

8. The tenders are advised to see the site of the work and they will be deemed to have fallterised them selves 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 paper are liable to be rejected.
12. The notice inviting tender shall form art of the contract when concluded.
13. Unless the person whose tender is accepted sign a contract and deposits the security secifie3d iinpart-5 above within seven days after he is revised to do so the earnest many deposited by him or equivalent amount out of the general security deposit will be forfeited.
14. On acceptance of the tender the name of the accredited representative of the contractor. Who would be responsible for taking instruction form the Engineer in charge shall be communicated to the officer selling for tenders.
15. In consideration of the Meerut Development Authority having treated the tenders to be an eligible person whose tender should be considered that tenders agree to the condition that the proposal iin response to invitations shall not be with drawn by tenderer within the said period the earnest money deposited by him may be forfeited to the Meerut Development Authority, Meerut.
16. If subsequent to submission of his tender any tenderer amends, alter, notified the contents of his conditions tender shall deemed to have with are now acceptable to the authority then for their purpose of his condition tender shall deemed to have withdrawn his proposals.
17. At the time of preparation of contract bond stamp duty of Rsí í í . Shall be deposited by the contractor on the amount E/M of the tender. This shall be minimum of Rsí í í í . And further stamp duty on fraction of Rs. 1000 @ 8.00%.
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.

उद्यान अधीक्षक,
मेरठ विकास प्राधिकरण,
मेरठ ।

प्रभारी अधिकारी, उद्यान,
मेरठ विकास प्राधिकरण,
मेरठ ।

Material conditions & general specifications :-

- 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: 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 form site have the desired quality, brought form Jamuna or Ganga rige. To obtain the desired finesse modules of the fine sand, if required the coarse sand be balanced with the fine sand available.
 - 4- Coarse Sand :- This shall be of approved quality brought form approved quantity the sand shall be screened & shall be at the liness modules of 2.2 to 3:6.
 - 5- Bricks :- The brick shall be best locally available Ist class bricks approved by the Engineer in charge brought form approved brick klin.
 - 6- All the conditions of G.P.W. form no. 9 of U.P.P.W.D. shall be applicable & part of the 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 Rs. 10/- signed by the contractor, which shall be part of the agreement.
 - 9- At the time of preparation of contract bond stamp duty of 8.00% shall be deposited by the contractor on the amount of earnest money of the tender. This shall be minimum of Rs. 80.00 & further stamp duty of fraction at Rs. 1000/- @ Rs. 8.00%.
 - 10- I/We tender our rates í í í í í .. 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.C. & 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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Office Inviting Tender

Office Receiving Tender

Office Opening Tender

MEERIT DEVELOPMENT AUTHORITY

ADDITIONAL CONDITONS OF THE CONTRACT

1. Each page of the bill of quantity. Specification and condition should be signed by the contractor.
2. Tenderors should given 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. Change of site will also not entitle the contractor to any compensation.
3. The contractor must take late consideration, all fluctuations in rates of labour and materials during currency of the work, No claim what so ever on this account shall be entertained.
4. The units of ration as shown in the bill of quantities should be carefully seen as refer, once give by the contractor shall, remain unchanged and no execute on any account will be entrained after the tender box has been closed.
5. **RIGHT OF REJECTION :-** The department reserves the right to reject any or all the tendors without assigning and reason for doing to. It also reserves the the right to allot either a part of the work or the whole to any tendors, 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 CHARAOTER 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 ammolleles before tendering. no claim for additional work or extra 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 possitions levels dimensions and aruments according to the plants and shall provide all necessary assistance instrument 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 included 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 wihtin 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 etc.
9. **WATCH AND WARD:-** The contractor shall in connection with the 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 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 mesasuring the work in making such measurement and shall

furnish all particulars required. Should the contractor fail, to attend or omit to send such Agent or representative, than the measurement 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 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. DRAWING AND THEIR OWNER 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 Engineer staff. On completion of the work the contractor 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 MDA 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 order 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:- Defence of the instructions of the Executive Engineer in charge on the part of the contractor will make the contractor 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 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 here of for such time and in such manner as may be considered necessary and shall during such suspension property 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 WONK:- 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 greed. 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 and 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 shoseuld to be submitted by one contractor or by one firm of contractors.
27. All tendered reates 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 he building work has sufficiently advanced. The contractor will have to afford all facilities to other contractor in the executive of their work so that the entire work may proceed in the execution of their work so that the entire 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 white lime required for the work shall be brought to the site in unsiacked conditions and sinchod property 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 approved of the Engineer in charge and rejected materials if any, will have to be removed by the contractor with in three days from the the site of the work otherwise a penalty of Rs. 50 per day may by imposed on him till the materials in questions are removed.
33. The materials to be supplied by the department as per schedule %G+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 on 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 %G+ 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 %G+ can also be issued to the contractor at the discretion of the Executive Engineer In charge if available at the current market rate of stock rates which ever is higher.
35. All materials issued to the contractor will have to bestnoked 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 drawing attached with the contract bond drawing of details given by Engineer I/C. Incase the contractor executes the work of larger dimension than shown in drawing 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) part in a conspineaous place at the hole of work notice, going the proper of wages which have been certified by the Engineer in charge.

