire 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. Dispute Redressal System**

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, i.e. **chairman / commissioner , meerut division** . The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

#### **25 Procedure for Resolution of Disputes**

**25.1** The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

**25.2** In case of any dispute or difference arising between the employer and contractor shall be settled only in **the jurisdiction of civil court , Meerut.**

**25.3** Either party may refer a decision of the Competent Authority to civil court of Meerut, within 28 days of the Competent Authority's written decision. If neither party refers the dispute to civil court of Meerut within the above 28 days, the Competent Authority's decision will be final and binding.

26. 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 be entitled to claim any profit on this account.

- 27 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.
28. No more than one tender should be submitted by one contractor or by one firm of contractors.
29. All tendered rates shall be considered to include all jobs as mentioned in the detailed specification attached.
30. 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.
31. 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.
32. When opening the tenders the rates shall be read out to all contractors. Who are present.
- 33 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.
- 34 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 by imported on him till the materials in question are removed.
- 35 The materials to be supplied by the department as per schedule "C" appended at the rate mentioned there in shall by 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.
36. 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.
37. 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.
38. 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 refuses to do so the instructions written there in shall be binding on the contractor

39. **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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. Stamps duty as required or the contract deed will be borne by the contractor.
- 49 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.



50 The work must comply with the relevant U.P.P.W.D. 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 he 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 incharge.
  - (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 land jointing the penalty as deemed by the En. In charge shall be impost to the of all joints.
51. The contractor shall have to dim pone 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 ans equipment etc. for the same be bond by contractor. The contractor shall be responsible for the leakage till the 10% security in reclosed.
52. 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.
53. 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 coat.
54. 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.
55. 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 shell be made-leak proof." Smoke test shell be carried out for ICI pipe. line work as provided in the 'specifications. The S.W. pipe shall be tasted for 5 mtrs. Head of water nothing extra shall be paid for all these testing.

56. For the material supplied by the department, proper account a will have to be maintain For cement double lock system will have to be followed.
57. Floor Temp. Nahant Trap If any and W.C. Shall be paid at the reduced rates. i.e. 90% fo the rate till got tested against leakage to the satisfaction of the Engineer in charge.
58. 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.
59. 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
60. 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 12 mm and 15 mm. thick plastering rates. Bill of quantities but nothing extra will be paid on this account.
61. 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.

**(CONTRACTOR)**



# 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 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 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 labial to be rejected, a it shall be attested from Public Notary.

### Bill of quantity

**Name of Work-- Constuction of M.S. Cover Block on Overhead Tank Stair Case Pocket G. P. at ganga nagar scheme.**

S.N.	Items	Qty	Rate	Unit
Item No.1	M.S. or iron work in angle iron door and windows frames, stair case railing including cutting welding and wastage including supply of material, Labour T&P etc. required for proper completion of work. S.I. No. 502A	28.20	6000.00	per qtl
Item No.2	Internal harision lock heavy duty quality D.S.R.No.	1.00	600.00	Each