40. The contractor shall be bound by the rules made by the Govt. with regard to the period for which wages have to be paid and deduction from wages.
41. The contractor shall be bound to give preference to ex-service man where available. The nearest sub regional employment exchange may be consulted regarding available of such man.
42. The tender rates shall includes all quarrying charges, royalty screening tools and plants carriage of materials to the site stacking and removal of all reected materials, all taxes& water arrangement etc.
43. Condition of M.D.A conditions of contract manual from 79/80/81/82 will also be applicable and will form part of the contractor.
44. No claim for extra payment on account of delay in the supply of material or machines to 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 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 regarding applicability interpretation or any dispute about specifications shall be final 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 send mortar for finding water supply lines of water storage rank as desired by the Engineer in change.
49. (d) Painting two coals 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) Load jointing in HCL Boll and 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 Engineer 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 Eh. 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, carrying etc. No claim shall be entertained on such account the quantities are liable to vary on either side to any extent for which no claim shall be entertained.
55. After laying and joining, the S.W. and HCL 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 HCL 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 incharge.
- 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 of a month 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 percaste 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 12 mm and 15 mm thick plastering items of bill of quantities but nothin 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 clainities or any other reason what so ever during the execution of the work and no such claim on this account shall be entertained.
I/We have carefully read the above conditions and agreed to abide by them.

प्रभारी अधिकारी, उद्यान,
मेरठ विकास प्राधिकरण,
मेरठ।

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नियम व शर्तें

1. निविदा उन्ही ठेकेदारों को बेची जायेगी जो निविदा लेते समय यह प्रमाण देगे कि उनकी स्वयं की नर्सरी है । जिसके लिये उन्हे शपथ पत्र देना होगा ।
2. ठेकेदार द्वारा सीलबन्द निविदा के साथ निम्न विवरण अनिवार्य रूप से उपलब्ध कराने होगा ।
 - (अ) किसी राजकीय/अर्द्ध आसकीय या सरकारी शैक्षिक संस्थान में उद्यान सम्बन्धी कार्य का कम से कम तीन वर्ष में रूपये आठ लाख का कार्य किये जाने का साक्ष्य एवं रखरखाव का अनुबन्ध प्रमाण पत्र, कार्यों की सूची तथा कम्पली तान प्रमाण पत्र ।
 - (ब) रखरखाव कार्य हेतु ठेकेदार के पास उपलब्ध स्टाफ व उपकरण ।
 - (स) सिविल कार्य में रोकरी, फाउन्टेन बनाने का अनुभव फर्म के पास होना अनिवार्य है ।
3. निविदा क्रय करने से पूर्व वांछित 10 प्रतिशत धरोहर राशि जो भारतीय स्टेट बैंक या अन्य राष्ट्रीय बैंक की एफ0डी0आर0/सी0डी0आर0/एस0एस0सी0 अथवा डाकघर के पास बुक के रूप में प्रभारी अधिकारी, उद्यान, मेरठ विकास प्राधिकरण के नाम बन्धक जमा करनी होगी। इसके अतिरिक्त अन्य किसी रूप से कार्य अवधि पूर्ण होने के एक वर्ष बाद तक बैध होनी चाहिये।
4. स र्त अथवा किसी भी रूप से अधूरी निविदायें मान्य नहीं होगी एवं निरस्त मानी जायेगी।
5. निविदादाताओं की अपनी दरें शब्दों एवं अंको दोनों में स्पष्ट रूप से अंकित करनी होगी। अन्तर पाये जाने पर न्यूनतम दर ही मान्य होगी।
6. कार्य की मात्रा स्थल की आवश्यकता के अनुसार घटाई या बढ़ाई जा सकती है।
7. उपाध्यक्ष के पास यह अधिकार सुरक्षित है कि वह बिना किसी कारण बताये समस्त निविदा या आवश्यक समझे किसी एक निविदा को निरस्त कर सकते है। इस सम्बन्ध में कोई पत्राचार मान्य नहीं होगा।
8. निविदा प्रपत्र में उल्लेखित सभी भातें निविदादाता को मान्य होगी।
9. निविदा प्रपत्र के रूपये 100/- का नान जूडि ियल स्टाम्प जो निविदादाता के फर्म के नाम से क्रय किया हो व रूपये 2/- का रेवेन्यू स्टाम्प सलंगन करना आव यक है जिस पर ठेकेदार को मानक हस्ताक्षर देने होंगे।
10. ठेकेदार को कार्य संचालन हेतु यांत्रिक वस्तुओं एवं पानी की व्यवस्था स्वयं करनी होगी।
11. कार्य निर्धारित अवधि में ही पूरा होना चाहिये।
12. एकल निविदा स्वीकार नहीं की जायेगी।
13. स्थल पर रोपित पौधों के थॉवलों के साथ साथ आस पास उगी जंगली घास इत्यादि की सफाई ठेकेदार को करनी होगी।
14. यह ठेकेदार की जिम्मेदारी होगी कि निविदा की दरें भरने से पूर्व कार्य एवं कार्य क्षेत्र देख लें। बाद में किसी भी प्रकार का अनुरोध पर विचार नहीं किया जायेगा।
15. सुरक्षित जमानत धनराि ि नियमानुसार काटी जायेगी।
16. बिना ठेकेदार के हस्ताक्षर युक्त निविदा अस्वीकार कर ली जायेगी।

17. असफल निविदादाताओं द्वारा दी गयी धरोहर राशि उपाध्यक्ष, मेरठ विकास प्राधिकरण द्वारा निविदा स्वीकृति उपरान्त अनुबन्ध तैयार होने अथवा 90 दिन जो भी पहले हो के बाद ही अवमुक्त की जा सकेगी।
18. ठेकेदार द्वारा आपूर्ति की गयी वस्तुओं/रखरखाव के कार्य की जाँच उपरान्त ही भुगतान किया जायेगा।
19. भुगतान संतोषजनक कार्य के पश्चात ही किया जायेगा।
20. उद्यान अनुभाग के द्वारा जो भी पौधें उपलब्ध कराये जायेगे उनको लगाने व रखरखाव की जिम्मेदारी निविदादाता द्वारा लगाने वाले पौधों की ही तरह होगी। पौधों की कीमत काटकर अन्य सभी मदों के देयको का प्रविधान बी0ओ0क्यू0 में शामिल है।
21. उद्यान अनुभाग द्वारा स्थल पर लगाने हेतु जो भी ट्री गार्ड यदि उपलब्ध कराये जायेगें तो उनकी फिक्सिंग व देखरेख की पूर्ण जिम्मेदारी सम्बन्धित ठेकेदार की होगी। ट्री गार्ड चार्ज में लेने होंगे व अनुबन्ध समाप्त होने के बाद चार्ज में वापिस करने होंगें।
22. पेड़ों व पार्कों के रखरखाव हेतु पानी की व्यवस्था स्वयं ठेकेदार को करनी होगी यदि विभागीय ओवर हैड टैंक/नलकूप का पानी प्रयोग किया जाता है तो नियमानुसार प्रति माह की कटौती बिल से कर ली जायेगी।
23. अनुबन्ध में वर्णित मात्रा से कम कार्य किये जाने की स्थिति में अव शेष कार्य के मूल्य के 10 प्रति शत के बराबर अर्थदण्ड ठेकेदार के बीजक से काटा जायेगा।
24. ठेकेदार से व्यापार कर, आयकर तथा अन्य कर नियमानुसार काटे जायेगें।
25. यदि ठेकेदार के श्रमिकों से कोई नुकसान होता है तो उसकी क्षतिपूर्ति ठेकेदार से की जायेगी।
26. यदि ठेकेदार तथा विभाग के मध्य कोई विवाद उत्पन्न होगा तो ऐसे विवाद के निर्णय हेतु प्राधिकरण के उपाध्यक्ष महोदय द्वारा नियुक्त आर्बिट्रेटर ही निर्णय करेगें। आर्बिट्रेटर का निर्णय अन्तिम होगा तथा निर्णय दोनों पक्षों को मानना होगा।
27. विभाग को कार्यहित में किसी भी समय ठेका समाप्त करने/ठेके का समय बढ़ाने का पूर्ण अधिकार होगा।
28. संतोषजनक कार्य नहीं पाये जाने की द शा में नोटिस के 15 दिन पश्चात तक भी यदि कार्य संतोषजनक नहीं किया गया तो असंतोषजनक कार्य को डेबिटेबिल ऐजन्सी से बाजार दर पर करा लिया जायेगा, जिसका भुगतान ठेकेदार के बिल से काट लिया जायेगा।
29. सम्बन्धित क्षेत्रों में रखरखाव आदि कार्यों का भुगतान से सम्बन्धित, उद्यान निरीक्षक, उद्यान अधीक्षक तथा प्रभारी अधिकारी, उद्यान के सत्यापन पर किया जायेगा।
30. अनुरक्षण अवधि के समाप्त होने पर ही हस्तान्तरित होगा तथा तत्समय निविदादाता को शतप्रतिशत पौधों को सुनिश्चित करना होगा। यदि कोई भी पौधा पुनः लगाया जाता है तो वह उद्यान निरीक्षक के समक्ष लगाना होगा तथा उसे रजिस्टर पर सत्यापित किया जायेगा पौधा पुनः शिफ्ट हुआ है।
31. अनुबन्ध के दौरान ठेकेदार के किसी श्रमिक की कोई दुर्घटना यदि हो जाती है तो इसकी पूर्ण जिम्मेदारी ठेकेदार की होगी।
32. ठेकेदार को अनुरक्षण प्रकृति के कार्यों हेतु श्रमिक उपस्थित पत्र का प्रतिमाह का रखरखाव करना होगा।

33. यदि ठेकेदार मानक से कम श्रमिक योजित करता है तो प्रतिदिन प्रति मार्का रूपये 247/—(दो सौ सन्तालिस) बीजक से काटा जायेगा।
34. लेवर एक्ट का पूर्ण रूप से पालन करना ठेकेदार की जिम्मेदारी होगी।
35. पौधों की देखरेख हेतु स्थल पर चौकीदार आदि की व्यवस्था स्वयं करनी होगी।
36. यदि पौधें रखरखाव में लापरवाही के कारण या अन्य किसी कारण से क्षतिग्रस्त होंगे तो बिना किसी अतिरिक्त भुगतान के ठेकेदार को अपने व्यय पर अनुबन्ध अनुसार निर्धारित ऊँचाई का पौधा ही स्थल पर रोपित करना होगा।
37. विशेष प्रकृति के कार्य हेतु निविदा क्रय करने वाली फर्म को उक्त प्रकृति के कार्य का अनुभव प्रमाण पत्र देना होगा यथा रोकरी, फाउन्टेन आदि अन्यथा निविदा अस्वीकृत कर दी जायेगी।
38. कार्य में मानक के अनुसार ट्रेड श्रमिकों/मालियों का उपस्थिति रजिस्टर का रखरखाव ठेकेदार द्वारा किया जायेगा। जिसका समय समय पर रेण्डम चैकिंग किया जायेगा।
39. शासन के पत्रांक 1497/आठ-1-14 विविध/2014 दिनांक 03.5.2014 के अनुपालन में ठेकेदार पौधों की आपूर्ति वन विभाग/उद्यान विभाग की नर्सरी से ही प्राप्त करेंगे यदि उक्त दोनों विभाग की नर्सरी में पौधे उपलब्ध नहीं हैं तो वन/उद्यान विभाग से पौधें की अन उपलब्धता के सम्बन्ध में प्रमाण पत्र प्राप्त करने के उपरान्त ही निजी पौधशालाओं से पौध प्राप्त की जा सकती है। तदोपरान्त ही भुगतान सम्भव होगा।
40. अवस्थापना निधि के द्वारा किये गये कार्यो को सम्बन्धित फर्म के द्वारा नगर निगम को हस्तान्तरण कराने के उपरान्त ही सम्बन्धित फर्म को अन्तिम भुगतान किया जायेगा।
41. वाहय विकास निधि द्वारा किये गये कार्यो को सम्बन्धित विभाग/सोसायटी को हस्तान्तरण कराने के उपरान्त ही सम्बन्धित फर्म को अन्तिम भुगतान किया जायेगा।
42. उद्यानीकरण कार्य में प्रयुक्त होने वाली खाद ठेकेदार को प्राधिकरण द्वारा संचालित एस0टी0पी0 से लेनी होगी। जिसकी ठेकेदार के बिल से कटौती की जायेगी। एस0टी0पी0 पर खाद न मिलने की दशा में ठेकेदार द्वारा खाद की आपूर्ति स्वयं करनी होगी।

प्रभारी अधिकारी, उद्यान,
मेरठ विकास प्राधिकरण,
मेरठ ।

Bill Of Quantity

NAME OF WORK: कंकरखेडा रेलवे क्रासिंग से कंकरखेडा मार्किट तथा कैंटोमैन्ट बोर्ड की फ्लाई ओवर के नीचे रोपित पौधों का रखरखाव कार्य।

SL.NO	ITEM	Unit	Rate Rs.	Amount
1.	Maintenance of Plants by providing manies including watering, weeding, hohing Prunning and training antetermite treatment removal of grass watch and word etc. as per direction of incharge of work i/c all T&P for 12 months.	4090 Nos	4.87/ Per Plant x 12 Month	

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 tenderer to be an eligible person whose tender may be considered the tenderer 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 conditions 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 withdrawal 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 by.....day of.....

Signed by.....
(and 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 and it shall be attested from Public-Notary.